

## Pre-contractual information provided by Western Union International Bank GmbH

The information provided below serves to inform customers who are consumers of important facts relating to the payment services offered by Western Union International Bank GmbH as reflected in the Austrian Payment Services Act 2018, the Consumer Payment Account Act, the Remote Financial Services Act and the other applicable legislation.

For the purpose of these Pre-contractual information provided by Western Union International Bank GmbH, the term "Account Documents" shall hereinafter mean all documents related to the onboarding process of the customer under the Western Union Digital Banking App (hereinafter referred to as the "App"), including but not limited to these Pre-contractual information provided by Western Union International Bank GmbH, General Terms and Conditions of Western Union International Bank GmbH, Special Conditions for debit card and virtual debit card, Special Conditions for electronic banking per Western Union Digital Banking App, Special Conditions for SEPA instant payments and related price lists, as such may be applicable on a case by case basis, depending on the services to be performed by the Bank to the customer, together with any other ancillary documentation necessary for finalizing or implementation of the onboarding process under the App, as expressly and individually accepted by the customer and as amended from time to time.

### I. Pre-contractual Information

#### About Western Union International Bank GmbH (hereinafter referred to as the "Bank")

##### Bank details

Western Union International Bank GmbH

Wiedner Gürtel 13

1100 Vienna

Austria

Internet: [www.westernunionbank.com](http://www.westernunionbank.com), [www.westernunion.com/wuplus](http://www.westernunion.com/wuplus)

E-mail: [office@westernunionbank.com](mailto:office@westernunionbank.com)

Telephone number: +43 (0)1 50617-0

Customer service: +40317829797

BIC (SWIFT-Code): WUIBATWWXXX, Bank code: 19880

#### Legal authorised representative of Western Union International Bank GmbH

Managing Directors of the Bank are: Doris Lahey-Anzinger, Christian Berger

#### 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.

#### 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.

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>.

The Bank is permitted to provide payment services in Romania, being included on the National Bank of Romania's list of foreign banks exercising the freedom to provide services within the territory of Romania on cross-border basis, which is available on the Internet at: <https://www.bnr.ro/Public-Registers-and-Lists-1701.aspx#AI>.

**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

**Minimum term of the contract**

There exists no minimum term of the contract for a current account.

**Contractual termination rights**

You can cancel your current account as set out in Section 1.3 herein and § 23 (1) of our General Terms & Conditions ("GTC"). We can cancel the current account with notice of two months as set out in Section 1.3 herein and § 23 (3) of our GTC.

**Fees**

You can find the applicable fees in our current price list which is provided together with this information.

**Applicable law/court of jurisdiction**

Austrian law is applicable for the business relationship between you and the Bank. The Bank is also subject to the laws of Austria for the pre-contractual relationship. However, if you are a consumer with the habitual residence in Romania, the choice of law may not deprive you of the protection afforded by the mandatory provisions of the Romanian law.

Pursuant to Section 21 of the GTC legal actions of an entrepreneur against the Bank can only be brought before the competent court at the seat of the Bank's principal place of business. This place of jurisdiction shall also apply to actions of the Bank against an entrepreneur. The Bank shall also be entitled to assert its rights at any other court having local and subject-matter jurisdiction.

A consumer may bring proceedings against the Bank either at the Bank's principal place of business, which is Vienna, Austria, or in the state in which the consumer has the domicile. The Bank may bring proceedings against a consumer only in the country where the consumer has his/her domicile, unless an agreement providing otherwise is entered into after the dispute has arisen.

**Information and language of contract/text of the contract**

The governing language for this contractual relationship and the communication between you and the Bank during the period of the contract is Romanian. The terms and conditions are available in Romanian and English. The Customer has the right to demand the information of these contract conditions on paper or on other durable medium at any point in time during the contract period free of charge.

**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. The general legal venue of the Bank is the Commercial Court Vienna.
- If you are a consumer with the habitual residence in Romania, you can also settle a dispute in relation to payment services by going to the Romanian Alternative Banking Dispute Resolution Centre (<https://www.csalb.ro/>), having the address on 24 Sevastopol, 2nd floor, District 1, Bucharest, Romania, which offers simple, fast, and free of charge proceedings for consumers, and/or you can lodge a complaint, depending on its nature, with the National Bank of Romania (<https://www.bnr.ro/Home.aspx>), the Romanian National Authority for Consumer Protection (<https://anpc.ro/>) or the Romanian National Agency for Fiscal Administration (<https://www.anaf.ro/>). In addition, you can resort to the mediation procedure provided under the Romanian Law No. 192/2006 on mediation and the profession of mediators.

- 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/>

The extrajudicial alternatives to settle a dispute which are detailed above are without prejudice to your right to bring the matter before the court.

### **Technical steps for the conclusion of the contract**

#### **Requirements and supported smartphones**

In order to use your current account, you need an associated smartphone. Although you can use some features of your account without an associated telephone, for security reasons, essential features only function on the telephone that has been specifically associated with your account. Since your smartphone is used as a personal authentication device, only one phone at a time may be connected to your account. For security reasons, the associated smartphone may also be required to verify logins from other devices. Please note that your device is meeting the respective minimum requirements for the operating system (iOS / Android) and the App. Due to security reasons we are forced to discontinue our service for any outdated versions of the respective operating system and outdated versions of the App. We will notify you eight weeks before we stop supporting a version of the respective operating system in case this disables you to use the App and invite you to update your software during that period of time.

In addition to essential features, such as viewing your transactions and settings, the following features are only available on your associated smartphone:

- Successfully completing registration with the Bank
- Confirming transfers and standing orders
- Confirming Western Union Money Transfer Service transactions
- Associating a smartphone

If no smartphone is currently associated with your account, simply open the App on your phone. The App, depending on the smartphone you use, is available through distribution platforms operated by third-parties ("app-stores"). Your association requires prior registration in the corresponding app-store.

After installing the App, you will be automatically taken through all the necessary steps to associate your smartphone:

- Enter password in the App
- Receive a one-time password via SMS
- Enter the one-time password in the App to complete the association

If the phone number displayed during the association is not correct, or if you do not receive the SMS one-time password despite the phone number being correct, please contact Customer Service.

#### **Opening of your Current account**

To start the application, create a user account in the App on your smartphone. Completing the registration with Bank requires agreement to our general terms and conditions and acknowledgement of the Privacy Statement. Then, confirm your email address. We will send an email to the email address that you specified during registration containing a verification code. The same procedure will take place to confirm the mobile phone number provided by sending an additional code. Now, you can confirm your identity directly in the App. Once you have confirmed your identity, you must associate your smartphone with your account.

#### **Setting a Passcode**

You can set the passcode for your current account yourself. This has the advantage that you may pick a passcode that you can easily remember. You will be prompted to enter the passcode after you have associated your smartphone with your account for the first time.

Your passcode is a six-digit combination that you need for the execution of any transfer of funds or Money Transfer Service transactions, and for the establishment of standing orders. For security reasons, some number combinations cannot be used:

- Repetitions of numbers, such as 1111
- Number series, such as 1234

If your desired passcode is not accepted, please try another combination. If you have incorrectly entered your passcode five times in a row, you will be logged out of the App for security reasons. In order to log-in again, please enter your password and a one-time password. You can change the passcode by either (i) entering the old passcode or (ii) resetting the passcode by providing your password and a one-time password.

### **Possibility for correction of entry errors**

You have the ability to detect and correct entry errors. For this purpose, you will receive confirmation displays, in which a summary of your information will be described and the opportunity will be given to you to either correct the information or to open your account with the appropriate information and product variants.

### **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](http://westernunion.com/wuplus)).

## **II. General information on payment services for consumers**

In the following, customers of the Bank who are consumers pursuant to Section 1 (1) (2) of the Austrian Consumer Protection Act (*Konsumentenschutzgesetz*) will find information on the payment services offered by the Bank, which, however, do not replace the required contractual agreements.

### **1 Account Documents and Costs**

#### **1.1 Account Documents, including General Terms and Conditions (GTC) and Special Conditions**

Prior to opening a current account, the customer shall be provided with the relevant information pursuant to the Austrian Payment Services Act (*Zahlungsdienstegesetz - ZaDiG*) and the other applicable legislation, and the Account Documents, including the following terms and conditions, as amended from time to time, the validity of which the customer must agree with the Bank if he/she is interested in the respective payment services of the Bank:

- General Terms and Conditions of Western Union International Bank GmbH
- Special Terms and Conditions for e-banking per Western Union Digital Banking App
- Special Terms and Conditions for Debit Card
- Special Conditions for Instant Payments

At any time during the term of the Account Documents, the customer may request that the information pursuant to the Austrian Payment Services Act (*Zahlungsdienstegesetz - ZaDiG*) and the other applicable legislation and the above terms and conditions be provided again free of charge in paper form or on another durable medium.

#### **1.2 Amendments to the Account Documents and the conditions**

1.2.1 Amendments to the Account Documents, including the above-mentioned terms and conditions or the agreements concluded on individual payment services shall be offered to the customer by the Bank not later than two months before their proposed date of entry into force; the provisions affected by the amendment offer and the proposed amendments shall be presented in a comparison attached to the amendment offer (hereinafter referred to as "Comparison"). The amendment offer shall be communicated to the customer. The customer shall be deemed to have consented to the amendments if the Bank does not receive an objection from the customer in writing or electronically [e.g. via e-mail or the App] before the proposed date of entry into force. The Bank shall draw the customer's attention in the amendment offer to the fact that the customer's silence by failing to object in writing or electronically [e.g. via e-mail or the App] shall be deemed consent to the amendments and that the customer who is a consumer shall have the right to terminate the Account Documents without notice and free of charge before the amendments enter into force. In addition, the Bank shall publish the Comparison as well as the complete version of the Account Documents, including the new GTC and Special Conditions, as the case may be, on its website and shall send the customer via e-mail the complete version of the Account Documents, including the new GTC and Special Conditions, as the case may be, upon the customer's request; the Bank shall also refer to this in the amendment offer.

1.2.2 The notification and amendment offer in accordance with 1.2.1 shall be provided to the customer via transmission of the amendment offer together with the Comparison by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

1.2.3 Paragraphs 1.2.1 and 1.2.2 shall also apply to amendments to Account Documents if the validity of the GTC is agreed in these.

1.2.4 Notwithstanding paragraphs 1.2.1 and 1.2.2, for a customer who is an entrepreneur it is sufficient that the Bank makes the amendment offer available not later than two months before the proposed date of entry into force of the amendments by e-mail or in another way arranged with the entrepreneur.

## **1.2.5 Changes to the payment services of the Bank agreed in a framework contract (including the Account Documents) for payment services with consumers and charges of the customer**

1.2.5.1 Changes in the charges for permanent services (except debit interest and credit interest) agreed with consumers in a framework contract for payment services (including the relevant Account Documents) shall be proposed to the customer by the Bank in a timely manner, whereby he/she shall receive the amendment offer no later than two months before the proposed date on which the changes are to become effective. The customer is deemed to have consented to the changes unless the Bank receives an objection from the customer before the proposed date on which the changes are to become effective. The Bank shall draw the customer's attention to this fact in its amendment offer. The amendment offer shall be provided to the customer. The permanent services are explicitly marked in the price list. Such a proposal made by the Bank for changes to charges – if the customer does not raise objection by the proposed date – may not exceed the extent of the change of the Consumer Price Index 2015 published by Statistik Austria. In addition to the extent to which charges are changed and the proposed date on which they are to become effective, the Bank shall in its amendment offer inform the customer of the date when changes to charges were last made, and to the extent to which the Consumer Price Index has changed since the date when changes to charges were last made. The customer shall have the right to terminate his/her framework contract (i.e. the relevant Account Documents) free of charge, and without giving notice before the change becomes effective. The Bank shall also draw the customer's attention to this possibility in its amendment offer.

1.2.5.2 The notification and amendment offer in accordance with paragraph 1.2.5.1 shall be provided to the customer via transmission of the change offer by e-mail. The notification shall be made in such a way that the Bank can no longer alter the offer of amendments unilaterally, and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

1.2.5.3 In the manner provided for in paragraph 1.2.5.1, changes in the charges agreed with the customer shall be offered (increased or decreased) in line with the development of the national Consumer Price Index 2015 ("CPI") published by Statistik Austria or the index replacing it, in each case rounded to whole cents. Such adjustment shall be made once a year with effect from 1 April of every year. The adjustment shall correspond to the change in the average of the index figures for the penultimate calendar year prior to the change offer compared with the average of the index figures for the last calendar year prior to the change offer. If the Bank refrains from increasing the fees in any year, this shall not affect the Bank's right to increase the fees in the future. If a fee increase is not implemented in one or more consecutive years, such fee increase(s) may be implemented with effect from the next fee increase, in which case the adjustment shall be made to the extent corresponding to the change of the CPI index figure published for the average of the year preceding the fee increase to the CPI index figure which was the basis for the last fee increase implemented.

1.2.5.4 A charge adjustment exceeding the development of the CPI pursuant to para. 1.2.5.3. may be agreed with the customer in the manner provided for in para. 1.2.5.1. if such charge adjustment is objectively justified. An objective justification shall be deemed to exist in particular if changes in the legal or regulatory framework conditions or technical developments for the provision of payment services (such as increased security requirements or new procedures) lead to increased costs for the provision of the agreed payment services. The Bank may adjust the fees pursuant to this Section 1.2.5.4. no more than once per calendar year. In the event of a fee adjustment pursuant to para. 1.2.5.4 the Bank shall also inform the customer in the amendment offer pursuant to para. 1.2.5.1 that the fee adjustment exceeds the CPI adjustment.

1.2.5.5 The introduction of new charges may be agreed with the customer in the manner provided for in paragraph 1.2.5.1. if such introduction is objectively justified. An objective justification shall be deemed to exist if changes in statutory or regulatory measures or changes in technical requirements for the provision of payment services (e.g. increased security requirements or new procedures) oblige the Bank to provide additional services. The Bank may introduce new fees pursuant to this paragraph 1.2.5.5. no more than once per calendar year.

In case of introduction of new charges pursuant to paragraph 1.2.5.5. the Bank shall inform the customer in the change offer pursuant to paragraph 1.2.5.1. about the new charges and the services to be paid for with them and shall inform the customer that these are new charges which have not agreed upon so far.

1.2.5.6 Changes in the services of the Bank agreed with consumers within the framework of a continuing obligation may be agreed upon in the manner provided for in paragraph 1.2.5.1 if they are objectively justified. An objective justification shall be deemed to exist in particular if the amendment is necessary due to legal or regulatory measures or due to the development of case law, if the amendment promotes the security of banking operations or the handling of the business relationship with the customer or if the amendment is necessary for the implementation of technical developments.

## **1.2.6. Change to interest rates**

1.2.6.1 If an adjustment clause ties an interest rate to a reference interest rate (such as EURIBOR), changes triggered by the amendment of the reference interest rate shall take effect immediately without prior notice to the customer. The consumer shall be informed of any changes in the interest rate that have taken effect no later than in the following calendar quarter.

1.2.6.2 If no adjustment clause concerning interest rates has been agreed in the transaction with consumers for an account, changes in interest rates shall be offered to the customer by the Bank at least two months prior to the proposed date of their entry into force. The change offer shall be communicated to the customer. The customer shall be deemed to have given his/her consent if the Bank does not receive an objection from the customer in writing or electronically [e.g. via e-mail or the App] before the proposed date of entry into force. The Bank shall draw the customer's attention to the respective amendments offered in the amendment offer as well as to the fact that the customer's silence by failing to object in writing or electronically [e.g. via e-mail or the App] shall be deemed consent to the amendments. The customer who is a consumer shall have the right to terminate the framework agreement (i.e. the relevant Account Documents) without notice and free of charge before the amendments enter into force; the Bank shall also draw the customer's attention to this fact in the amendment offer.

1.2.6.3 The notification to the customer of the offered amendments pursuant to paragraph 1.2.6.2. shall be provided to the customer via transmission of the amendment offer by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

1.2.6.4 Interest rates may be changed once a year in the manner agreed in this paragraph 1.2.6.2. and only if such change is objectively justified taking into account all circumstances. Changes in interest rates due to changes in legal, regulatory and monetary policy (key ECB interest rate) conditions shall be considered objectively justified. A change in the interest rate may not exceed 0.5 percentage points in the individual change offer.

### **1.3 Term and termination**

The framework contracts for payment services (i.e. the relevant Account Documents) are concluded for an indefinite period. They may be terminated by the customer free of charge at any time, by notice sent via the App or by calling +40317829797.

The Bank may terminate framework contracts for payment services (including the relevant Account Documents), and credit agreements concluded for an indefinite period, subject to a notice period of two months.

Charges for the payment services provided by the Bank and levied on a regular basis shall be payable by the customer only proportionally up to the termination of the framework contract (i.e. the relevant Account Documents). If such charges are paid in advance, they shall be reimbursed proportionally.

The provisions of this section 1.3 are without prejudice to the legal provisions regulating the nullity of the contracts or the impossibility to execute them, nor to those regulating the right of the parties to request the termination of the contract as a result of the breach of a contractual obligation.

Upon the termination of the contract, for any reason, the Bank will provide the consumer, free of charge, a document evidencing that there are no longer any outstanding obligations between the parties. At the same time, the corresponding account will be closed without the need for the consumer to submit an additional request and without any additional costs. The account will not be closed when it is seized or blocked, according to the law, for the fulfilment by the consumer of certain obligations towards the Bank or third parties.

### **1.4 Fees and charges**

The fees and costs charged by the Bank to the customer for account management and for payment services covered by the relevant Account Documents are set out in the price list which is provided to the customer together with this information in accordance with the Austrian Payment Services Act (*Zahlungsdienstegesetz – ZaDiG*) and forms part of the Account Documents.

The price list also contains charges for the notification of the rejection of a payment order, the observance of a revocation and the efforts to retrieve a transfer order that was misdirected due to incorrect customer identifiers.

The charges are also subject to change as described in section 1.2.5. In addition to the Bank's charges shown in the price list, cash expenses may be incurred which the Bank has to pay to third parties in the execution of customer orders. These are also to be borne by the customer.

### **1.5 Foreign currency transactions**

If, within the framework of a payment service to be provided by the Bank, it is necessary to buy or sell amounts in foreign currency, the purchase or sale shall be effected by the Bank on the basis of the current market exchange rate at the time of execution of the order, which the Bank generally charges to its customers. The Bank calculates its exchange rate based on commercially available interbank rates on platforms such as Bloomberg, Reuters, Factset or similar, plus a margin. Most exchange rates are adjusted several times daily in line with the relevant closing rates of global financial markets. When instructing a payment, if currency conversion applies, customers will be presented with the currency exchange rate before confirming the transaction. The Bank's other charges incurred in connection with this transaction are set out in the price list that is provided together with this information.

## **1.6 Interest**

The interest rates agreed for credit balances and debit balances can be found in the price list that is provided together with this information. Interest rates may be changed as described in Section 1.2.6.

## **2. Communication with the Bank**

### **2.1 Language**

The Bank shall use the Romanian language when concluding contracts and when communicating with its customers in connection with payment services.

### **2.2. Communication options**

The customer may contact the Bank using the methods described in section I. under "Bank details" or via the App.

### **2.3. Legally binding declarations and notices**

Statements and information which the Bank shall provide or make accessible to the customer shall be generally provided or made accessible to the customer electronically, as agreed with the customer and in the instances required and described herein and in the GTC on another durable medium.

For the authorisation of payment orders as well as for notifications and information in connection with payment orders, the form of communication agreed for the respective payment service shall be used. The following are particularly suitable for this purpose:

- App for initiating and authorizing payment orders using the personal identification features agreed for this purpose (in particular password, passcode, Touch ID, Face ID, one-time password)
- In-App support tool for payment order enquiries (using passcode, Touch ID, Face ID, one-time password)
- telephone for payment order enquiries (using customer identity verification) or
- other electronic data transmission, data carriers, taking into account the agreed security precautions.

## **3. Services of the Bank in the area of payment transactions**

### **3.1 General description of payment services**

#### **3.1.1. Deposit and withdrawal services**

Services enabling cash deposits into or cash withdrawals from a payment account, as well as all operations necessary for the management of a payment account.

#### **3.1.2 Execution of Payment Transactions**

The execution of payment transactions including the transfer of funds to a payment account at the user's bank or at another bank:

##### **3.1.2.1 Direct debit transactions**

The execution of direct debits including one-off direct debits.

##### **3.1.2.2. Debit card business**

Execution of payment transactions by means of a debit card.

##### **3.1.2.3. Credit transfer business**

Execution of credit transfers including standing orders.

### **3.2 Description of the main features of the above payment services**

3.2.1. The Bank offers the management of payment accounts ("current accounts") including the processing of cash deposits and cash withdrawals to these accounts: Payment accounts are accounts used exclusively for payment transactions and not for the investment of funds.

When opening a payment account, the future account holder must prove his/her identity. Payment accounts are kept under the name or company name of the account holder and a number.

Only the account holder shall be entitled to dispose of the payment account. Only those persons shall be authorised to represent the account holder whose right to represent the account holder results from the law or who have been granted an express written power of attorney to dispose of this payment account; they shall prove their identity and their right to represent the account holder.

In the case of a cash deposit into a payment account, the legitimacy of the depositor is required for a deposit amount of € 1,000 or more. A cash withdrawal from a payment account is possible by an authorised person (account holder, authorised representative, etc.) after corresponding legitimisation or determination of the authorisation.

### **3.2.2 Execution of payment transactions**

#### *3.2.2.1 Direct debit transactions*

In the case of a direct debit, the customer gives his/her consent to the payee, his/her bank or his/her own bank, which entitles the payee to subsequently debit the customer's payment account.

Procedure for the execution of direct debits:

SEPA Direct Debit is the cross-border direct debit authorisation in euro for the entire SEPA area (Single Euro Payments Area):

Direct debits to the debit of consumers' accounts are processed by means of the SEPA Direct Debit CORE procedure (as SEPA Direct Debit). If a trader makes direct debits to the debit of a trader, this can be done by means of the final SEPA Direct Debit B2B procedure (as a SEPA business-to-business direct debit).

In the SEPA Direct Debit procedure, the debtor gives the creditor a direct order to execute the direct debits. The Bank as the account-keeping bank of the debtor is not involved in this procedure and only carries out the booking.

In the SEPA Direct Debit CORE procedure, the reversal period is 8 weeks. Customers whose payment account has been debited can have any debit posted recalculated within this period on the basis of an objection without stating reasons.

In the SEPA Direct Debit B2B procedure, there is no possibility of recalculation.

#### *3.2.2.2 Execution of payment transactions by means of a payment card or similar instrument*

##### a) Debitcard

By means of a payment card, the customer is able to use the debitcard service within its limit after entering his/her personal code. The debitcard service is a worldwide cash withdrawal system and cashless payment system, which enables cash withdrawals by means of withdrawals from domestic and foreign cash dispensers and ATMs as well as cashless payments at designated acceptance points by using the reference card.

The cardholder is in particular entitled

- to withdraw cash up to the agreed limit at ATMs using the reference card and the PIN.
- to use the reference card and the PIN at VISA accepted cash registers ("POS cash registers") to make cashless payments for goods and services of commercial and service enterprises up to the agreed limit.
- then, if the reference card is equipped with the respective contactless function, to make contactless and cashless payments for deliveries and services of contracting companies up to an amount of € 50 per individual transaction at POS terminals marked with the symbol "contactless" on the reference card without inserting the reference card, without providing a signature and/or entering the PIN, by simply holding the reference card up to the POS terminal. For security reasons, the total amount that can be paid in successive small value payments without entering the PIN is limited to € 150 or 5 small-value payments. After reaching either limit, the cardholder must make a payment or cash withdrawal with PIN in order to activate further small-value payments.

##### b) Western Union Digital Banking App

Enables the customer as part of electronic banking to make enquiries, issue orders and make legally binding declarations of intent and other declarations by entering the personal identification features (email, password, passcode, Touch ID, Face ID, one-time password) via a mobile end device (e.g. smartphone, tablet).

3.2.2.3 Transfer instructions (also in the form of standing orders). For transfer instructions in euro to the benefit of a payee whose account is maintained at a payment service provider within the European Economic Area (EEA), the customer shall specify the payee by indicating the payee's International Bank Account Number (IBAN). For transfer instructions in currencies other than euro to the benefit of a payee whose account is maintained at a payment service provider with an EEA member state, the customer shall specify the payee by indicating payee's IBAN (or account number) and the payment service provider's Bank Identifier Code (BIC).

For transfer instructions in favour of a payee whose account is maintained at a payment service provider outside the EEA, the customer shall specify the payee's name and shall indicate:

- the payee's IBAN and the BIC of the payee's payment service provider, or
- the payee's account number and either the name, Bank routing code or BIC of the payee's payment service provider.



The IBAN and BIC or account number and name/Bank routing code/BIC of the payee's payment service provider are the unique identifier of the payee on the basis of which the transfer instruction is executed. Additional information on the payee, such as the payee's name, is not part of the unique identifier; they serve only documentation purposes and will be disregarded by the Bank when it executes the transfer instruction. The designated purpose stated in the transfer instruction shall in any case be irrelevant to the Bank.

Transfer instructions may be given by the customer in writing or by electronic banking per App as agreed with the Bank.

However, the Bank shall also be entitled to execute transfer instructions given by means of telecommunication (in particular over the phone or via data communication). The Bank shall only be obliged to execute such orders if the customer has agreed this with the Bank.

The Bank shall only be obliged to execute a transfer instruction if sufficient funds to cover the total amount are available in the customer's account (credit balance, credit line granted).

The SEPA credit transfer is the uniform European payment transaction product for domestic and cross-border euro credit transfers in the entire SEPA area (Single Euro Payments Area).

A standing order is a one-time order by a customer, in writing or via electronic banking, to transfer a constant amount to a specific account at regular intervals or on fixed dates. It can be issued for a limited or unlimited period of time.

A standing order is a one-time order by a customer, in writing or via electronic banking, to transfer to a specific account all or a certain residual amount of a credit balance that may be held in the account on a specific date. It may be issued for a limited or unlimited period of time.

#### **4. Due diligence obligations for payment instruments and blocking of payment instruments**

##### **4.1 Customer's duty of care for payment instruments**

When using and after receiving a payment instrument, the customer must take all reasonable precautions to protect the personalised security features (in particular password, passcode, one-time password etc.) and the payment instrument (e.g. reference card) from unauthorised access. A precise description of the payment instruments can be found in section 4.2.2.2 and of the personalised security features in the Special Conditions for electronic banking per Western Union Digital Banking App.

The customer is also obliged in his own interest to keep the payment instrument safe. The payment instrument may not be passed on to third parties. The personalised security features must be kept secret. They may not be noted on the payment instrument. The personalised security features may not be disclosed to anyone, in particular not to relatives, other account holders or other cardholders. When using the personalised security features, care must be taken to ensure that they cannot be spied out by third parties.

##### **4.2 Blocking of payment instruments**

###### **4.2.1 Blocking by the Bank**

The Bank may block a payment instrument if

- objective reasons relating to the security of the payment instrument justify it;
- there is suspicion of unauthorised or fraudulent use of the payment instrument; or
- if the customer has not met his/her payment obligations in connection with a credit line (overrun or overdraft) linked to the payment instrument and (i) either the fulfilment of these payment obligations is endangered due to a deterioration or endangerment of the financial circumstances of the customer or a co-obligor or (ii) the customer has become insolvent or is in imminent danger of becoming insolvent. The Bank shall inform the customer of this as far as possible before, and at the latest immediately after, the blocking. However, such notification may be omitted if it would conflict with objective security considerations or violate a court or official order. When using a payment instrument, the customer must comply with the conditions for its issue and use.

###### **4.2.2 Blocking by the customer**

The Customer must report the loss, theft, misuse or other unauthorised use of a payment instrument or of electronic banking per App to the Bank without delay as soon as he/she becomes aware of it, (the blocking of access being a specific feature of the App accessible at any time by the customer) or by calling +40317829797. Access to the App can also be blocked by the customer him-/herself by entering the passcode incorrectly five times in succession.

### **4.3.3 Secure procedures to inform the customer in the case of fraud or security risks**

In the case of suspected or actual fraud, or security risks, the Bank will inform the customer about the suspected or actual fraud, or the security risks, in a secure procedure. For example, if the customer's access to his/her App has not been blocked due to the (suspected) fraud or the respective security risks, Bank will inform the customer via the App accordingly. If the (suspected) fraud or the security risks require the Bank to communicate urgently with the customer, Bank will also try to inform the customer by e-mail or phone.

## **5. Authorisation and execution of payment orders**

### **5.1 Authorisation, revocation and rejection of payment orders**

A payment order shall be deemed to be authorised by the Bank only if the customer has consented to the relevant payment transaction in the form agreed with him/her for that purpose and using a payment instrument agreed with him/her for that purpose. This consent may be superseded by judicial or official orders.

Consent may be revoked by the customer until

- the Customer's payment order has been received by the Bank; or
- in the case of an agreement on an execution date in the future, before the end of the business day preceding the agreed date. SEPA direct debits may be revoked by the customer no later than the end of the business day preceding the agreed debit date.

The Bank may only refuse to execute an authorised payment order if

- it does not meet all the conditions laid down in the Account Documents, including the terms and conditions thereunder (in particular, if the required information or the necessary cover in the form of account credit or open credit line is missing); or
- the execution would violate European or national regulations or a judicial or official order; or
- there are reasonable grounds to suspect that the execution would constitute a criminal offence.

### **5.2 Time of receipt of payment orders (cut-off times)**

A payment order shall be deemed to have been received by the Bank on the same day if the order is received by the Bank on a business day by the times shown in the list below. If an order is not received on a business day or after the times specified below, it shall be deemed to have been received on the next business day. The Bank's business days are Monday to Friday, excluding Austrian holidays, 24 December and Good Friday. Good Friday is not a business day (in the sense of payment transactions).

Acceptance times for same-day processing according to order type and currency:

- Domestic transfer in Germany (EUR)

App until 13:30 CET

- SEPA credit transfer (EUR)

App until 13:30 CET

- Transfers to/in Romania (RON)/ Poland (PLN)

App until 12:45 CET

### **5.3 Execution/duration of payment orders**

For payment transactions in a currency of the European Economic Area ("EEA currency"), the Bank shall ensure that the amount of the payment transaction is received by the payee's payment service provider domiciled in the European Economic Area no later than one business day after receipt of the payment order.

### **5.4 Liability of the Bank for non-execution, incorrect or late execution of payment orders**

5.4.1 In the case of payment orders in euro or in an EEA currency, the Bank shall be liable to its customers being consumers (but not vis-à-vis entrepreneurs and legal entities) as follows:

- a) If the payment transaction is initiated directly by the payer, for the correct execution of the payment transaction until it is received by the payee's payment service provider.
- b) If the payment transaction is initiated by or through the payee, for the correct transmission of the payment transaction to the payer's payment service provider; and
- c) For any charges for which the Bank is responsible and for any interest to which the consumer is subject as a consequence of non-execution or defective, including late, execution of the payment transaction.

If the Bank is liable under point 5.4.1(a), it shall, without undue delay, refund to the customer the amount of the non-executed or incorrect executed payment transaction and, where applicable, restore the debited payment account to the state in which it would have been if the incorrect payment transaction would not have taken place. Moreover, the Bank is liable to its customers for all the losses caused as a consequence of the non-execution or incorrect, including late, execution of payment orders.

5.4.2. From the moment of receipt of the amount, the payee's payment service provider shall be liable to the payee for the correct further execution of the payment transaction.

5.4.3 Where a payment order is initiated by or through the payee, the payee's payment service provider shall be liable to the payee for

- a) the correct transmission of the payment order to the payer's payment service provider; and
- b) processing the payment transaction in accordance with its obligations regarding value date and availability.

Where the payee's payment service provider is liable under points 5.4.3(a) and 5.4.3(b), it shall immediately re-transmit the payment order in question to the service provider of the payer. In addition, where payee's payment service provider is liable under point 5.4.3(b), it shall ensure that the amount of the payment transaction is at the payee's disposal immediately after that amount is credited to the payee's payment service provider account.

## **5.5 Information on individual payment transactions**

Immediately after the execution of a payment transaction, the Bank shall make the following information available to the customer for retrieval in the App:

- a reference enabling the customer to identify the payment transaction;
- date and time of the payment transaction and, where applicable, details of the payee;
- the amount involved in the currency in which the customer's payment account is debited or in the currency used in the payment order;
- the amount of any charges for the payment transaction payable by the customer and, where applicable, a breakdown of the amounts of such charges, or the interest payable by the customer;
- where applicable, the exchange rate used for the payment transaction and the amount of the payment transaction after that currency conversion; and
- the value date of the debit or the date of receipt of the payment order.

The Bank shall make available to a customer who is a consumer, in electronic form in the App, in a manner which allows the customer to store and reproduce the information unchanged, the information referred to above, once a month and free of charge.

The Bank shall make available to a customer who is a consumer, in electronic form in the Statements section under "Profil" in the App, the statement of fees to be prepared pursuant to Section 8 of the Austrian Consumer Payment Accounts Act (*Verbraucherzahlungskontogesetz – VZKG*) on a yearly basis and when the framework contract (i.e. the relevant Account Documents) is terminated.

## **6. Liability and reimbursement obligation in connection with payment orders**

### **6.1 Payment transactions not authorised by the customer**

#### **6.1.1 Correction of the debit to the account**

If a payment order debiting a customer's account has been executed without authorisation by the customer, the Bank shall refund to the customer the amount of the unauthorised payment transaction without undue delay and at the latest by the end of the following business day after the Bank has become aware of or has been notified of the unauthorised payment transaction. The Bank shall restore the debited account of the customer to the state in which it would have been had the unauthorised payment transaction not taken place, i.e. in particular reverse the debit of the account with the amount of the payment transaction with value date on the date of the debit. This also applies if the payment transaction not authorised by the customer was initiated via a payment initiation service. In order to effect this notification, the customer must inform the Bank without undue delay as soon as he/she has discovered an unauthorised payment transaction. The customer's right of rectification shall expire 13 months after the date of the debit, provided that the Bank has provided the customer with the information in accordance with Clause 5.5.

### 6.1.2 Liability of the customer

If payment transactions not authorised by the customer are based on the misuse of a payment instrument, the customer shall be liable to compensate the Bank for all losses incurred by the Bank as a result, if the customer has caused the occurrence of the losses

- (i) by fraudulently facilitating the occurrence of the loss; or
- (ii) by wilful or grossly negligent breach of his duties in relation to the safekeeping of payment instruments.

If the customer has only breached these obligations through slight negligence (if he has committed a breach of duty of care which cannot always be ruled out even in the case of an averagely careful person), the customer's liability for the damage shall be limited to the amount of EUR 30 or the RON equivalent.

The customer shall not be liable (except as set out in (i) above) for any payment transactions initiated by means of a lost, stolen, or misused payment instrument when:

- the customer could not detect the loss, theft or misuse of the payment instrument prior to the payment;
- the loss was caused by acts or lack of action of an employee or an agent acting on Bank's behalf, one of Bank's branches or another external service provider appointed by the Bank;
- the customer has notified the Bank in accordance with Clause 4.2.2;
- the Bank does not request a strong customer authentication; and
- the Bank does not ensure proper contact facilities for the purposes of making, at any time, the notification under Clause 4.2.2.

### 6.2 Refund of an authorised payment transaction initiated by the payee

The customer is entitled to a refund from the Bank of an authorized payment transaction initiated by or through a payee and which has already been executed, if both of the following conditions are met:

- (a) the authorisation did not specify the exact amount of the payment transaction when the authorisation was made;
- (b) the amount of the payment transaction exceeded the amount the customer could reasonably have expected taking into account the previous spending pattern, the conditions in the framework contract (i.e. Account Documents) and relevant circumstances of the case.

The refund shall consist of the full amount of the executed payment transaction. However, the customer shall not rely on the currency exchange reasons agreed in accordance with Section 1.5 herein.

The customer has no right to refund where:

- (a) the customer has given consent to execute the payment transaction directly to the Bank; and
- (b) where applicable, information on the future payment transaction was provided or made available in an agreed manner to the customer for at least 4 weeks before the due date by the Bank or by the payee.

The customer can request the refund of an authorised payment transaction initiated by or through the payee for a period of 8 weeks from the date on which the funds were debited. Within 10 business days of receiving a request for a refund, the Bank shall either refund the full amount of the payment transaction or provide a justification for refusing the refund. If the customer is dissatisfied with the reasons provided by the Bank, it can refer to the entities provided in Section I.

In the SEPA Direct Debit CORE scheme, in the event of a complaint against the Bank, the customer shall be entitled to a refund of the full amount of an authorised payment transaction initiated by or through a payee and already executed, without giving any reason, within 8 weeks from the date on which the amount in question was debited from the account.

## 7. Complaints

Please contact customer service if you believe an error has been made on your transfer, you have an enquiry in relation to the service or you have a complaint:

- ✓ contact us via the App; or
- ✓ call +40317829797.

An acknowledgement of your complaint will be sent to you within 5 business days of when we receive it. We will investigate your request and provide you with regular updates on its progress. The acknowledgement will contain the date of receipt plus a reference number, which should be used in all further communications with the Bank. We will always aim to resolve your concerns as quickly as possible, if it is not possible, we will send you written acknowledgement within five business days. We aim to resolve most complaints within 15 working days, if we have not been able to do this due to reasons beyond our control, we will send you a holding reply, indicating the reasons for the delay in answering the complaint and specifying that we will provide you with a final response as soon as we have established all the facts and completed our investigation,

however, no later than 35 working days after the receipt of your complaint. The final response will set our findings and explain our final position. We will do our best efforts to reply on paper or on another durable medium to your complaints.

If you are dissatisfied with the resolution proposed by the Bank, you have the right to refer to the courts or to:

- ✓ The Online Dispute Resolution (ODR) which offers a simple, efficient, fast, low-cost, and out-of-court solution to disputes related to online transfers. Visit <http://ec.europa.eu/consumers/odr/>
- ✓ The Romanian Alternative Banking Dispute Resolution Centre, which offers simple, fast and free of charge proceedings for the consumer. For more information please visit: <https://csalb.ro/>
- ✓ Or you can file a complaint with the bank mediation service ([www.bankenschlichtung.at](http://www.bankenschlichtung.at)) or resort to the mediation procedure provided under the Romanian Law No. 192/2006 on mediation and the profession of mediators.

Disputes in connection with account management or payment services shall be decided by the ordinary courts. The general place of jurisdiction of the Bank can be found in section I. "Applicable law/court of jurisdiction" above.

### III. Information pursuant to §§ 5, 7 and 8 of the Remote Financial Services Act (FernFinG) and the other relevant legislation

#### 1. Description of all financial services

as well as the total fee owed by the consumer for the respective financial service can be found at the end of this information.

#### 2. Notice of the right of withdrawal according to § 8 FernFinG

- The customer is entitled to withdraw from the concluded Account Documents without penalty and without giving any reason within 14 days. The withdrawal period begins on the day of the conclusion of the contract. If the customer has received the terms and conditions of the contract and the relevant information only after the conclusion of the contract, the withdrawal period shall commence upon receipt of all such terms and conditions and information. The time limit shall be deemed to have been observed in any case if the declaration of withdrawal is sent before the expiry of the time limit. If the customer wishes to exercise the right of withdrawal, the withdrawal must be expressly declared to the Bank.

The withdrawal must be sent in the App. If this right of withdrawal is not exercised within 14 days of the conclusion of the contract (or upon receipt of all terms and conditions and relevant information as indicated above), the concluded contract shall be valid for an indefinite period or until the end of the agreed term. Within the withdrawal period, the performance of the contract may only be commenced with the express consent of the consumer.

- If the customer subsequently effectively withdraws from the contract, the Bank may demand immediate payment of the remuneration for the service actually already provided in accordance with the contract, without any additional charges. The amount to be paid may not be higher than the proportion of the service already provided in relation to the total scope of the contractually agreed service or duration of the contract, as the case may be. Within 30 days of receipt of the notice of withdrawal, the Bank shall refund to the customer any amount received from the customer under the contract, less the amount referred to in the two preceding sentences. The customer shall return any sums of money received from the Bank within 30 days of sending the notice of withdrawal.

- The customer has no right of withdrawal:

- in the case of contracts for financial services, the price of which is subject to fluctuations on the financial market over which the contractor has no control and which may occur within the withdrawal period, in particular for services relating to:
  - a) foreign exchange,
  - b) money market instruments
  - c) negotiable securities
  - d) shares in investment companies,
  - e) financial forward transactions (futures) including equivalent instruments with cash payment,
  - f) Interest rate futures (FRA),
  - g) interest rate swaps, foreign exchange swaps and equity or equity index swaps; and
  - h) call or put options on all instruments mentioned in lit. a to g, including equivalent instruments with cash payment, such as in particular currency and interest rate options;
- if, with the express consent of the customer, the contract has already been fully performed by both parties before the customer exercises his right of withdrawal.

### 3. Termination of the contractual relationship

- As the account holder, the customer is entitled to terminate the contractual relationship at any time without stating reasons either by calling +40317829797 or electronically in the App. The customer is obliged to return or destroy all valid subscription means to the Bank immediately after termination of the contractual relationship.

- The Bank is entitled to terminate the contractual relationship subject to two months' notice.

- In the event of good cause, the Bank and the customer shall be entitled to terminate the entire business relationship or individual parts thereof at any time with immediate effect irrespective of any agreement on a definite period of time. An important reason entitling the Bank to terminate the agreement shall be deemed to exist in particular if

- a deterioration or endangerment of the financial circumstances of the customer or a co-obligor occurs and the fulfilment of liabilities vis-à-vis the Bank is jeopardised thereby,
  - the customer provides incorrect information on his/her financial circumstances or other material circumstances, or
  - the customer has not fulfilled or cannot fulfil an obligation to provide or increase collateral.
- The Bank will notify the customer immediately about the termination of the agreement.

Upon termination of the entire business relationship or individual parts thereof, amounts owed thereunder shall become due immediately. The customer is also obliged to release the Bank from all obligations assumed on his behalf. Furthermore, the Bank is entitled to terminate all obligations assumed for the customer and to settle them with effect for the customer as well as to immediately redebit credit notes made subject to receipt. Claims arising from securities, in particular bills of exchange, may be asserted by the Bank until any existing debt balance has been covered. The GTC of the Bank shall continue to apply after termination of the business relationship until complete settlement.

### 4. Information on legal remedies

- The Internet Ombudsman ([www.ombudsmann.at](http://www.ombudsmann.at), c/o Österreichisches Institut für angewandte Telekommunikation (ÖIAT) Ungargasse 64–66/3/404, 1030 Wien, [beratung@ombudsmann.at](mailto:beratung@ombudsmann.at)) is responsible for the out-of-court settlement of disputes in connection with contracts concluded for payment via the Internet or other questions of e-commerce or Internet law or data protection, copyright or trademark law relating to the Internet. The customer has the option of contacting this arbitration board directly on the aforementioned website, giving a brief description of the complaint.

- The Joint Conciliation Board of the Austrian Banking Industry (*Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft*), Wiedner Hauptstrasse 63, A-1045 Vienna has been established for the out-of-court settlement of disputes in connection with certain customer complaints in the banking industry. The customer has the option of submitting complaints to this arbitration board in writing or electronically (e-mail: [office@bankenschlichtung.at](mailto:office@bankenschlichtung.at)), briefly describing the facts of the case and enclosing the necessary documents.

- If you are a consumer with the habitual residence in Romania, you can also settle a dispute in relation to payment services by going to the Romanian Alternative Banking Dispute Resolution Centre (<https://www.csalb.ro/>), having the address on 24 Sevastopol, 2nd floor, District 1, Bucharest, Romania, which offers simple, fast, and free of charge proceedings for consumers, and/or you can lodge a complaint, depending on its nature, with the National Bank of Romania (<https://www.bnr.ro/Home.aspx>), the Romanian National Authority for Consumer Protection (<https://anpc.ro/>) or the Romanian National Agency for Fiscal Administration (<https://www.anaf.ro/>). In addition, you can resort to the mediation procedure provided under the Romanian Law No. 192/2006 on mediation and the profession of mediators.

The extrajudicial alternatives to settle a dispute which are detailed above are without prejudice to your right to bring the matter before the court

- The GTC shall apply to the entire business relationship between the customer and the Bank.

- Deposit Protection: For complete information on depositor protection and investor compensation, please refer to the Bank's "Information Sheet on Deposit Protection and Investor Compensation".

### 5. Description of the financial services

#### A) Payment accounts

##### Western Union Digital Banking Standard

- Main features of the financial service:

Western Union Digital Banking Standard is a payment account. It is used for payment transactions and short-term investments. With the debit card it is possible to withdraw cash at domestic and foreign ATMs. The number of free ATM withdrawals is limited with Western Union Digital Banking Standard to 1 per month. The debitcard also enables cashless payments.

- Total fee owed by the consumer for the financial service: Free of charge

The interest on credit balances as well as the fee for the services provided by the Bank in connection with the Standard Account can be found in the current price list. Changes to the charges for permanent services shall only be made on the basis of Clauses 45 and 46 of the GTC. The capital gains tax ("KESt") is paid by the Bank for the respective customer. The customer may incur further taxes or other costs which are not paid via the Bank or charged by the Bank. The customer shall bear the costs for the use of remote means of communication him-/herself. The Bank does not allow any overdraft on the account.

### **Western Union Digital Banking Premium**

- Main features of the financial service:

Western Union Digital Banking Premium is a payment account. It is used for payment transactions and short-term investments. With the debitcard, it is possible to withdraw cash from domestic and foreign ATMs. The number of free ATM withdrawals is limited with Western Union Digital Banking Premium to 2 per month. The debit card also enables cashless payments.

- Total fee owed by the consumer for the financial service: 29,99 RON per month

The interest on credit balances as well as the fee for the services provided by the Bank in connection with the Premium Account can be found in the current price list. Changes in the charges for permanent services shall be made exclusively on the basis of Clauses 45 and 46 of the GTC. The KESt is paid by the Bank for the respective customer. The customer may incur further taxes or other costs which are not paid via the Bank or charged by the Bank. The customer shall bear the costs for the use of remote means of communication him-/herself. The Bank does not allow any overdraft on the account.

### **6. Validity**

Information provided in this document, as well as in any other general or special terms and conditions of the Bank will remain valid until a further notice in accordance with Section 1.2 herein.

### **7. Method of Payment**

Any payments in relation to the services provided by the Bank shall be made by automatic deduction from the account, unless otherwise agreed between the parties.

### **CONSENT TO EARLY PERFORMANCE OF THE CONTRACT:**

Notwithstanding my right to withdraw from the contract pursuant to § 8 para. 5 FernFinG I expressly agree to the early, immediate fulfilment of the contract.

### **UNCOMMON CLAUSES**

For the purpose of Articles 1202 – 1203 of the Romanian Civil Code, the customer expressly agrees and accepts all the provisions herein on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction and/or any other uncommon clauses, including but not limited to those in Section I (*Pre-contractual Information*), Section 1.2, (*Amendments to the Account Documents and the conditions*), 1.3 (*Term and termination*), 1.4 (*Fees and charges*), 1.5 (*Foreign currency transactions*), 3 (*Services of the Bank in the area of payment transactions*), 4 (*Due diligence obligations for payment instruments and blocking of payment instruments*), 5 (*Authorisation and execution of payment orders*), 6 (*Liability and reimbursement obligation in connection with payment orders*) and 7 (*Complains*) of Section II, and Section 2 (*Notice of the right of withdrawal according to § 8 FernFinG*), 3 (*Termination of the contractual relationship*), 4 (*Information on legal remedies*) and 6 (*Validity*) of Section III herein.

## GENERAL TERMS AND CONDITIONS OF WESTERN UNION INTERNATIONAL BANK GMBH

For ease of reading, the General Terms and Conditions are not formulated in a gender-specific manner and apply equally to all genders.

### GENERAL PROVISIONS

#### I. BASIC RULES FOR BUSINESS RELATIONSHIPS BETWEEN CUSTOMER AND BANK

##### A. SCOPE OF APPLICATION OF AND MODIFICATIONS OF OR AMENDMENTS TO THESE GENERAL TERMS AND CONDITIONS

###### 1. Scope of application

**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.

(2) The terms "consumer" and "entrepreneur" shall hereinafter have the same meaning as in the Austrian Consumer Protection Act.

(3) The term "Account Documents" shall hereinafter mean all documents related to the onboarding process of the customer under the Western Union Digital Banking App (hereinafter referred to as the "App"), including but not limited to the Pre-contractual information provided by Western Union International Bank GmbH, the GTC herein, Special Conditions for debit card and virtual debit card, Special Conditions for electronic banking per Western Union Digital Banking App, Special Conditions for SEPA instant payments and related price lists, as such may be applicable on a case by case basis, depending on the services to be performed by the Bank to the customer, together with any other ancillary documentation necessary for finalizing or implementation of the onboarding process under the App, as expressly and individually accepted by the customer and as amended from time to time.

(4) The customer must be of legal age to open an account with the Bank.

###### 2. Amendments

**Section 2** (1) Amendments to these GTC shall be offered to the customer by the Bank not later than two months before their proposed date of entry into force; the provisions affected by the amendment offer and the proposed amendments to these GTC shall be presented in a comparison attached to the amendment offer (hereinafter referred to as "Comparison"). The amendment offer shall be communicated to the customer. The customer shall be deemed to have consented to the amendments if the Bank does not receive an objection from the customer in writing or electronically [e.g. via e-mail or the App] before the proposed date of entry into force. The Bank shall draw the

customer's attention in the amendment offer to the fact that the customer's silence by failing to object in writing or electronically [e.g. via e-mail or the App] shall be deemed consent to the amendments and that the customer who is a consumer shall have the right to terminate the framework agreements for payment services (i.e. the relevant Account Documents) without notice and free of charge before the amendments enter into force. In addition, the Bank shall publish the Comparison as well as the complete version of the new GTC on its website and shall send the customer via e-mail the complete version of the new GTC upon the customer's request; the Bank shall also refer to this in the amendment offer.

(1a) The notification and amendment offer in accordance with Paragraph 1 shall be provided to the customer via transmission of the amendment offer together with the Comparison by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

(1b) Vis-à-vis an entrepreneur it is sufficient that the Bank makes the amendment offer available not later than two months before the proposed date of entry into force of the amendments by e-mail or in another way arranged with the entrepreneur.

(2) In the event of such an intended amendment to the GTC, customers who are consumers shall have the right to terminate their framework contracts for payment services (i.e. the relevant Account Documents), free of charge, and without giving notice before such amendment becomes effective. The Bank shall inform the customer of this fact in its amendment offer.

(3) Paragraphs 1 to 2 above shall also apply to amendments to framework contracts for payment services in which the customer and the Bank have agreed the application of these GTC.

(4) Paragraphs 1 to 2 above shall not apply to changes in the Bank's services (including credit interest) and charges payable by the customer (including debit interest). Changes in charges, changes in services and changes in interest are subject to Sections 43 to 46 to the extent that such changes are not individually agreed with the customer.

### B. STATEMENTS

#### 1. Customer orders and instructions

**Section 3** (1) Instructions shall be given in writing.

(2) The Bank shall, however, also be entitled to carry out instructions given via telecommunications (in particular over the phone or via data communication). Subject to the fulfilment of all other prerequisites the Bank shall only be obliged to carry out such orders if the customer has made an agreement to this effect with the Bank.

#### 2. Obtaining of confirmations by the Bank

**Section 4** For security reasons the Bank shall be entitled, in particular in case of instructions given via telecommunications,



to obtain a confirmation of the order via the same or a different means of communication, as the case may be.

### 3. Statements of the Bank

**Section 5** (1) The notifications and statements of the Bank made via telecommunications shall be effective subject to written confirmation unless otherwise agreed in writing or other banking practices exist in this respect. This shall not apply vis-à-vis consumers.

(2) Statements and information which the Bank shall provide or make accessible to the customer shall be generally provided to the customer electronically, as agreed with the customer and in the instances required and described in these GTC on another durable medium.

(3) The Bank shall make available to a customer who is a consumer, in electronic form in the Statements section under "Profil" in the App, the statement of fees to be prepared pursuant to Section 8 of the Austrian Consumer Payment Accounts Act (Verbraucherzahlungskontogesetz – VZKG) on a yearly basis and when the framework contract is terminated.

### C. RIGHT OF DISPOSAL UPON THE DEATH OF A CUSTOMER

**Section 6** (1) As soon as it receives notice of the death of a customer the Bank shall permit dispositions on the basis of a specific decision rendered by the probate court or a court order specifying the heirs' entitlement to the inheritance.

(2) No authority to sign on an account granted by an entrepreneur for a business account shall terminate upon the death of a customer. In case of any doubt the accounts of an entrepreneur shall be considered business accounts.

### D. OBLIGATIONS AND LIABILITY OF THE BANK

#### 1. Information duties

**Section 7** (1) Apart from the statutory duties to provide information, the Bank shall have no other duties to provide information in addition to those stated in its terms and conditions unless separately agreed. For this reason, the Bank shall not be obliged – unless there is a legal or contractual obligation – to inform the customer of imminent price or exchange losses, of the value or worthlessness of objects entrusted to the Bank, or of any facts or circumstances likely to affect or jeopardize the value of such objects. Nor shall the Bank be obliged to provide other advice or information to the customer.

(2) The provisions of Chapter 3 of the Austrian Payment Services Act 2018 (*Zahlungsdienstegesetz 2018 – ZaDiG*), wherein the transparency of the contractual conditions as well as the information requirements for payment services are regulated, shall not be applicable vis-à-vis entrepreneurs and legal entities.

#### 2. Executing orders

**Section 8** (1) The Bank shall execute an order which, due to its nature, requires the assistance of a third party, by engaging a third party in its own name. If the Bank selects the third party it shall be liable for diligent selection.

(2) The Bank shall be obliged to assign claims vis-à-vis the third party, if any, to the customer upon his/her request.

**Section 9** (1) Beyond Section 8, the Bank shall be liable vis-à-vis consumers (but not vis-à-vis entrepreneurs and legal entities) for payment services within the European Economic Area (EEA) as follows:

- where the payment transaction is initiated directly by the payer, the Bank shall be liable for the correct execution of the payment transaction until receipt by the payment service provider of the payee,
- where the payment transaction is initiated by or through the payee, the Bank shall be liable for the correct transmission of the payment transaction to the payment service provider of the payer and for execution of the payment transaction in accordance with its legal obligations, and
- (in both cases) for any charges for which the Bank is responsible and for any interest to which the consumer is subject as a consequence of non-execution or defective, including late, execution of the payment transaction. The Bank is responsible to its customers for all the losses caused as a consequence of the non-execution or defective, including late, execution of payment orders.

(2) Where a payment transaction is executed with a slight delay, the Bank acting in a role as the payment service provider of the payee shall be way of derogation from Section 80 para 2 no. 5 Austrian Payment Services Act 2018 (*Zahlungsdienstegesetz 2018 – ZaDiG*) value the amount of the payment transaction on an entrepreneur's or on a legal entity's payment account with the correct date only if the Bank is at fault for the delayed execution of the payment transaction.

### E. OBLIGATIONS TO CO-OPERATE AND LIABILITY OF THE CUSTOMER

#### 1. Introduction

**Section 10** In his/her dealings with the Bank the customer shall, in particular, observe the obligations to co-operate stated below. Any violation thereof shall lead to an obligation to pay damages on the part of the customer or to a reduction in his/her claims for damages vis-à-vis the Bank.

#### 2. Notification of important changes

##### a) Name, address and contact details

**Section 11** (1) The customer shall immediately notify the Bank of any changes in his/her name, company name, address or the service address advised by him/her, his/her email address and mobile telephone number.

(2) If the customer fails to notify changes in the address, written communications of the Bank shall be deemed received if they were sent to the address most recently advised to the Bank by the customer.

(3) Any electronic declarations of the Bank (e.g. declarations sent by email or SMS) to the email address or mobile telephone number most recently advised by the customer shall be deemed received by the customer for whom they are intended if he/she is able to access them under normal circumstances (§12 E-Commerce Act).

## b) Power of representation

**Section 12** (1) The customer shall immediately notify the Bank in writing or electronically of any cancellation or of changes of any power of representation advised to it, including an authority to operate and sign on an account (Sections 31 and 32), and shall provide appropriate documentary evidence in this regard.

(2) Any power of representation advised to the Bank shall continue to be effective until written notification of cancellation of the same or of a change in its current scope,

unless the Bank had knowledge of such cancellation or change or was not aware thereof due to gross negligence. The same shall, in particular, also apply if the cancellation or change in the power of representation is registered in a public register and was duly published.

## c) Capacity to enter into legal transactions; dissolution of the company

**Section 13** The Bank shall immediately be notified in writing of any loss of or reduction in the customer's capacity to enter into legal transactions. If the customer is a company or legal entity, a dissolution of the same shall be immediately notified to the Bank.

## d) Business relationship on its own account or on the account of a third party

**Section 13a** The customer shall inform the Bank, when establishing any business relationship and when availing him-/herself of an occasional transaction, if he/she wishes to engage in the relationship and/or the transaction on his/her own account or on the account of a third party or on behalf of a third party. The customer shall immediately notify the Bank of his/her own accord of any changes in this regard over the course of the proper business relationship.

## 3. Clarity of orders

**Section 14** (1) The customer shall ensure that his/her orders/instructions to the Bank are clear and unambiguous. Modifications, confirmations or reminders shall expressly be marked as such.

(2) If the customer wishes to give special instructions to the Bank regarding the carrying out of orders he/she shall inform the Bank thereof separately and explicitly, and in case of orders given by means of forms, the instructions shall be given separately, i.e. not on the form. This shall, above all, apply if the carrying out of the order is extremely urgent or subject to certain periods and deadlines.

## 4. Due care and diligence in using and blocking of payment instruments; blocking account access

**Section 15** (1) When using a payment instrument which, in accordance with an agreement, may be used for giving instructions to the Bank, the customer shall take all reasonable precautions in order to protect the personalised security features against unauthorised access and comply with the conditions for the issue and use of the respective payment instrument. Payment initiation service providers and account information service providers shall not be considered "unauthorised parties" in the terms of this provision.

(1a) The customer shall notify the Bank, or an entity specified by the Bank without delay of the loss, theft, misuse

or any other unauthorised use of the payment instrument as soon as he/she becomes aware of it.

(1b) Entrepreneurs and legal entities shall be liable for any damages that the Bank suffers due to violation of these obligations to due care and diligence in accordance with paragraphs 1 and 1a with no limit on the amount, regardless of the type of intentional act or negligence for which the entrepreneur/legal entity is responsible.

(2) The Bank shall be entitled to block payment instruments issued to the customer if

- (i) objective reasons justify such action in connection with the security of the payment instrument, or
- (ii) there is a suspicion of unauthorised or fraudulent use of the payment instrument, or
- (iii) the customer has not met his/her payment obligations in connection with a credit line (overrun or overdraft) linked to the payment instrument and
  - either there is a risk that the customer may fail to meet these payment obligations as the financial position of the customer or of a co-obligor has deteriorated or is jeopardized
  - or the customer has become insolvent or is in imminent danger of becoming insolvent.

(3) The Bank shall – to the extent that notification of such blocking or of the reasons for such blocking would not infringe a court order or an order issued by an administrative authority, or contravene national or European law or objective security considerations – inform the customer of blocking of the payment instrument and the reasons for it by using one of the methods of communication agreed with the customer, where possible, before the payment instrument is blocked and at the latest immediately afterwards. The Bank shall unblock the payment instrument or replace it with a new payment instrument once the reasons for blocking no longer exist.

(4) The Bank shall be entitled to deny a payment initiation service provider or an account information service provider access to the customer's payment account if this is justified by objective and duly evidenced reasons associated with unauthorised or fraudulent access to the payment account by that payment initiation service provider or that account information service provider, including the unauthorised or fraudulent initiation of a payment transaction.

(5) The Bank shall immediately inform the customer – to the extent that notification of such blocking or of the reasons for such blocking would not infringe a court order or an order issued by an administrative authority, or contravene national or European law or objective security considerations – that the access to the customer's payment account by that payment initiation service provider or that account information service provider is denied and the reasons therefor by using one of the methods of communication agreed with the customer, before access is denied and at the latest immediately thereafter.

## 5. Raising of objections

**Section 16** (1) The customer shall immediately verify statements of the Bank which do not relate to payment services (such as confirmations of orders concerning financial instruments, communications about the carrying out of the same and confirmations of transactions;

statements of account, closing statements and any other statements concerning lending and foreign currency business; statements of securities) as to their completeness and correctness and shall raise objections, if any, without delay but within two months at the most. If the Bank receives no written objections to a closing statement which does not relate to a payment account within a period of two months, the relevant closing statement of the Bank shall be deemed approved. The customer may demand that the closing statement be rectified even after the two-month period has expired; in such a case, the customer shall prove that his/her account was wrongly debited or a credit entry to which he/she was entitled was not made. The Bank shall in each case inform the customer at the beginning of the two-month period about the consequences of failing to raise timely objections.

(2) In the event of a debit entry being made in the customer's current account on the basis of an unauthorised or incorrectly executed payment transaction, the customer may in any case obtain a correction by the Bank if he/she informs the Bank to this effect without delay after becoming aware of an unauthorised or incorrectly executed payment transaction, but not later than 13 months after the date of the debit entry. If the customer is an entrepreneur, then this time limit expires 3 months after the date of the debit entry. The time limits shall not apply if the Bank has failed to provide the customer with, or make available to him/her, the information on the relevant payment transaction which is to be provided pursuant to Section 39 Paragraph 9 of these GTC. This provision shall not preclude any other claims of the customer for the correction.

(3) The Bank shall refund the customer the amount of the unauthorised payment immediately, and in any event no later than by the end of the following business day, after noting or being notified of the transaction. The refund shall be made by restoring the debited payment account to the state in which it would have been had the unauthorised payment transaction not taken place. The amount on the payer's payment account shall be valued no later than the date the amount had been debited. If the Bank has informed the Financial Market Authority of justified reasons for there being the suspicion of the customer acting fraudulently, in writing, then the Bank shall immediately review and meet its refund obligation if the suspicion of fraud cannot be confirmed. Where the unauthorised payment transaction was initiated through a payment initiation service provider, then the Bank shall be obliged to make the refund in accordance with this Paragraph 3.

**Section 17** cancelled

## 6. Translations

**Section 18** Any foreign-language instruments shall be presented to the Bank also in a Romanian translation of a court-appointed and certified interpreter if the Bank so requires.

## F. PLACE OF PERFORMANCE; CHOICE OF LAW; LEGAL VENUE

### 1. Place of performance

**Section 19** The place of performance for both parties shall be the head office of the Bank with which the transaction was concluded. This does not apply to payments to be made by a consumer to the Bank.

### 2. Choice of law

**Section 20** All legal relations between the customer and the Bank shall be subject to Austrian law.

### 3. Legal venue

**Section 21** (1) Legal actions of an entrepreneur against the Bank may only be taken in the court having subject-matter jurisdiction at the place of the Bank's registered office. This shall also be the legal venue in case of legal actions of the Bank against an entrepreneur, with the Bank being entitled to assert its rights in every court having local jurisdiction and jurisdiction over the subject-matter.

(2) A consumer may bring proceedings against the Bank either at the Bank's principal place of business, which is Vienna, Austria, or in the state in which he/she has the domicile. The Bank may bring proceedings against consumers only in the country where the consumer has his/her domicile, unless an agreement providing otherwise is entered into after the dispute has arisen.

## G. TERMINATION OF THE BUSINESS RELATIONSHIP

### 1. Ordinary termination of business relationships with entrepreneurs

**Section 22** Unless an agreement has been made for a specific period, the Bank and the customer may terminate the entire business relationship or individual parts thereof (including credit agreements and framework contracts for payment services, including the relevant Account Documents) at any time subject to a reasonable notice period. Charges paid in advance shall not be refunded.

### 2. Ordinary termination of business relationships with consumers

(2) **Section 23** (1) The customer may terminate a framework contract for payment services, including the relevant Account Documents, free of charge at any time, by notice sent via the App or by calling +40317829797. The right to terminate a framework contract for payment services, including the relevant Account Documents, free of charge and without notice if the Bank proposes a modification of or amendment to the GTC (Section 2 Paragraph 3) shall remain unaffected by this provision. The customer may terminate credit agreements concluded for an indefinite period free of charge at any time subject to a notice period of one month. The customer may terminate all other agreements concluded with the Bank for an indefinite period at any time with a reasonable notice period.

(3) The Bank may terminate framework contracts for payment services, including the relevant Account Documents, and credit agreements concluded for an indefinite period, subject to a notice period of two months. Such termination shall be communicated electronically on a durable medium. The Bank may terminate all other agreements concluded for an indefinite period at any time, subject to a notice period of two months.

### 3. Termination for important reason

**Section 24** (1) The Bank and the customer shall be entitled to terminate the entire business relationship or individual parts thereof at any time with immediate effect for

important reason notwithstanding any agreement specifying a fixed period.

(2) Important reasons entitling the Bank to terminate the business relationship are, in particular, if

- the financial situation of the customer or of a co-debtor deteriorates or is put at risk and the fulfilment of obligations vis-à-vis the Bank is jeopardised as a result thereof,
- the customer provided incorrect information in all material aspects concerning essential aspects of his/her financial circumstances (assets or obligations) or any other essential circumstances, due to which the Bank would not have concluded the agreement had it been aware of the actual financial circumstances or situation or
- the customer fails or is unable to fulfil an obligation to provide or increase collateral, which jeopardises the fulfilment of obligations towards the Bank.

The Bank will notify the consumer immediately about the termination of the agreement.

#### 4. Legal consequences

**Section 25** (1) Upon termination of the entire business relationship or individual parts thereof the amounts owed thereunder will immediately become due and payable. In addition, the customer shall be obliged to release the Bank from all liabilities assumed for him/her.

(2) In addition, the Bank shall be entitled to terminate all liabilities assumed for the customer and to settle the same on behalf of the customer as well as to immediately redebit amounts credited subject to collection. Claims arising from securities, in particular bills of exchange, may be asserted by the Bank until potential debit balances, if any, are covered.

(3) In the event of the termination of the entire business relationship or individual parts thereof, the Bank shall reimburse charges for payment services paid in advance for a specific period to customers who are consumers on a pro-rated basis.

(4) These GTC shall continue to apply even after termination of the business relationship until complete settlement.

#### H. RIGHT TO DENY PAYMENT

**Section 26** (1) The Bank may deny payment of the credit amount for objectively justified reasons.

(2) Objectively justified reasons in the meaning of paragraph 1 shall be deemed to exist when, following the conclusion of the agreement,

- conditions arise which indicate a deterioration of the borrower's financial situation or a devaluation of the pledged collateral to an extent that would jeopardise the repayment of the loan or the payment of interest even if the collateral were to be liquidated, or
- the Bank has an objectively justified reason to believe that the credit amount is being used by the borrower in a way that violates the agreement or the law.

(3) The Bank shall inform consumers of such intentions immediately on a durable medium and shall cite the reasons that led to these intentions. The reasons shall not be cited if doing so would jeopardise public safety or order.

#### II. BANK INFORMATION

**Section 27** General information about the financial situation of an enterprise which is customary in banking practice will only be provided in a non-binding manner and, vis-à-vis entrepreneurs, only in writing unless an obligation to provide such information exists.

#### III. OPENING AND KEEPING OF ACCOUNTS AND SECURITIES ACCOUNTS

##### A. SCOPE OF APPLICATION

**Section 28** Unless otherwise provided the following regulations regarding accounts shall also apply to securities accounts.

##### B. OPENING OF ACCOUNTS

**Section 29** When opening an account the future account holder shall prove his/her identity. Accounts shall be kept under the name of the account holder or the company name together with an account number.

##### C. SPECIMEN SIGNATURES

**Section 30** cancelled

##### D. AUTHORITY TO OPERATE AND SIGN

###### 1. Authority to operate

**Section 31** Only the account holder shall be entitled to make dispositions regarding the account. Only persons whose power of representation is provided for by law or persons who hold an express written power of attorney to operate the account shall be entitled to represent the account holder. They shall be obliged to prove their identity and power of representation. In the case of powers of attorney issued as a precaution whose effectiveness (in particular when a person becomes legally incapacitated) has been recorded in the Austrian Central Register of Powers of Representation, a general power of attorney to operate the accounts of the grantor of the power of attorney shall suffice.

###### 2. Authority to sign

**Section 32** cancelled

##### E. SPECIAL TYPES OF ACCOUNTS

###### 1. Sub-account

**Section 33** An account may also include (multicurrency) sub-accounts. Even if they are given sub-account names the account holder shall be exclusively entitled and obligated vis-à-vis the Bank in connection with the same.

###### 2. Escrow account

**Section 34** cancelled

###### 3. Joint account

**Section 35** cancelled

**Section 36** cancelled

#### 4. Foreign currency account

**Section 37** (1) If the Bank keeps a foreign currency account for the customer, transfers in the respective foreign currency shall be credited to such account unless a different transfer instruction has been given. If no foreign currency account exists, the Bank shall be entitled to credit foreign currency amounts in national currency. The amount shall be converted at the conversion rate of the day on which the amount in foreign currency is at the Bank's disposal and may be used by it.

(2) The Bank's obligation to execute an instruction to the debit of a foreign currency credit balance or to meet a foreign currency liability shall be suspended to the extent that, and as long as, the Bank cannot use, or can use only to a limited extent, the currency in which the foreign currency credit balance or liability is denominated because of political measures or events in the country of the relevant currency. To the extent that, and as long as, such measures or events last, the Bank shall not be obliged to execute such instruction in a different place outside the country of the relevant currency, in a different currency (including the euro) or by means of cash. The Bank's obligation to execute an instruction to the debit of a foreign currency credit balance shall not be suspended, however, if the Bank can fully execute such instruction within the Bank itself. The above provisions shall not affect the right of the customer and of the Bank to offset mutual claims which are due and denominated in the same currency against one another.

(3) If a foreign currency account is closed, any balances in non-euro will be converted into euro at the conversion rate of the day on which the amount is transferred to the euro account.

#### F. BALANCING OF ACCOUNTS AND STATEMENTS OF SECURITIES

**Section 38** (1) Unless otherwise agreed the Bank shall balance accounts on a quarterly basis. Interest and charges accrued since the last account balancing shall be included in the closing balance, which shall subsequently continue to carry interest ("compound interest").

(2) The Bank shall keep the closing statement ready for the customer in the Statements section under "Profile" in the App in such a way that the Bank can no longer alter the closing statement unilaterally, for at least the duration of the framework contract, and the customer has the opportunity to additionally store and print out the information for him-/herself.

(3) The other statutory and contractual duties of the Bank to provide information shall remain unaffected by the above provisions; reference is made to Sections 5 (3) and (4), 39 (9) and 40 (2).

#### IV. GIRO TRANSACTIONS

##### A. TRANSFER INSTRUCTIONS

**Section 39** (1) For transfer instructions in euro to the benefit of a payee whose account is maintained at a payment service provider within the European Economic Area (EEA), the customer shall specify the payee by indicating the payee's International Bank Account Number (IBAN). For transfer instructions in currencies other than euro to the benefit of a payee whose account is maintained at a

payment service provider within an EEA member state, the customer shall specify the payee by indicating payee's IBAN (or account number) and the payment service provider's Bank Identifier Code (BIC).

(2) For transfer instructions in favour of a payee whose account is maintained at a payment service provider outside the EEA, the customer shall specify the payee's name and shall indicate:

- the payee's IBAN and the BIC of the payee's payment service provider or
- the payee's account number and either the name, Bank routing code or BIC of the payee's payment service provider.

(3) The IBAN and BIC or account number and name/Bank routing code/BIC of the payee's payment service provider, which are to be specified by the customer pursuant to Paragraphs 1 and 2, are the unique identifier of the payee on the basis of which the transfer instruction is executed. If the customer specifies details of the payee in addition to the IBAN and BIC, such as the payee's name, such details are not part of the unique identifier; they serve only documentation purposes and will be disregarded by the Bank when it executes the transfer instruction.

(4) The designated purpose stated in the transfer instruction shall in any case be irrelevant to the Bank.

(5) Acceptance of a transfer instruction by the Bank alone shall itself not lead to any rights of a third party vis-à-vis the Bank.

(6) The Bank shall only be obliged to execute a transfer instruction if sufficient funds to cover the total amount are available in the customer's account stated therein (credit balance, credit line granted).

(7) Transfer instructions received by Bank or by a payment initiation service provider (Section 39a) cannot be revoked unilaterally by the customer. If a transfer instruction is agreed to be executed at a later date, the transfer instruction shall become irrevocable upon expiry of the business day preceding the date of execution.

(8) If the Bank refuses to execute a transfer instruction, it shall inform the customer as soon as possible, but in any case within the periods specified in Section 39a Paragraph 3, of such refusal and of how the transfer instruction can be corrected in order to enable the Bank to execute it in the future. A reason for such refusal shall only be stated if this would not constitute an infringement of national or European law or an infringement of a court order or an order issued by an administrative authority. Transfer instructions refused by the Bank in a justified manner shall not trigger the periods agreed for execution in Section 39a of these GTC.

(9) Information on executed transfer instructions (reference, amount, currency, charges, interest rate, exchange rate, value date of the debit entry) and other payments debited to the customer's account, under a direct debit procedure in particular, shall be provided to the customer who is a consumer in the account statement when the respective transaction takes place. The customer who is a consumer may require the account statement to be made available by the Bank once a month, free of charge, in a manner which has been agreed in the framework contract for making information available (i.e. in the Statements section under "Profile" in the App in such a way that the Bank can no longer alter the account statement unilaterally, for at least the duration of the framework contract, and the customer has the opportunity

to additionally store and print out the information for him-/herself). The customer who is a consumer may further require the account statement to be provided on paper once a month against an appropriate compensation of costs by mail.

## 1. Execution time

**Section 39a** (1) Payment instructions received by the Bank after the time near the end of the business day specified by the Bank and to be notified to the customer for the respective type of payment or on a day which is not a business day shall be deemed to have been received on the subsequent business day. In addition, the Bank shall publish these times in the "Pre-contractual information provided by Western Union International Bank GmbH", which shall be made available in electronic form on its website. A business day is every day on which the Bank maintains the business operations required for carrying out payments with a specific payment instrument.

(2) If the customer who gives a payment instruction and the Bank agree that the execution of a payment instruction should start on a specified date or at the end of a specified period or on the day on which the customer makes the funds available to the Bank, the agreed date shall be deemed to be the time of receipt. If the agreed date is not a business day of the Bank, the payment instruction shall be deemed to have been received on the subsequent business day.

(3) The Bank shall ensure that, after the time of receipt, the amount of the payment transaction will be credited to the payee's payment service provider's account not later than by the end of the following business day. This Paragraph shall only apply to payment transactions in euro, to national payment transactions in the currency of a EU or EEA Member State outside the Euro zone, as well as to payment transactions involving only one currency conversion between the euro and the currency of an EU or EEA member state outside the euro area, provided that the required currency conversion is carried out in Romania and, in the case of cross-border payment transactions, the cross-border transfer takes place in euro

(4) For payment transactions within the European Economic Area (EEA) not mentioned in Paragraph 3, the execution time mentioned in Paragraph 3 shall not exceed 4 business days.

## B. CREDIT ENTRIES AND RIGHT TO CANCEL

**Section 40** (1) In case of validly existing Account Documents, the Bank shall be obliged and irrevocably entitled to accept amounts of money on behalf of the customer and credit the same to his/her account. If the Bank has any claims in connection with the account against the customer, then the Bank shall be entitled even after termination of Account Documents, to accept amounts of money on behalf of the customer and to offset its claims against the customer's claim for payment of the amount received. In such a case, the Bank shall announce the offsetting to the customer and inform the customer of the remaining balance, as well as of the fact that he/she may dispose of it once the claims have been offset. As soon as there are no claims of the Bank in connection with the account against the customer and the account balance amounts to EUR 0, the Bank shall close the account and shall inform the customer of the account's closure. The instruction to provide a customer with an amount of money shall be carried out by the Bank by crediting the amount to

the account of the payee unless otherwise indicated in the instruction. If the customer's account subject to the instruction is not held in the same currency as the currency of the amount subject to the instruction, then the credit entry shall be made after conversion in the account's currency at the conversion rate of the day on which the respective amount is at the Bank's disposal and may be used by it.

(2) Information on credit transfers to the customer's account (reference, amount, currency, charges, interest rate, exchange rate, value date of the credit entry) shall be provided to the customer who is a consumer in the account statement when the transaction takes place. The customer who is a consumer may require the account statement to be made available by the Bank once a month, free of charge, in a manner which has been agreed in the framework contract for making information available (i.e. in the Statements section under "Profile" in the App in such a way that the Bank can no longer alter the account statement unilaterally, for at least the duration of the framework contract, and the customer has the opportunity to additionally store and print out the information for him-/herself). The customer who is a consumer may further require the account statement to be provided on paper once a month against an appropriate compensation of costs by mail.

(3) The Bank shall be entitled to deduct its charges for the credit transfer from the amount to be credited. The Bank shall state the amounts of the credit transfer and of deducted charges separately. Where a payment transaction to be credited to a customer is initiated by or through the customer as a payee, the Bank shall value the credit transfer to the customer's account in the full amount.

(4) The Bank shall be entitled to cancel any credit entries made due to an error on its part at any time. In other cases the Bank will only cancel the credit entry if the ineffectiveness of the transfer instruction is clearly proven to it. The right to cancel shall not be eliminated by a balancing of the account which took place in the meantime. If the right to cancel exists the Bank may deny disposal of the amounts credited.

## C. CREDIT ENTRY SUBJECT TO COLLECTION

**Section 41** (1) If the Bank credits amounts which it has to collect on behalf of the customer (in particular, within the scope of bills of exchange and other securities, direct debits, etc.), or which are to be transferred to the customer's account, to the customer's account before the amount to be collected or the amount transferred is received by the Bank, the credit entry is only made subject to actual receipt of the credited amount by the Bank. This shall also apply if the amount to be collected should be payable at the Bank.

(2) Due to this reservation the Bank shall be entitled to reverse the credit entry by means of a simple entry if the collection or the credit transfer has failed or if due to the economic situation of a debtor, intervention by a public authority or for other reasons it is to be expected that the Bank will not obtain the unrestricted right of disposition of the amount to be collected or the amount transferred.

(3) The reservation may also be exercised if the amount credited was collected abroad or transferred from abroad and the Bank is redebited the amount by a third party pursuant to foreign law or on the basis of an agreement entered into with foreign banks.

(4) If the reservation is in force the Bank shall also be entitled to deny the customer the right to dispose of the credited amounts. The reservation will not be eliminated by the balancing of accounts.

#### D. DEBIT ENTRIES

**Section 42** (1) In the event of transfer instructions, debit entries shall only be considered a confirmation that the instruction has been carried out if the debit entry was not reversed within two business days (see Section 39a Paragraph 1 of these GTC).

(2) Payment instructions as well as Business to Business Direct Debits (Section 42a Paragraph 1) are deemed collected/cashed/honoured if the debit entry has not been cancelled on the debited account of the customer within three business days unless the Bank has informed the presenter or paid him/her the amount in cash already prior thereto. Direct Debits (Section 42a Paragraph 1) are honoured upon expiry of five business days.

#### E. SEPA-Direct Debit and SEPA-Business to Business Direct Debit

**Section 42a** (1) SEPA-Direct Debit means that the payer directly authorises the payee, by means of a SEPA-Direct Debit mandate and without involving the payer's Bank, to collect amounts in euro at the expense of the payer's account.

SEPA-Business to Business Direct Debit means that the payer directly authorises the payee, by means of a SEPA-Business to Business Direct Debit mandate, to collect amounts in euro at the expense of the payer's account, whereby both the payer and the payee are entrepreneurs and the SEPA-Business to Business Direct Debit mandate is being held by the payer's Bank before the account is debited. The customer (payer) agrees to his/her account being debited with amounts collected from his/her account at the Bank by third parties (payees) who were authorised by him/her by means of a SEPA-Direct Debit mandate or a SEPA-Business to Business Direct Debit mandate. Such consent may be revoked by the customer in writing at any time. Any such revocation shall be effective from the business day following its receipt by the Bank. In the same way, consent to Direct Debits by an authorised third party may be restricted to a specified amount or a specified interval or both.

(2) The Bank shall execute SEPA-Direct Debits and SEPA-Business to Business Direct Debits to be debited to the customer's account on the basis of the International Bank Account Number (IBAN) transmitted by the Bank collecting the amount. The IBAN data are the customer identifier used for executing the SEPA-Direct Debit or the SEPA-Business to Business Direct Debit. If the Bank collecting the amount provides additional details of the customer, such as the name of the holder of the account from which the amount is to be collected, such details shall serve only documentation purposes and will be disregarded by the Bank when it executes the SEPA-Direct Debit or the SEPA-Business to Business Direct Debit.

(3) The customer (payer) may request a refund from the Bank of the amount debited to his/her payment account due to a SEPA-Direct Debit mandate issued by him/her within eight weeks from the date on which the respective amounts were debited. The Bank shall comply with the customer's request

and shall refund the debited amount to the customer's account within ten business days with the valuation of the date on which the account was debited.

(4) Irrespective of Paragraph 3, the customer shall not have the right to request a refund of the amount debited to his/her payment account due to a SEPA-Business to Business Direct Debit mandate.

(5) In the event that the SEPA-Direct Debit or the SEPA-Business to Business Direct Debit executed at the expense of the customer's account was not authorised, the customer shall obtain a correction in accordance with Section 16 Paragraph 2. The period shall begin when the Bank has made the information available to the customer in accordance with Section 39 Paragraph 9.

#### V. CHARGES AND REIMBURSEMENT OF EXPENSES

##### A. CHANGES IN CHARGES AND CHANGES IN SERVICES

###### 1. Changes in charges and changes in services for entrepreneurs

**Section 43** (1) The Bank shall be entitled in business with entrepreneurs to change, at its reasonable discretion, the charges for permanent services which are payable by the Bank or the customer (including debit interest and credit interest on current accounts and other accounts, account maintenance fees, etc.) by taking into account all relevant circumstances (in particular, changes in the legal framework, changes in money markets or capital markets, changes in funding costs, changes in staff expenses and non-staff expenses, changes in the Consumer Price Index, etc.).

(2) Changes in services provided by the Bank and any changes in charges going beyond Paragraph 1 and the introduction of new charges for previously agreed services shall require the consent of the customer. Unless the customer previously gave his/her express consent, such changes shall become effective two months after the Bank has notified the customer of the change requested by the Bank unless the Bank receives a written objection from the customer by then. In the notification the Bank shall draw the customer's attention to the requested change and to the fact that in the absence of any response from the customer, he/she will be deemed to have consented to the change upon expiry of the specified period. The Bank shall make the notification of the requested change available by e-mail in such a way that the Bank can no longer alter the information unilaterally, for at least the duration of the framework contract, and the customer has the opportunity to additionally store and print out the information for him-/herself, or otherwise for retrieval in another manner agreed with the entrepreneur.

###### 2. Changes in charges for consumers other than payment services

**Section 44** (1) The charges (except debit interest and credit interest) agreed with consumers for permanent services other than payment services which are rendered by the Bank (charges for permanent services are marked as such in the price list; they include e.g. account maintenance charges for accounts which are not used for the settlement of payment services; safe-custody fees) shall be adjusted (increased or

reduced) annually, with effect from 1 April of every year, to the development of the national Consumer Price Index 2015 (the index level of the December preceding the adjustment of charges is compared with the index level which is decisive for the most recent adjustment) published by Statistik Austria, rounded off to a full cent. If the charges are not increased for whatever reason despite a rise in the Consumer Price Index, the right to increase the charges in subsequent years shall thereby not be forfeited. Charges shall be adjusted not earlier than upon expiry of two months after the agreement was concluded.

(2) The provisions of this Section 44 shall not apply to changes to charges and services agreed in contracts for payment services, which are subject to the provisions in Section 45.

### **3. Changes to charges agreed in a framework contract for payment services with consumers and changes to payment services of the Bank**

**Section 45** (1) Changes in the charges for permanent services (except debit interest and credit interest) agreed with consumers in a framework contract for payment services (including the relevant Account Documents) shall be proposed to the customer by the Bank in a timely manner, whereby he/she shall receive the amendment offer no later than two months before the proposed date on which the changes are to become effective. The customer is deemed to have consented to the changes unless the Bank receives an objection from the customer before the proposed date on which the changes are to become effective. The Bank shall draw the customer's attention to this fact in its amendment offer. The amendment offer shall be provided to the customer. The permanent services are explicitly marked in the price list. Such a proposal made by the Bank for changes to charges – if the customer does not raise objection by the proposed date – may not exceed the extent of the change of the Consumer Price Index 2015 published by Statistik Austria. In addition to the extent to which charges are changed and the proposed date on which they are to become effective, the Bank shall in its amendment offer inform the customer of the date when changes to charges were last made, and of the extent to which the Consumer Price Index has changed since the date when changes to charges were last made. The customer shall have the right to terminate his/her framework contract free of charge, and without giving notice, before the change becomes effective. The Bank shall also draw the customer's attention to this possibility in its amendment offer.

(2) The notification and amendment offer in accordance with Paragraph 1 shall be provided to the customer via transmission of the change offer by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

(3) In the manner provided for in Paragraph 1, changes in the charges agreed with the customer shall be offered (increased or decreased) in line with the development of the national Consumer Price Index 2015 ("CPI") published by Statistik Austria or the index replacing it, in each case rounded to whole cents. Such adjustment shall be made

once a year with effect from 1 April of every year. The adjustment shall correspond to the change in the average of the index figures for the penultimate calendar year prior to the change offer compared with the average of the index figures for the last calendar year prior to the change offer. If the Bank refrains from increasing the fees in any year, this shall not affect the Bank's right to increase the fees in the future. If a fee increase is not implemented in one or more consecutive years, such fee increase(s) may be implemented with effect from the next fee increase implemented, in which case the adjustment shall be made to the extent corresponding to the change of the CPI index figure published for the average of the year preceding the fee increase to the CPI index figure which was the basis for the last fee increase implemented.

(4) A charge adjustment exceeding the development of the CPI pursuant to Paragraph 3 may be agreed with the customer in the manner provided for in Paragraph 1 if such charge adjustment is objectively justified. An objective justification shall be deemed to exist, in particular, if changes in the legal or regulatory framework conditions or technical developments for the provision of payment services (such as increased security requirements or new procedures) lead to increased costs for the provision of the agreed payment services. The Bank may adjust the fees pursuant to this Paragraph 4 no more than once per calendar year. In the event of a fee adjustment pursuant to Paragraph 4, the Bank shall also inform the customer in the change offer pursuant to Paragraph 1 that the fee change exceeds the CPI adjustment.

(5) The introduction of new charges may be agreed with the customer in the manner provided for in Paragraph 1 if such introduction is objectively justified. An objective justification shall be deemed to exist if changes in statutory or regulatory measures or changes in technical requirements for the provision of payment services (e.g. increased security requirements or new procedures) oblige the Bank to provide additional services. The Bank may introduce new fees pursuant to this Paragraph 5 no more than once per calendar year.

In case of introduction of new charges pursuant to Paragraph 5 the Bank shall inform the customer in the change offer pursuant to Paragraph 1 about the new charges and the services to be paid for with them and shall inform the customer that these are new charges which have not been agreed upon so far.

(6) Changes in the services of the Bank agreed with consumers within the framework of a continuing obligation may be agreed upon in the manner provided for in Paragraph 1 if they are objectively justified. An objective justification shall be deemed to exist in particular if the amendment is necessary due to legal or regulatory measures or due to the development of case law, if the amendment promotes the security of banking operations or the handling of the business relationship with the customer or if the amendment is necessary for the implementation of technical developments.

### **4. Change to interest rates**

**Section 46** (1) If an adjustment clause ties an interest rate to a reference interest rate (such as EURIBOR), changes triggered by the amendment of the reference interest rate shall take effect immediately without prior notice to the



customer. The consumer shall be informed of any changes in the interest rate that have taken effect no later than in the following calendar quarter.

(2) If no adjustment clause concerning interest rates has been agreed in the transaction with consumers for an account, changes in interest rates shall be offered to the customer by the Bank at least two months prior to the proposed date of their entry into force. The change offer shall be communicated to the customer. The customer shall be deemed to have given his/her consent if the Bank does not receive an objection from the customer in writing or electronically [e.g. via e-mail or the App] before the proposed date of entry into force. The Bank shall draw the customer's attention to the respective amendments offered in the amendment offer as well as to the fact that the customer's silence by failing to object in writing or electronically [e.g. via e-mail or the App] shall be deemed consent to the amendments. The customer who is a consumer shall have the right to terminate the framework agreement (i.e. the relevant Account Documents) without notice and free of charge before the amendments enter into force; the Bank shall also draw the customer's attention to this fact in the amendment offer.

(3) The notification to the customer of the offered amendments pursuant to Paragraph 2 shall be provided to the customer via transmission of the amendment offer by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

(4) Interest rates may be changed once a year in the manner agreed in this Paragraph 2 and only if such change is objectively justified taking into account all circumstances. Changes in interest rates due to changes in legal, regulatory and monetary policy (key ECB interest rate) conditions shall be considered objectively justified. A change in the interest rate may not exceed 0.5 percentage points in the individual change offer.

## **B. REIMBURSEMENT OF EXPENSES BY ENTREPRENEURS**

**Section 47** The customer who is an entrepreneur shall bear all necessary and useful expenses, disbursements and costs, in particular stamp duties and legal transaction charges, taxes, postage, cost of insurance, legal counsel, collection, consultancy services in business administration matters, telecommunications as well as provision, administration and utilisation or release of collateral incurred in connection with the business relationship between him/her and the Bank. The Bank shall be entitled to charge such expenses as a lump-sum amount without specifying the individual amounts unless the customer expressly demands itemisation of the individual amounts.

**Section 48** cancelled

## **VI. COLLATERAL**

### **A. PROVISION AND INCREASE OF COLLATERAL**

#### **1. Change in the risk**

**Section 49** (1) If circumstances in business relationships with entrepreneurs occur or become known subsequently which justify an increased risk assessment of the claims vis-à-vis the customer, the Bank shall be entitled to demand the provision or increase of collateral within a reasonable period of time. This shall, in particular, be the case if the economic situation of the customer has deteriorated or threatens to deteriorate or if the collateral available has deteriorated in value or threatens to deteriorate.

(2) This shall also apply if no collateral was demanded at the time the claims came into existence.

#### **B. BANK'S LIEN**

##### **1. Scope and coming into existence**

**Section 50** (1) The customer shall grant the Bank a lien on any items and rights which come into the possession of the Bank with the customer's will in connection with a banking transaction concluded with the Bank.

(2) The lien shall - unless there is an agreement to the contrary in Section 52 - in particular, also exist on all distrainable claims of the customer vis-à-vis the Bank, such as under credit balances. If securities are subject to the lien, the lien shall also extend to the interest and dividend coupons pertaining to such securities.

**Section 51** (1) The lien shall secure the Bank's claims vis-à-vis the customer under the business relationship even if the claims are conditional or limited as to time or not yet due. If the customer is an entrepreneur, the lien shall also secure claims against third parties for the performance of which the customer is personally liable.

(2) The lien shall come into existence upon the Bank's taking possession of the item to the extent claims pursuant to Paragraph 1 exist; otherwise at any future point in time when such claims arise.

##### **2. Exemptions from the lien**

**Section 52** (1) The lien shall not include items and rights which have been assigned by the customer to the execution of a certain instruction prior to coming into existence of the lien, such as amounts designated for the honouring of a certain bill of exchange as well as for the carrying out of a certain transfer. This shall, however, apply only as long as the assignment is effective.

(2) Notwithstanding the existing lien the Bank will carry out dispositions of the customer regarding credit balances on current accounts in favour of third parties as long as the customer has not received a notification by the Bank of the assertion of the lien. Distraint of the credit balance shall not be considered a disposition by the customer. Should payments be arriving on the current account for not distrainable monetary claims or only limited distrainable monetary claims on the part of the customer, then the Bank's lien shall only cover the distrainable part of the credit balances on this current account.

(3) The lien shall not include assets which the customer has disclosed in writing to the Bank as escrow assets prior to the coming into existence of the lien or which have come into the possession of the Bank without the customer's will.

## C. RELEASE OF COLLATERAL

**Section 53** Upon the customer's request the Bank will release collateral to the extent it has no justified interest in keeping it as security.

## D. REALISATION OF COLLATERAL

### 1. General information

**Section 53a** The following Sections 54 to 57 define the procedure applied by the Bank in realising collateral. As a basic requirement in each case (except cases covered by Section 57, where a claim serving as collateral becomes due before the secured claim becomes due), the secured claim shall be due and the right to realise such collateral shall have materialised pursuant to the applicable contractual and legal provisions. This requires a prior notice to the customer specifying the amount of the secured claim and threatening realisation of such collateral; at least one month shall have passed since the notice was sent to the customer. If the customer is an entrepreneur, the relevant period is one week. The notice threatening realisation of collateral may be omitted if it is impracticable, e.g. because the customer's whereabouts is unknown. In such a case the relevant period will start to run from the date the secured claim becomes due. Collateral may be realised before expiry of the relevant period if waiting for the period to expire would involve the risk of a significant and permanent loss in value.

### 2. Sale

**Section 54** Collateral having a market price or stock exchange price shall be realised by the Bank in compliance with the relevant statutory provisions by selling them at such price in the open market.

**Section 55** Movable, physical items serving as collateral and having no market price or stock exchange price shall the Bank have assessed by an authorised independent expert. The Bank shall notify the customer of the result of the assessment and at the same time ask the customer to nominate a party interested in purchasing the same within a period of one month who will pay not less than the assessed value as purchase price to the Bank within such period. If the customer fails to nominate an interested party within such period or if the purchase price is not paid by the interested party nominated, the Bank shall irrevocably be entitled to sell the collateral in the name of the customer for not less than the assessed value. The proceeds from the sale shall be used for redemption of the secured claims, with the customer being entitled to the surplus, if any.

### 3. Enforcement and out-of-court auction

**Section 56** The Bank shall also be entitled to realise the collateral by enforcement or – to the extent it has no market price or stock exchange price – to sell it at a public auction conducted by an authorized entrepreneur. The time and place of such auction and a general description of the collateral shall be published. The party who has provided the collateral and any third parties having rights to the collateral shall be informed of such details.

### 4. Collection

**Section 57 (1)** The Bank shall be entitled to terminate and collect the claims provided to it as collateral (including securities) if the secured claim is not paid when due. Prior thereto it shall be entitled to collect the claim serving as collateral when it becomes due. In case of an imminent significant and permanent loss in value of the claim serving as collateral the Bank shall be entitled to terminate the same already prior to the same becoming due. To the extent possible the customer shall be informed thereof in advance. Amounts collected prior to the due date of the secured claim shall serve as pledge instead of the claim collected.

(2) The provisions under Paragraph 1 shall not apply to wage and salary claims of consumers which have been provided as collateral for claims not yet due.

### 5. Admissibility of exploitation

**Section 58** Even if the acquirer does not pay the purchase price in cash immediately, the liquidation of the collateral by the Bank shall nevertheless be permissible, provided that no offer or no offer of equal value with immediate payment is available and the subsequent payment is secured.

## E. RIGHT OF RETENTION

**Section 59** The Bank shall be entitled to retain services to be rendered by it to the customer due to claims arising out of the business relationship even if they are not based on the same legal relationship. Sections 51 and 52 shall apply accordingly.

## VII. OFFSETTING AND CREDITING

### A. OFFSETTING

#### 1. by the Bank

**Section 60 (1)** The Bank shall be entitled to offset all of the customer's claims to the extent they are distrainable against all liabilities of the customer vis-à-vis the Bank. In this context, the Bank shall be expressly authorised by the customer to convert claims of the customer vis-à-vis the Bank which are denominated in foreign currencies into leu at the WUIB exchange rate in the accounting system, as prevailing on the day of offsetting, established in line with the market conditions applicable at that time, without any margin for the conversion of FX funds for offsetting against a negative balance and to offset such claims, insofar as they are attachable, against all liabilities of the customer denominated in leu.

(2) Notwithstanding the existing right to offset the Bank shall carry out dispositions of the customer in favour of third parties regarding credit balances on current accounts as long as the customer has not received an offsetting statement. Distraint of the credit balance shall not be considered a disposition by the customer.

#### 2. by the customer

**Section 61** The customer who is a consumer shall be entitled to offset all of the Bank's claims to the extent they are distrainable against all liabilities of the Bank against the customer who is a consumer. The customer who is an entrepreneur hereby unconditionally and irrevocably waives his/her right also in these cases to offset his/her liabilities.

## B. CREDIT

**Section 62** (1) In business with entrepreneurs, notwithstanding the provisions of Section 1416 ABGB [*Austrian General Civil Code*], the Bank may initially credit payments to claims due to the Bank to the extent no collateral has been provided for the same or if the value of the collateral provided does not cover the claims. In this respect it is irrelevant at what time the individual claims have become due. This shall also apply to a current account relationship.

(2) In business with consumers, the Bank may initially credit payments which have been made with the intention to settle a specific claim to unsecured portions of such claim even if this deviates from the customer's intention.

(3) The Bank may only avail itself of the rights granted in this Section if recovering of its claims would otherwise be jeopardised.

## VIII. CUSTOMER SERVICE & COMPLAINTS

### A. CUSTOMER SERVICE

**Section 63.** If You detect errors or encounter problems in the App, please contact us via the App or by telephone at +40317829797 or write to us at:

**Western Union Romania  
Lithuania UAB  
J. Balcikonio Str 7,  
Vilnius, Lithuania LT-08247**

### B. COMPLAINTS

**Section 64.** Please contact customer service if you believe an error has been made on your transfer, you have an enquiry in relation to the service or you have a complaint:

- ✓ contact us via the App; or
- ✓ call +40317829797.

An acknowledgement of your complaint will be sent to you within 5 business days of when we receive it. We will investigate your request and provide you with regular updates on its progress. The acknowledgement will contain the date of receipt plus a reference number, which should be used in all further communications with the Bank. We will always aim to resolve your concerns as quickly as possible, if it is not possible, we will send you written acknowledgement within five business days. We aim to resolve most complaints within 15 working days, if we have not been able to do this, due to reasons beyond our control, we will send you a holding reply, indicating the reasons for the delay in answering the complaint and specifying that we will provide you with a final response as soon as we have established all the facts and completed our investigation, however, no later than 35 working days after the receipt of your complaint. The final response will set our findings and explain our final position. We will do our best efforts to reply on paper or on another durable medium to your complaints.

If you are dissatisfied with the resolution proposed by the Bank, you have the right to refer to the courts or to:

- ✓ The Online Dispute Resolution (ODR) which offers a simple, efficient, fast, low-cost, and out-of-court solution to

disputes related to online transfers. Visit <http://ec.europa.eu/consumers/odr/>

- ✓ The Romanian Alternative Banking Dispute Resolution Centre, which offers simple, fast and free of charge proceedings for the consumer. For more information please visit: <https://csalb.ro/>
- ✓ Or you can file a complaint with the bank mediation service ([www.bankenschlichtung.at](http://www.bankenschlichtung.at)) or resort to the mediation procedure provided under the Romanian Law No. 192/2006 on mediation and the profession of mediators.

## IX. FATCA

### A. GENERAL

**Section 65.** We are obliged under the Tax information Authority Law (as amended), Regulations and Guidance Notes made pursuant to that Law and relevant intergovernmental agreements ("IGAs") in relation to the automatic exchange of information for tax matters (collectively "FATCA"), to collect certain information about each account holder's tax arrangements. Please note that in certain circumstances we may be obliged to share this information with relevant tax authorities. The OECD Common Reporting Standard ("CRS"), as implemented in Austria and other relevant jurisdictions, also requires us to collect and report certain information about an account holder's tax residency. If your tax residence is located outside the country where we are located, we may be legally obligated to pass on the information in the FATCA form and other financial information with respect to your financial accounts to the tax authorities in the country where you are a resident for tax purposes. The FATCA form addresses both obligations under FATCA and CRS and is intended to request information only where such request is not prohibited by local law.

### B. DECLARATION AND UNDERTAKINGS

#### 1. Acknowledgement of advice and understanding of implications

**Section 66.** The customer acknowledges that the Bank has informed him or her of the fact that, by signing the waiver,

I. The Bank is authorized and may submit all current and historical data related to the past and/or present account(s) of the undersigned, including, but not limited to, the existence of the account in the name of the undersigned, the identity, address and TIN of the undersigned, the beneficial owner of the account, the holders of powers of attorney for the account, the details of any account transactions, the nature, balances and compositions of the assets held in the account and any correspondence related to the account (collectively called the "Information"), outside of Europe and Western Union to the Internal Revenue Service (the "IRS"), the DOJ or any other US governmental authority (collectively called the "US Authorities"), as well as to other governments pursuant to a similar body of laws, including the OECD Common Reporting Standard;

II. The Bank can give no guarantee as to whom the Information and/or the Forms will be given or how Information and/or the Forms will be used. Also, the Information and/or the Forms can be used by the US and/or other Governmental Authorities for law enforcement actions, including, but not limited to, criminal proceedings and civil tax proceedings against the undersigned or third parties.

## **X. FRAUD WARNING**

### **Section 67. Protect Yourself from Fraud**

Only use Western Union to send money to friends and family. Never send money to someone you have not met in person. Scammers sometimes encourage people to transfer money. Do not transfer money to anyone who asks you to send them money:

- For an emergency situation you haven't confirmed.
- For an online purchase.
- For anti-virus protection.
- For a deposit or payment on a rental property.
- To claim lottery or prize winnings.
- To pay taxes.
- For a donation to charity.
- For a mystery shopping assignment.
- For a job opportunity.
- For a credit card or loan fee.
- To resolve an immigration matter.

If you transfer money, the person you are sending it to gets the money quickly. After the money is paid, Western Union may not be able to give you a refund, even if you are the victim of fraud, except under limited circumstances. If you believe you are the victim of fraud, call the Western Union Fraud Hotline at 0800 801044 or visit <https://www.westernunion.com/ro/en/fraud-awareness.html>.

## **XI. UNCOMMON CLAUSES**

**Section 68.** For the purpose of Articles 1202 – 1203 of the Romanian Civil Code, the customer expressly agrees and accepts all the provisions herein on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction and/or any other uncommon clauses, including but not limited to those in Section 2, 7, 8, 9, 10 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 31, 37, 38, 39, 40 41. 42, 43, 44, 45, 46, 47, 49. 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 64, 65 and 66 herein.

## SPECIAL CONDITIONS FOR DEBIT CARD AND VIRTUAL DEBIT CARD (hereinafter "DC-SC")

### A. GENERAL CONDITIONS FOR DEBIT CARD

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. For ease of reading, these DC-SC are not formulated in a gender-specific manner and apply equally to all genders.

For the purpose of these DC-SC, the term "Account Documents" shall hereinafter mean all documents related to the onboarding process of the customer under the Western Union Digital Banking App (hereinafter referred to as the "App"), including but not limited to the Pre-contractual information provided by Western Union International Bank GmbH, General Terms and Conditions of Western Union International Bank GmbH, these DC-SC, Special Conditions for electronic banking per Western Union Digital Banking App, Special Conditions for SEPA instant payments and related price lists, as such may be applicable on a case by case basis, depending on the services to be performed by the Bank to the customer, together with any other ancillary documentation necessary for finalizing or implementation of the onboarding process under the App, as expressly and individually accepted by the customer and as amended from time to time.

#### 1. General provisions

##### 1.1 Card service

The Card service is a worldwide cash withdrawal system and cashless payment system that enables cash withdrawals and/or cashless payments at designated acceptance points and/or internet payments at affiliated contracting companies using specially issued access instruments.

##### 1.2 Contactless function

Reference cards with the "contactless" symbol enable the Cardholder to make contactless cashless payments and cash withdrawals at designated acceptance points worldwide.

##### 1.3 PIN

The PIN (Personal Identification Number) is a combination of digits that the Cardholder creates for the Physical Card. Entering the PIN at POS terminals or ATMs enables cash withdrawals and/or cashless payments at designated acceptance points.

##### 1.4 Account Holder

An Account Holder receives a virtual reference card (hereinafter referred to as "Virtual Card") when opening an account in the App and may request the issuance of a reference card (hereinafter also referred to as "Physical Card") when opening an account in the App or at a later stage by ordering a Physical Card in the App.

##### 1.5 Cardholder

The Account Holder may apply for the issuance of a reference card for him-/herself. Cardholders are the Account Holders who receive a reference card.

##### 1.6 Card application, card contract

If the Bank accepts the card application submitted by the Account Holder in the App, the card agreement shall be concluded. In any case, the card application shall be deemed accepted upon delivery of the Physical Card to the Cardholder.

##### 1.7 Virtual Card

Each Account Holder receives a Virtual Card when opening an account in the App. The Virtual Card may only be used for e-commerce and does not have a PIN.

#### 2. Changes in charges and services for Consumers

2.1 Changes to the scope of services and charges shall be offered to the Account Holder by the Bank in a timely manner, whereby he/she shall receive the amendment offer no later than two months before the proposed date of their entry into force; in this context, the Bank shall make reference to the changes offered in each case when changing the scope of services and charges in the change offer. The Account Holder shall be notified of the amendment offer. The Account Holder's consent shall be deemed to have been given if the Bank does not receive an objection from the Account Holder electronically (e.g. via e-mail or the App) in a manner agreed with the Account Holder before the proposed effective date. The Bank shall draw the Account Holder's attention in the amendment offer to the fact that the Account Holder's silence in failing to object in a manner agreed with the Account Holder electronically shall be deemed to constitute consent to the amendments, and that the Account Holder who is a consumer shall be entitled to terminate his card agreement and the services agreed under the card agreement without notice and free of charge before the amendments come into force.

2.2 The notification and amendment offer in accordance with Clause 2.1 shall be provided to the customer via transmission of the amendment offer by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

2.3 The change in the scope of the Bank's services as a result of an amendment under Clause 2.1 is limited to objectively justified cases; an objective justification exists,

- if the amendment is required by a change in the legal provisions governing payment services and their settlement or by requirements of the Financial Market Authority, the European Banking Authority, the European Central Bank, the Austrian National Bank or any other competent authority,
- if the amendment is necessitated by the development in the jurisprudence in relation to payment services and their processing,

- if the change promotes the security of the banking operation or the security of the settlement of the business relationship with the Account Holder,
- if the change is necessary to implement technical developments or to adapt to new programs for the use of terminal equipment,
- if the change is necessitated by a change in the statutory provisions for placing orders and making declarations via Internet Banking or the App,
- if the change is required by a change in the statutory provisions for those banking transactions which the customer can carry out via Internet Banking or the App.

**2.4** In the manner provided for in Clause 2.1, changes in the charges agreed with the Account Holder shall be offered (increased or decreased) in line with the development of the national Consumer Price Index 2015 ("CPI") published by Statistik Austria or the index replacing it, in each case rounded to whole cents. Such adjustment shall be made once a year with effect from 1 April of each year. The adjustment shall correspond to the change in the average of the index figures for the penultimate calendar year prior to the change offer compared with the average of the index figures for the last calendar year prior to the change offer. If the Bank refrains from increasing the charges in any year, this shall not affect the Bank's right to increase the charges in the future. If a fee increase is not implemented in one or more consecutive years, such fee increase(s) may be implemented with effect from the next fee increase implemented, in which case the adjustment shall be made to the extent corresponding to the change of the CPI index figure publishes for the average of the year preceding the fee increase to the CPI index figure which was the basis for the last fee increase implemented.

**2.5** Any changes to the scope of services or the charges going beyond Clause 2.3 and Clause 2.4 shall require the express consent of the Account Holder, which may be given in writing or electronically [e.g. via e-mail or the App].

**2.6** This clause 2 does not apply to changes in exchange rates. The Bank is entitled to apply changes in exchange rates without prior notice to the Account Holder if the reference exchange rate (see Clause 3.10.2) changes.

### 3. Provisions on use

#### 3.1 Instruments of use

The Cardholder shall receive from the Bank the reference card and shall create a PIN as instruments of use of the card service. The Account Holder may instruct the Bank to send the reference card to the address provided by the Account Holder for this purpose. The reference card remains the property of the Bank.

#### 3.2 ATMs

The Cardholder is entitled to withdraw cash up to the agreed limit at ATMs that are part of the VISA global network using the reference card and the PIN.

**Warning: For technical reasons, cash withdrawals at ATMs abroad may be temporarily unavailable. It is recommended to carry other means of payment with you, especially when travelling.**

#### 3.3 POS cash registers

**3.3.1** The Cardholder is entitled to make cashless payments for goods and services of trading and service companies (hereinafter referred to as "contracting companies") up to the

agreed limit at VISA accepted cash registers (hereinafter referred to as "POS cash registers") using the reference card and entering the PIN. In the case of the Physical Card, this is done either by inserting or holding out the card.

Abroad, a signature may be required instead of entering the PIN. ATMs may have the function of POS cash registers and POS cash terminals may have the function of cash dispensers.

By entering the PIN and pressing the "OK" button, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the respective contracting company within the limit agreed with the Account Holder for this purpose. Once the "OK" key has been confirmed or the signature has been executed, the payment order can no longer be revoked. The Bank already accepts this instruction.

#### 3.3.2 Small-value payments without entering the PIN:

At POS terminals marked with the "contactless" symbol on the reference card, the Cardholder is entitled to make contactless and cashless payments for goods and services of contracting companies up to an amount of EUR 50 per individual transaction by simply holding the reference card up to the POS terminal without inserting the reference card, without providing a signature and/or entering the PIN.

In the case of small value payments up to an amount of EUR 50 per individual transaction, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the respective contracting company by using (i.e. merely holding out) the reference card at the payment terminal of the contracting company. After holding out the reference card to the POS terminal, the payment order can no longer be revoked. The Bank already accepts this instruction.

For security reasons, the total amount that can be paid with successive small value payments without entering the PIN is limited to EUR 150 or 5 small-value payments. After reaching either limit, the Cardholder must make a payment or cash withdrawal with PIN in order to unlock further small-value payments until the amount of EUR 150 or 5 small-value payments is reached again.

#### 3.3.3 Payment of transport usage fees and parking fees without entering the PIN:

The Cardholder is entitled to make contactless and cashless payments of traffic fees or parking fees with the reference card without inserting the reference card, without providing a signature and/or entering the PIN, by merely holding out the reference card to unattended POS terminals. When paying traffic fees or parking fees at unattended POS terminals, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the respective contracting company by merely holding out the reference card to the POS terminal of the contracting company. Once the reference card has been held up to the unattended POS terminal, the payment order can no longer be revoked. The Bank already accepts this instruction.

#### 3.4 Fees of the Bank and third parties

The above points regulate the possibilities of use. Whether and, if applicable, which fees the Cardholder must pay to the Bank for the use of the usage options is agreed in the price list for the relevant account model included under the Account Documents. The fees which the Cardholder must pay to third parties for cash withdrawals at their ATMs in accordance with the warning notice in section 3.2 are agreed between the Cardholder and the third party in the context of a cash withdrawal.



### 3.5 Objections in relation to the underlying transaction

Differences of opinion, objections, legal disputes and mutual claims arising from the legal relationship (underlying transaction) between the Cardholder and his/her contractual partner regarding deliveries and services which the Cardholder has paid cashless using the reference card must be clarified directly with the contractual partner. This applies in particular to the amount of the invoice. The Bank shall not assume any liability for the contracting party's processing of the underlying transaction in conformity with the contract.

### 3.6 Limit agreement

The customer and the Bank shall agree on the limit per time unit (e.g. daily or weekly) up to which cash can be withdrawn from ATMs and/or POS terminals using the reference card and up to which cashless payments can be made at POS terminals and/or ATMs and/or on the Internet using the reference card.

The agreed limit constitutes an aggregate limit for all the above-mentioned uses in total.

### 3.7 Account coverage

Within the agreed limits, the Cardholder may withdraw cash from ATMs and make cashless payments at POS terminals and on the Internet only to the extent that the account for which the withdrawal card was issued has the required cover.

### 3.8 Settlement

Transactions using the reference card are debited from the account and announced in the form agreed with the Account Holder for the receipt of statements.

### 3.9 Conversion of foreign currencies

**3.9.1** When settling cash withdrawals, cashless payments at POS terminals or payments on the Internet, any order in foreign currency shall be converted as follows:

- for national currency units fixed to the euro at the respective fixed rate;
- for currencies of countries that are not members of the European Monetary Union and in all other cases at the Western Union International Bank GmbH rate shown in 3.10.2. Foreign Currency Exchange Rate.

**3.9.2** The foreign exchange rate of Western Union International Bank GmbH shall be determined on the basis of the foreign exchange selling rates of VISA made publicly available on the website <https://www.visa.ie/support/consumer/travel-support/exchange-rate-calculator.html>.

**3.9.3** The current exchange rates of Western Union International Bank GmbH can be obtained from the Bank or from <https://www.visa.ie/support/consumer/travel-support/exchange-rate-calculator.html>. The exchange rate day for the conversion is the day before the authorisation of the payment, unless the exchange rate day determined in this way is a Saturday, Sunday or recognised public holiday in Austria, in which case the exchange rate on the last day before the authorisation which was neither a Saturday, Sunday nor a recognised public holiday in Austria shall apply. The rate and the rate day shall be notified to the Account Holder in the form agreed with him/her for the receipt of declarations (e.g. App, account statement).

**3.9.4** For each reference card, immediately after receiving a payment order for a cash withdrawal from an ATM or for a payment at the POS denominated in a currency of the European

Union that is different from the currency of the account, the Bank shall send the Cardholder an electronic message containing the information referred to in Article 4 para 1 EU Credit Transfer Regulation (EC) No 2021/1230. Notwithstanding the previous sentence, such notification shall be sent once in each month in which the Bank receives a payment order in the same foreign currency.

The agreed electronic communication channels for the above notifications are a push notification via the App, a push notification via SMS to the last mobile phone number provided to the Bank by the Cardholder, an e-mail to the last e-mail address provided by the Cardholder and a notification to the e-Postbox. The Cardholder may waive the sending of these free electronic notifications at any time.

**3.9.5** For national currencies of Member States of the European Union other than the euro, a presentation of the total currency conversion charges within the meaning of Article 2(9) of EU Credit Transfer Regulation (EC) No 2021/1230 as a percentage mark-up on the latest available euro reference exchange rates of the European Central Bank can be found at any time at <https://www.visa.ie/support/consumer/travel-support/exchange-rate-calculator.html>.

### 3.10 Block

**3.10.1** The blocking of a reference card may be requested by the Account Holder or the relevant Cardholder as follows:

- at any time by calling the card-blocking hotline set up for this purpose at +40317829797;
- at any time in the App

A blocking order becomes effective immediately upon receipt of the blocking order.

**3.10.2** The Account Holder is entitled to request the unblocking of reference cards or individual reference cards for his/her account. After the blocking has been carried out, a new reference card will only be issued on the basis of an order from the Account Holder.

**3.10.3** The Bank shall be entitled to block the reference card without the involvement of the Account Holder if

- objective reasons relating to the security of the reference card or the systems that can be accessed with it justify this;
- there is suspicion of unauthorised or fraudulent use of the reference card; or
- the cardholder has not fulfilled his/her payment obligations in connection with a credit line (technical overdraft) associated with the reference card(s), and
  - ✓ either the fulfilment of these payment obligations is at risk due to a deterioration or endangerment of the financial circumstances of the Cardholder or of a co-obligor, or
  - ✓ the Cardholder has become insolvent or is in imminent danger of becoming insolvent.

The Bank shall inform the Cardholder of such blocking and the reasons for it in the form of communication agreed with the Cardholder if possible before, but at the latest immediately after the blocking. The obligation to inform shall not apply if the disclosure of the blocking or the reasons for the blocking would violate a court order or an order of an administrative authority or would be contrary to national or European legal standards or objective security considerations.

### 3.11 Availability of the system

**Warning: Particularly abroad, there may be technical problems with the acceptance of the reference cards that are beyond the Bank's control. Manipulation by third parties may also impair the functionality of the acceptance points or reference cards. In such cases, too, the PIN must not be passed on to third parties. It is recommended to carry other means of payment, especially when travelling.**

### 4. Period of validity of the reference card, card contract duration and termination

#### 4.1 Period of validity of the reference card

After conclusion of the card contract, the Cardholder receives a reference card valid until the end of the year or the month that is noted on it. The reference card must be destroyed by the end of the year or month that is noted on it.

#### 4.2 Replacement of the reference card

If the card contract is valid and in force, the Cardholder shall receive a new reference card in good time before the expiry of the validity period of his/her reference card or if the Cardholder reports that the reference card was stolen or broken.

Furthermore, the Bank shall be entitled to provide the Cardholder with a new reference card for objectively justified reasons, e.g. production errors or technical malfunctions in connection with the use of the reference card, provided that the card contract is valid and in force.

#### 4.3 Destruction of the reference card

After receiving a new reference card or after termination of the card contract, the reference card can no longer be used. The Cardholder is obliged to ensure the secure destruction of the old reference card. A reference card must be destroyed at the latest after expiry of the validity period.

#### 4.4 Duration of the card contract and termination

The card contract is concluded for an indefinite period. In any case, it shall end upon termination of the Account Holder's account relationship. The Account Holder may terminate the card contract at any time.

The Bank may terminate the card contract subject to a notice period of 2 months. If there is good cause, the card contract may be terminated with immediate effect by the Account Holder as well as by the Bank.

Good cause entitling the Bank to terminate the card contract may in particular be given if

- a deterioration or endangerment of the financial circumstances of the customer or a co-obligor occurs and the fulfilment of liabilities towards the Bank is jeopardized thereby,
- the customer has made materially incorrect statements about relevant parts of his/her financial circumstances (assets and liabilities) or other material circumstances and the Bank would not have concluded the card contract if it had known the true financial circumstances or circumstances, or
- the customer has not fulfilled or is unable to fulfil the obligation to provide or increase collateral and as a result there is a considerable increased risk that the payer will not be able to meet its payment obligations. Such a considerable increased risk exists in particular in the case of imminent or already occurred insolvency.

- The Bank will notify the consumer immediately about the termination of the agreement.

Ongoing periodic charges for the use of the reference card shall be charged until the end of the month in which the termination becomes effective. This shall not apply to fees for the issuance and delivery of the reference card incurred once on the occasion of the issuance of the reference card.

Existing obligations of the Account Holder and Cardholder shall not be affected by the termination or early cancellation and shall be fulfilled.

### 5. Duties of the Cardholder

#### 5.1 Safekeeping of the reference card and secrecy of the PIN

The Cardholder is obliged in his/her own interest to keep the reference card in safe custody. Passing on the reference card to third parties is not permitted. The PIN must be kept secret and it must not be written down on the reference card. The PIN must not be disclosed to anyone, in particular not to family members, employees of the Bank, other account holders or other cardholders. When using the PIN, care must be taken to ensure that it is not spied out by third parties.

There may be technical problems with the acceptance of the reference cards that are beyond the control of the Bank. Manipulation by third parties may also impair the functionality of the acceptance points or the reference cards. In such cases, the PIN may also not be passed on to third parties.

#### 5.2 Block Message

In the event of loss, theft, misuse or other unauthorised use of the reference card, the Account Holder must immediately contact the Bank as soon as he/she becomes aware of the loss, theft, misuse or other unauthorised use of the reference card via the customer support or in the App.

#### 5.3 Notification of material changes

**5.3.1** The Cardholder is obliged to notify the Bank immediately of any changes of his/her name, company name or address. If the Cardholder fails to notify the Bank of any change of address, written statements shall be deemed to have been received by the Bank if they were sent to the last address notified to the Bank by the Cardholder.

**5.3.2** Any loss or restriction of the Cardholder's legal capacity shall be reported to the Bank without undue delay. If the customer is a company or a legal entity, the Bank shall also be notified immediately of its dissolution.

#### 5.4 Liability of the Account Holder

All dispositions of the Cardholder using the reference card shall be made for the account of the Account Holder.

### 0. Amendment of the DC-SC

**6.1** Amendments to these DC-SC shall be offered by the Bank to the Account Holder not later than two months before their proposed date of entry into force; the provisions affected by the amendment offer and the proposed amendments to these DC-SC shall be presented in a comparison attached to the amendment offer (hereinafter referred to as "Comparison"). The Account Holder shall be notified of the amendment offer. The Account Holder shall be deemed to have consented to the amendments if the Bank does not receive an objection from the Account Holder electronically [e.g. via e-mail or the App] before the proposed date of entry into force. The Bank shall draw the Account Holder's attention in the amendment offer to the fact



that the Account Holder's silence by failing to object electronically [e.g. via e-mail or the App] shall be deemed consent to the amendments, and that the Account Holder who is a consumer shall have the right to terminate the card agreement without notice and free of charge before the amendments enter into force. In addition, the Bank shall publish the Comparison as well as the complete version of the new DC-SC on its website and shall send the Account Holder by e-mail the complete version of the new DC-SC upon the Account Holder's request; the Bank shall also refer to this in the amendment offer.

**6.2** The notification and amendment offer in accordance with Clause 6.1 shall be provided to the customer via transmission of the amendment offer together with the Comparison by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

**6.3** The amendment (adjustment, reduction or increase, introduction and discontinuation) of fees and services of both the Bank and the Account Holder pursuant to this Clause 6 is excluded; only Clause 2 of these DC-SC shall apply to such amendments.

## **0. Governing law**

All legal relationships between the Account Holder and the Bank shall be governed by Austrian law.

## **1. Uncommon Clauses**

For the purpose of Articles 1202 – 1203 of the Romanian Civil Code, the customer expressly agrees and accepts all the provisions herein on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction and/or any other uncommon clauses, including but not limited to those in Section 2 (*Changes in charges and services for Consumers*), 3 (*Provisions on use*), 4 (*Period of validity of the reference card, card contract duration and termination*), 5 (*Duties of the Cardholder*), 6 (*Amendment of the DC-SC*), and 7 (*Governing law*) herein.

## **B. SPECIAL CONDITIONS FOR THE USE OF THE DEBIT CARD IN ECOMMERCE**

This section applies (in addition to section A.) if the customer's reference card is a VISA Platinum Debitcard®.

### **1. eCommerce, mCommerce**

**1.1** Card data is the data on the reference card that the Cardholder must provide to points of acceptance for remote payments. These are usually: card number, expiry date and CVV (= Card Verification Value). In addition to providing the card data, participation in the VISA Secure authentication procedure may also be required for payments on the Internet or with the aid of a mobile terminal, provided that the payment transaction is initiated at a contracting company based in the European Union and there is no exception to the strong customer authentication.

**1.2** Within the limit agreed with the Account Holder, the Cardholder is entitled to purchase services from the contracting companies via the Internet (eCommerce) within the scope of the limit agreed with the Account Holder without presenting the reference card and without paying cash, if the respective contracting company allows this.

This also applies to the conclusion of legal transactions with the aid of a mobile device (mCommerce). By disclosing the card data on the Internet, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the respective contracting company within the limit agreed with the Account Holder. The Bank already accepts this instruction.

**1.3** The conclusion of legal transactions on the Internet also includes the cashless payment of deliveries and services of contracting companies that offer them within the framework of the VISA Secure authentication procedure.

**1.4** Many contracting companies accept cashless payment for their goods and services on the Internet or with the aid of a mobile terminal only within the framework of the VISA Secure authentication procedure. In order to be able to make a cashless payment in this case, the Cardholder must participate in the VISA Secure authentication procedure and the configuration of the computer system used by the cardholder must fulfil the technical requirements (e.g. opening of dialogue windows). In this case, the Bank will inform the Cardholder that the release method selected by the Cardholder for authorisation and agreed with the Bank will be used to authorise the payment. The Cardholder can be identified by the Bank as the rightful Cardholder via this release method. When using this release method, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the respective contracting company within the limit agreed with the Account Holder for this purpose. The Bank accepts this instruction already now.

#### **1. Recurring payments with the same payee at a distance via the Internet or with the aid of a mobile device (eCommerce, mCommerce)**

**2.1** The Cardholder is entitled to use the reference card without presenting it for the cashless payment of recurring deliveries and services of contracting companies within the scope of distance selling via the Internet or with the aid of a mobile terminal up to the agreed limit, if the respective contracting company allows this. The Cardholder shall in the case of recurring payment transactions with the same payee, by disclosing the card details for the first payment transaction, irrevocably instruct the Bank to pay the invoice amount for the first and subsequent payment transactions to the respective contracting company within the limit agreed with the Account Holder for this purpose. The Bank accepts this instruction already now.

**Attention: Authentication of the Cardholder in the case of recurring payments with the same payee at a distance via the Internet or with the aid of a mobile terminal is only carried out for the first payment transaction, but not for subsequent payment transactions.**

#### **2. Payment transactions where the amount is not known in advance ("blanket orders")**

**3.1** In the event that a declaration of instruction is made and the exact amount is not known at the time when the Cardholder consents to the execution of the payment transaction, the amount of money to which the Cardholder has consented shall be blocked. The Bank shall release the blocked amount immediately upon receipt of the information on the exact amount of the payment transaction, but no later than upon receipt of the payment order.

**3.2** The Cardholder shall be liable for the payment of the contracting company submitted to the Bank.

**3.3** The Cardholder is entitled to a refund if the amount submitted exceeds the amount that the Cardholder could reasonably have expected in accordance with his/her previous spending behaviour, the terms and conditions of the card contract and the respective circumstances of the individual case.

**3.4** At the request of the Bank, the Cardholder must present these circumstances to the Bank. The claim for reimbursement must be asserted by the Cardholder vis-à-vis the Bank within eight weeks from the date on which the amount in question was debited to his/her account, failing which the claim for reimbursement shall be excluded.

**3.5** The Cardholder shall not be entitled to a refund if the information on the pending payment transaction was communicated or made available to him/her by the Bank or the contracting company in the agreed form (e-banking, email) at least 4 weeks before the due date.

**Attention: Such blank instructions are required by hotels and car rental companies, for example. In this case, please check the contract with the contracting company and its billing particularly carefully.**

## SPECIAL CONDITIONS FOR ELECTRONIC BANKING PER WESTERN UNION DIGITAL BANKING APP

**For ease of reading, these Special Conditions for electronic banking per Western Union Digital Banking App are not formulated in a gender-specific manner and apply equally to all genders.**

For the purpose of these Special Conditions, the term "Account Documents" shall hereinafter mean all documents related to the onboarding process of the customer under the Western Union Digital Banking App, including but not limited to the Pre-contractual information provided by Western Union International Bank GmbH, General Terms and Conditions of Western Union International Bank GmbH, Special Conditions for debit card and virtual debit card, these Special Conditions, Special Conditions for SEPA instant payments and related price lists, as such may be applicable on a case by case basis, depending on the services to be performed by the Bank to the customer, together with any other ancillary documentation necessary for finalizing or implementation of the onboarding process under the Western Union Digital Banking App, as expressly and individually accepted by the customer and as amended from time to time.

### 1. General provisions

#### 1.1. Usage of electronic banking per Western Union Digital Banking App (hereinafter referred to as „e-banking“)

(1) These Special Conditions regulate the use of e-banking of Western Union International Bank GmbH (hereinafter referred to as the "Bank") by the customer.

(2) The Western Union Digital Banking App (hereinafter referred to as the "App") is an app of the Bank that enables the customer, subject to compliance with the requirements agreed in these Special Conditions, to use a mobile terminal (e.g. smartphone) to make inquiries (e.g. account balance, turnover) and to issue orders (e.g. payment orders) as well as to make legally binding declarations of intent and other statements.

(3) e-banking is a form of internet banking as defined in the Annex to the Consumer Payment Account Services Ordinance (BGBl II No. 60/2018).

#### 1.2. Condition for the use of the App

The possibility to use the App requires the existence of a business relationship between the Bank and the customer, and an agreement for e-banking between the customer and the Bank. The business relationship itself is governed by the Account Documents and the terms and conditions therein; in particular, these special conditions govern the customer's use of e-banking via the App.

#### 1.3. Registration in the App

Registration in the App is performed by following the steps provided by the App. One step in the registration process is the entry of the email address and Password that is (i) used by the customer to log into his/her wu.com profile or (ii) created by the customer when registering in the App. After setting-up the Username and Password, the customer has the option to activate biometrics or a Passcode.

### 1.4. Definitions

#### Password

The password is the secret word (combination of 8-16 characters with at least 1 uppercase, 1 lowercase and 1 number or special character) that is (i) used by the customer to log into his/her wu.com profile or (ii) specified by the customer when registering in the App. The password is a personal identification feature of the customer, which serves to identify the customer in e-banking if the e-mail address is also specified. The password can be changed by the customer in the App.

#### Passcode

The passcode is a six-digit number that can be created by the customer and used for log-in instead of the Password. Orders may be placed and legally binding declarations of intent or other statements may be made by entering the Passcode. For the purpose of control by the customer, details about the order to be authorized (e.g. IBAN of the recipient and the amount of the payment transaction) or about the legally binding declaration of intent or other declaration are displayed for this purpose.

Entering the Passcode is also required to access the App if strong customer authentication is required under the Austrian Payment Services Act 2018 or the Delegated Regulation (EU) 2018/389. The Passcode can be changed by the customer in the App.

#### Touch ID

Touch ID is a personal identification feature of the customer that enables identification in e-banking by means of a fingerprint and must be activated by the customer in the App. Touch ID is an alternative option to identifying the customer by e-mail address and Password. Orders may be placed and legally binding declarations of intent or other statements may be made by entering the Touch ID. For the purpose of control by the customer, details about the order to be authorized (e.g. IBAN of the recipient and the amount of the payment transaction) or about the legally binding declaration of intent or other declaration are displayed for this purpose. To use Touch ID, the customer must have a Touch ID-enabled mobile device (e.g. smartphone) and the customer must have Touch ID enabled.

#### Face ID

Face ID is a personal identification feature of the customer that enables identification in e-banking by means of facial recognition and must be enabled by the customer in the App. Face ID is an alternative option to identifying the customer by e-mail address and Password. Orders may be placed and legally binding declarations of intent or other statements may be made by entering the Face ID. For the purpose of control by the customer, details about the order to be authorized (e.g. IBAN of the recipient and the amount of the payment transaction) or about the legally binding declaration of intent or other declaration are displayed for this purpose. To use Face ID, the customer must have a Face ID-enabled mobile device (e.g. smartphone) and the customer must have Face ID enabled.

#### e-Postbox

The e-Postbox is the mailbox available for the customer to send notifications to the Bank in case of queries or if customer needs support and to receive notifications from the Bank.

## Authentication code

The authentication code is a code that is generated during strong customer authentication as defined in the Austrian Payment Services Act and the Delegated Regulation (EU) 2018/389 and is dynamically linked to the step to be authorized (e.g., the order to be authorized or the customer's declaration of intent to be submitted). Each time the Passcode is entered, a unique authentication code is generated.

## Strong Customer Authentication

Strong customer authentication is the strong customer authentication procedure regulated in the Austrian Payment Services Act 2018 and the Delegated Regulation (EU) 2018/389.

## 2. Access – Orders and declarations

(1) Access to e-banking is only granted to customers who have legitimized themselves by entering their e-mail address and Password or by Touch ID or Face ID or Passcode. The additional entry of the Passcode for access to the App is required if more than 30 days have elapsed since the last strong customer authentication or if the customer accesses his payment account for the first time.

(2) The placing of orders and the submission of legally binding declarations of intent or other declarations by the customer shall be effected by entering its Passcode, Touch ID or Face ID.

(3) Legally binding declarations of intent by the customer may also be made by the customer accepting an offer expressly made to him by the Bank in e-banking by declaring acceptance (e.g. by clicking on a box containing his declaration of consent) and subsequently confirming his acceptance (e.g. by pressing a button); the customer may also make other declarations in this way.

(4) The Bank is entitled, but not obliged, to execute transfers of the customer under the conditions of Articles 10 to 21 of the Delegated Regulation (EU) 2018/389 also without authorization by the Passcode, Touch ID or Face ID.

(5) Acceptance of orders by the Bank shall not be deemed to be a confirmation of execution.

## 3. Due Diligence and recommended security measures

### 3.1. Compliance obligation

Each customer is obliged to comply with the duties of care agreed upon in section 3.2. Customers who are entrepreneurs are additionally obliged to comply with the recommended security measures pursuant to Section 3.3. For customers who are consumers, the Bank recommends compliance with the recommended security measures, without consumers being obliged to comply. A breach of these obligations may, pursuant to Section 7 (in relation to consumers) or Section 8 (in relation to entrepreneurs), result in the customer's liability for damages or in the elimination or reduction of its claims for damages against the Bank.

### 3.2. Due Diligence obligations

#### 3.2.1. Confidentiality and blocking obligation

(1) The customer shall keep its Password and Passcode secret; it may not disclose them to third parties or pass them on to third parties in any other way. However, disclosure to payment initiation service providers and account information service providers is permissible insofar as it is necessary for them to be able to provide their services to the customer.

(2) The customer is obliged to exercise the utmost care in the storage and use of his Password and the Passcode in order to avoid misuse. In particular, the customer shall ensure that its Password and the Passcode are not spied out during their use; the customer shall also not store them in his/her mobile device on which he/she has installed the App or note them electronically, for example in an app for notes, unless such storage or app is protected against access by third parties.

(3) In the event of loss of Password and/or Passcode, as well as if the customer has become aware of any misuse or other unauthorized use of e-banking, the customer shall immediately arrange for the blocking of access to its e-banking (the blocking of access being a specific feature of the App accessible at any time by the customer) or by calling at +40317829797.

(4) In the event of loss or theft of the customer's mobile device on which the App is installed, the customer shall immediately arrange for the blocking of the customer's access to e-banking by calling +40317829797; this shall also apply if the customer has installed the App on several mobile devices and one of them is stolen or lost.

#### 3.2.2. Due Diligence for locking the mobile device and during installation

(1) The customer is obliged to block access to the use of the mobile device on which the App is installed or access to data stored there for unauthorized persons if the customer does not use the device.

(2) The customer may install the App exclusively from the Apple App Store or the Google Play Store.

#### 3.2.3. Due Diligence for orders and declarations

The data displayed in the App after entry by the customer must be checked for correctness by the customer before using the Passcode, Touch ID or Face ID. The Passcode, Touch ID or Face ID may only be used to place orders or make declarations if the data displayed in the App matches the desired order or the desired legally binding declaration of intent or other declaration.

### 3.3. Recommended security measures when using e-banking

(1) The customer is recommended to change the Password and the Passcode on his own on a regular basis, at least every two months.

(2) The customer is advised to immediately block access to e-banking if there is reason to fear that unauthorized third parties have gained knowledge of the Password and/or Passcode, or if there are other circumstances that could enable an unauthorized third party to misuse the Password and/or Passcode.

(3) The customer is recommended to secure his mobile device, on which the App is installed, against risks from the internet, in particular to keep it up-to-date, as well as to perform security updates of the operating system of the mobile device and to use an up-to-date virus protection.

## 4. Block

### 4.1. Automated block

(1) Access to e-banking is automatically temporarily blocked if the Password is entered incorrectly three times in a row during an access. After the first temporary block has been automatically lifted and if the Password is entered incorrectly twice in succession, a

second temporary lockout will occur. After the second temporary lock is removed, each additional incorrect Password entry will result in a new temporary lock. The maximum total number of incorrect Password entries that will result in a temporary lockout is nine. After the tenth incorrect Password entry, access to e-banking will be automatically blocked permanently. The Bank will immediately notify the customer of the duration of the respective temporary block.

(2) Access to e-banking is automatically blocked permanently if the Passcode has been entered incorrectly five times in succession.

#### **4.2. Block by the customer**

The customer can block access to e-banking by entering the Passcode incorrectly five times in succession him-/herself or by telephone at any time at +40317829797.

#### **4.3. Block by the Bank**

(1) The Bank shall be entitled to block e-banking for a customer if objective reasons related to security justify this or if there is a suspicion of unauthorized or fraudulent use.

(2) The Bank shall inform the customer of any blocking of e-banking and the reasons therefor as far as possible before, but at the latest without undue delay after, the blocking, provided that the disclosure of the blocking or the reasons for the blocking would not violate a court order or an order of an administrative authority or be contrary to national or European law or objective security considerations.

#### **4.4. Announcement and lifting of the block**

(1) Before a block becomes permanent, the customer will receive a warning.

(2) The Bank shall lift a block pursuant to section 4.3. as soon as the reasons for the block no longer exist. The Bank shall inform the customer of the lifting of the block without undue delay.

(3) The customer may request the lifting of a block at any time by telephone at +40317829797.

#### **5. Legally binding orders and declarations of the customer**

(1) Orders and legally binding declarations of intent as well as other declarations made by the customer in e-banking shall be deemed to have been issued or made by the customer if the customer has released them by means of the Passcode, Touch ID or Face ID. The Customer may also make declarations of intent in the manner set forth in Section 2 (3).

(2) The Bank shall not be obliged to obtain a confirmation of the order or the legally binding declaration of intent or any other declaration. The right of the Bank to obtain an order confirmation as agreed in Section 4 of the "General Terms and Conditions of Western Union International Bank GmbH" (hereinafter referred to as "GTC") shall remain unaffected thereby.

(3) Orders and legally binding declarations of intent as well as other declarations by the customer may only be issued or made using the App to the extent that they are covered by an authorization of disposal pursuant to Section 31 GTC.

#### **6. Time of receipt/ Execution of payment orders**

(1) Time of receipt of payment orders: The time at which a payment order is received by the Bank via e-banking shall be deemed the time of receipt. If the payment order is received on a business day

after the cut-off time or not on a business day of the Bank, the order shall be treated as if it had been received by the Bank on the next business day.

(2) The cut-off time for payment orders on a business day is specified in section II. 5.2 of the "Pre-contractual information provided by Western Union International Bank GmbH".

(3) Payment orders: If the customer does not provide a future execution date, the payment order shall be executed on the same day if the payment transaction data is available for processing by the Bank's acceptance deadline at the latest. Otherwise, the execution shall take place no later than on the business day following the day of data transmission by the ordering party. The prerequisite for execution is sufficient account coverage (credit balance or overdraft facility).

(4) Additionally, Sections 39 and 39a GTC shall apply where transfer orders are regulated.

#### **7. Liability of the customer as a consumer**

(1) The customer who is a consumer shall be liable for the entire loss of an unauthorized payment transaction caused to the Bank (i) by the customer's intentional or grossly negligent breach of the duties of care pursuant to Section 3.2 or (ii) with the intent to defraud.

(2) If the breach of the due diligence obligations pursuant to Section 3.2. is due to slight negligence on the part of the customer, the customer's liability shall be limited to a maximum of EUR 30 or the RON equivalent. If the customer has breached the duties of care pursuant to Section 3.2 neither fraudulently nor intentionally, the type of personalized security features and the particular circumstances under which the misuse of e-banking took place shall be taken into account in any division of damages between the customer and the Bank.

(3) If the loss or theft of the mobile terminal on which the App is installed or the misuse of e-banking was not noticeable to the customer prior to the payment, the customer shall not be liable in the event of a slightly negligent breach of the duties of care pursuant to Section 3.2. The customer shall also not be liable in the event of a slightly negligent breach of the due diligence obligations pursuant to Section 3.2 if the loss of the personal identification features was caused by acts or omissions of the Bank (including its employees and agents and other entities to which such services have been outsourced).

(4) Notwithstanding Section 7 (2), the customer shall not be liable if the Bank did not require strong customer authentication in case of misuse of e-banking or in case of an unauthorized payment via e-banking. If an unauthorized payment transaction was fraudulently facilitated by the customer, the customer shall be liable irrespective of whether the Bank required strong customer authentication or not.

(5) The customer shall not be liable if the damages resulted from a non-authorized use of e-banking after the customer has informed WUIB of a loss, theft or misuse in accordance with section 3.2.1(3) or section 4, unless the customer acted with fraudulent intent.

#### **8. Liability towards entrepreneurs/Liability of the customer as an entrepreneur**

In relation to entrepreneurs, section 68 of the Austrian Payment Services Act 2018 shall be waived in its entirety; the Bank's liability for damage caused by slight negligence shall be excluded. The

Bank shall not be liable, irrespective of the degree of fault, for any damage caused in connection with the customer's hardware or software or caused by the failure to establish a connection with the Bank's data processing center or caused by a temporary failure of the Bank's facilities for processing e-banking, or if the entrepreneur has breached the duties of care set forth in Section 3 or if the entrepreneur has failed to comply with the recommended security measures set forth in Section 3. If the entrepreneur has breached the duties of care set forth in Section 3 or has failed to comply with the recommended security measures contained in Section 3, the entrepreneur shall be liable to the Bank for the resulting damage.

## 9. Declarations and communication

(1) The customer shall receive legal declarations, notices and information from the Bank (hereinafter jointly referred to as "Declarations") in a form of communication agreed with the customer. The forms of communication agreed upon are e-mail, SMS, push notifications and transmission to the customer's e-Postbox with notification of the customer. If the customer and the Bank conclude agreements on other forms of communication, their effectiveness shall remain unaffected by this provision; this shall also apply to communication per App. The effectiveness of written declarations (including those sent by mail) shall also remain unaffected.

(2) The Bank may transmit declarations to the customer to the e-mail address provided by the customer to the Bank. Declarations made by the Bank to the customer by e-mail to this e-mail address shall therefore be effective. The customer may also communicate with the Bank by e-mail and make effective declarations by e-mail and via the e-Postbox in the App.

The customer cannot communicate with the Bank and make effective declarations if the customer is informed in an e-mail that it is not possible to reply to this e-mail address ("no-reply addresses").

(3) In the event of a change of its e-mail address, the customer shall notify the Bank of its new e-mail address without undue delay; this shall be possible by telephone at +40317829797 or in the App. If the customer has not notified the Bank of his/her changed e-mail address and if the Bank receives information that the e-mail address is no longer current, declarations by the Bank shall be deemed to have been received by the customer if the Bank has both sent them to the last e-mail address notified by the customer and has transmitted them to the customer's e-Postbox with notification of the customer; if the Bank has not received such information, declarations by the Bank shall be deemed to have been received by the customer if the Bank has sent them to the last e-mail address notified by the customer.

## 10. Change of the Special Conditions for ebanking per Western Union Digital Banking App

(1) Amendments to these Special Conditions shall be offered to the customer by the Bank at least two months prior to the proposed date of their entry into force; the provisions affected by the amendment offer and the proposed amendments to these Special Conditions shall be presented in a comparison (hereinafter "Comparison") attached to the amendment offer. The customer shall be notified of the amendment offer. The customer's consent shall be deemed to have been granted if no objection by the customer, either in writing or electronically (e.g. by e-mail or in the App) as agreed with the customer, is received by the Bank before the proposed date of entry into force. The Bank shall draw the

customer's attention in the amendment offer to the fact that the customer's silence by failing to object in writing or in a manner agreed with the customer electronically shall be deemed to be consent to the amendments, as well as that the customer, who is a consumer, shall have the right to terminate both the agreement on e-banking and the Account Documents, for which e-banking is agreed, without notice and free of charge before the amendments come into force. In addition, the Bank shall publish the Comparison and the complete version of the new special conditions for e-banking per Western Union Digital Banking App on its website and shall send the customer the complete version of the new special conditions at the customer's request; the Bank shall also refer to this in the amendment offer.

(2) The notification and amendment offer in accordance with paragraph (1) of Section 11 shall be provided to the customer via transmission of the amendment offer together with the Comparison by e-mail. The notification shall be made in such a way that the Bank can no longer alter the amendment offer unilaterally and the customer has the opportunity to additionally store and print out the notification for him-/herself. The amendment offer shall be deemed to have been received by the customer at the time when the customer receives the e-mail and is able to retrieve such information under ordinary circumstances.

(3) The modification of the Bank's services by means of an amendment to these Special Conditions pursuant to paragraph (1) of Section 11 shall be limited to objectively justified cases; an objective justification shall be deemed to exist,

- (i) if the amendment is required by a change in the statutory provisions governing payment services and their settlement or by requirements of the Financial Market Authority, the European Banking Authority, the European Central Bank or the Austrian National Bank or any other competent authority,
- (ii) if the change is necessitated by the development of case law relevant to payment services and their settlement,
- (iii) if the amendment promotes the security of banking operations or the processing of the business relationship with the customer for e-banking,
- (iv) if the amendment is necessary to implement technical developments or to adapt to new programs for the use of mobile devices or the App,
- (v) if the change is necessitated by a change in the legal requirements for placing orders and making declarations in the App,
- (vi) if the change is necessitated by a change in the legal provisions for those banking transactions that the customer can conduct in the App.

The introduction of fees and the change of agreed fees by an amendment of these Special Conditions are excluded.

## 11. Uncommon Clauses

(1) For the purpose of Articles 1202 – 1203 of the Romanian Civil Code, the customer expressly agrees and accepts all the provisions herein on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction and/or any other uncommon clauses, including but not limited to those in Section 3 (*Due Diligence and recommended security measures*) Section 4 (*Block*), Section 5 (*Legally binding orders and declarations of the customer*), Section 7 (*Liability of the customer as a consumer*), Section 8

*(Liability towards entrepreneurs/Liability of the customer as an entrepreneur) and Section 10 (Change of the Special Conditions for ebanking per Western Union Digital Banking App) herein.*

## SPECIAL CONDITIONS FOR SEPA INSTANT PAYMENTS

### 1. General provisions

The following conditions apply to the execution of orders from customers in the real-time transfer procedure. In addition, the General Terms and Conditions and the Special Conditions for Electronic Banking per Western Union Digital Banking App shall apply, unless otherwise agreed below.

#### 1.1 Main features

The customer may instruct the Bank to transfer, by means of a real-time credit transfer, a sum of money in euro within the Single Euro Payments Area (SEPA, see Annex) to the payee's payment service provider in good time in accordance with clause 1.5 below, provided that this payment service provider accepts such payments on the basis of the "SEPA INSTANT CREDIT TRANSFER (SCT INST)" agreement and can be reached via the payment system used by the Bank. The payee's payment service provider is obliged vis-à-vis the payee to make the payment amount available to the payee within seconds, if possible. The Bank shall provide the payer with information on the execution of a real-time credit transfer in the transaction list available via online banking or via another agreed electronic channel as well as subsequently via the account statement. The same applies if the transfer is rejected or cannot be executed.

If the Bank receives a real-time transfer for a payment account maintained in euros, it shall accept the transfer amount and inform the payee thereof in the agreed form and via the account statement.

#### 1.2 Amount limit

The amount limits for orders are set out in the Bank's price list.

#### 1.3 Receipt and revocation of the order

In amendment of Section 39a of the General Terms and Conditions and Section 6 of the Special Conditions for Electronic Banking per Western Union Digital Banking App, the Bank shall maintain the business operations required for the execution of real-time credit transfers for the agreed electronic access channels (e.g. online banking) 24/7 on all calendar days of a year. Once the order has been received by the Bank, the customer may no longer revoke it.

#### 1.4 Refusal of execution

In addition to Section 39 Paragraph 6 and 8 of the General Terms and Conditions, the Bank shall refuse to execute the order at short notice if:

- the debit account has not been agreed for real-time credit transfers,
- the conditions for execution, e.g. effective authorisation, compliance with the provisions of the Money Laundering Act or embargo regulations, cannot be conclusively checked at short notice,
- the account currency of the debit account is not the euro (foreign currency account),
- the payment service provider of the payee cannot be reached via the payment system used by the Bank, in particular because it does not use this procedure.

In case of a final decision on refusal, the Bank shall inform the customer thereof in accordance with clause 1.1.

### 1.5 Execution time

The Bank, amending Section 39a Paragraph 3 of the General Terms and Conditions is obliged to ensure that the funds of a real-time credit transfer are received by the payment service provider of the payee after successful verification of the execution requirements in accordance with the execution time agreed in the Bank's list of charges and services.

In case of a refusal the Bank reserves the right to block the amount ordered to be transferred for an adequate period of time to conclusively assess compliance with applicable anti-money laundering and counter terrorism financing rules and regulations (including the Money Laundering Act) or embargo or sanctions regulations in order to immediately execute the order upon final clearance following such assessment. In such cases the execution time agreed in the Bank's list of charges and services may be exceeded.

### 2. Uncommon Clauses

For the purpose of Articles 1202 – 1203 of the Romanian Civil Code, the customer expressly agrees and accepts all the provisions herein on limitation of liability, unilateral termination, suspension of the performance of obligations, loss of right or term, limitation of right to challenge, limitation of contractual freedom, silent renewal, governing law and choice of jurisdiction and/or any other uncommon clauses, including but not limited to those in Section 1.3. (*Receipt and revocation of the order*) and Section 1.4. (*Refusal of execution*) herein.

#### Annex: List of SEPA member states and territories

##### States of the European Economic Area (EEA)

Member States of the European Union: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

Other countries: Iceland, Liechtenstein, Norway.

##### Other states and territories

Andorra, Guernsey, Isle of Man, Jersey, Monaco, San Marino, Switzerland, St. Pierre and Miquelon, United Kingdom of Great Britain and Northern Ireland, Vatican City.



## Western Union Digital Banking

### Price List – Romania

	Standard Account	Premium Account
<b>Account Fee</b>	<b>Free of Charge</b>	<b>29,99 Lei per month</b>
<b>Primary account in Romanian Lei and one additional account in Euro</b>	<b>Included</b>	<b>Included</b>
<b>Additional Accounts in different currencies</b> (Multicurrency Accounts “MCA”) <sup>1</sup>	<b>Not included</b>	<b>5 additional currency accounts</b> (selected from a list of available currencies)
<b>Savings account</b> (Interest applied only on the money in this account)	<b>Included</b> 1% up to 15.000 Lei	<b>Included</b> 2,50 % up to 15.000 Lei
<b>Goal Accounts</b>	<b>Not included</b>	<b>4 Goal accounts included</b>
<b>Virtual Visa Debit Platinum Card</b>	<b>Included</b>	<b>Included</b>
<b>Standard Delivery of Physical Visa Debit Platinum Card<sup>2</sup></b>	<b>23,99 Lei</b> (each time a card is printed and sent)	<b>First Card Delivery: Free of charge</b> <b>1 free card replacement per year</b> (Afterwards delivery fee: <b>23,99 Lei</b> each time a card is printed and sent)
<b>ATM Withdrawals<sup>3</sup></b>	<b>3 fee free ATM withdrawal per month in Romania,</b> Afterwards <b>3,00 Lei</b> per withdrawal  <b>3,00 Lei</b> per ATM withdrawal <b>outside the Eurozone (except for Romania)</b>  <b>3 fee free ATM withdrawals per month in EUR in the Euro zone.</b> Afterwards, <b>3,00 Lei</b> per withdrawal	<b>5 fee free ATM withdrawals per month in Romania,</b> Afterwards <b>3,00 Lei</b> per withdrawal  <b>3,00 Lei</b> per ATM withdrawal <b>outside the Eurozone (except for Romania)</b>  <b>0,00 Lei</b> per ATM withdrawal <b>in EUR in the Euro zone.</b>

<sup>1</sup> Transfers on MCAs count towards the total free transfers included in the Subscription package. Fees on a MCA will be charged in the currency of the respective MCA.

<sup>2</sup> Cards will be shipped 2 business days after a new card request. Card delivery for Romania is usually 3 to 5 business days following the card shipment day.

<sup>3</sup> FX might apply for ATM withdrawals outside the Eurozone.

<b>Exchange Rate Spread on card transactions<sup>4</sup></b>	<b>Standard: 2%</b>	<b>Premium: 1%</b>
<b>Add money with Debit/Credit Card or Klarna (Sofort)</b>	<b>Fee Free</b>	<b>Fee Free</b>
<b>Western Union Digital Banking account to another Western Union Digital Banking account transfers</b>	<b>Free: 10 transfers in total per month</b> <b>Afterwards 2,50 Lei per transfer</b> FX may apply <sup>5</sup>	<b>Free: 20 transfers in total per month</b> <b>Afterwards 2,50 Lei per transfer</b> FX may apply <sup>5</sup>

<b>Other Money Fees</b>		
<b>Incoming bank transfer (SEPA)</b>	<b>Fee free</b> (FX may apply) <sup>6</sup>	
<b>Incoming bank transfer (SWIFT)</b>	Refer to <b>Annex 1</b> for more details (FX may apply) <sup>6</sup>	
<b>Transfer from another Western Union Digital Bank account</b>	<b>Fee free</b> (FX may apply) <sup>6</sup>	
<b>Direct Debit</b>	<b>Fee free</b>	
<b>Exchange Money among Multicurrency Accounts</b>		

The currency exchange rate will be presented in the App before confirming the transaction.

<b>Other Fees</b>		
<b>Registration / Activation Fee</b>	<b>0,00 Lei</b>	
<b>Dunning and Collection Fee</b>	<b>75,00 Lei</b>	
<b>Card Transaction Dispute Fee<sup>7</sup></b>	<b>250,00 Lei per dispute</b>	
<b>Inactivity Fee<sup>8</sup></b>	<b>5,00 Lei per month</b>	
<b>Failed Transaction Fee for Direct Debit</b>	<b>17,50 Lei per transaction</b>	

<sup>4</sup> Percentage that will be charged on card transactions in foreign currency in addition to the foreign exchange rate applied by Visa.

<sup>5</sup> Foreign exchange applies when send and receive currencies are different. The currency exchange rate will be presented in the App before confirming the transaction.

<sup>6</sup> Foreign exchange applies when send and receive currencies are different. The currency exchange rate will be presented in the account statement.

<sup>7</sup> WUIB will charge the Card Transaction Dispute Fee if customer (i) does not provide all required information to handle the dispute, (ii) willfully provides false information in relation to a dispute or (iii) does not provide the required documentation within the timeframe set out by WUIB.

<sup>8</sup> WUIB will charge an Inactivity Fee if customer does not have any activity on the account for 12 months, provided that account balance is bigger than 0. If customer initiates 1 transaction, the 12 months calculation period will restart.

<b>Express debit card replacement (2 business days)<sup>9</sup></b>	<b>75,00 Lei</b> each time a card is printed and sent via this delivery type
<b>Next day debit card replacement<sup>10</sup></b>	<b>150,00 Lei</b> each time a card is printed and sent via this delivery type
<b>Request of paper-based documentation sent my mail (excluding terms &amp; conditions)</b>	<b>12,50 Lei</b> per requested documentation
<b>Western Union® Digital Banking Money Transfer Service</b>	<b>The Western Union® Digital Banking Money Transfer Service is not included in the framework contract as described in the Account Documents, pricing and conditions are displayed at the time of performing the transactions for the customers to accept them. These conditions apply to payments to be picked-up in cash, international bank payments (excluding SEPA, Romania and Poland) and any other payout option offered by Western Union</b>

#### Additional benefits of the Premium account

- **3x Western Union® Digital Banking Money Transfer Service transactions initiated in the Western Union Digital Banking App for 0 transfer fee per month.** FX may apply. After the first 3 transactions per month, standard fees will apply and are displayed in the App at the time of performing the transaction for the customers to accept them.
- **3x Add Money to the Western Union Digital Bank account via “Add cash at agent location” for 0 transfer fee** at agent locations in Romania. Standard terms & conditions will apply.

## Appendix 1: Incoming bank transfer fees (SWIFT) for customers registered in Romania

Please note that in case the currency of the transaction is different from the currency of the receiving account, the transaction amount will be converted in the currency of the receiving account. The below fees will be applied in the currency of the account to which the transaction is received.

Account Currency	Currency code	Fee Amount
Euro	EUR	4,90
United States Dollars	USD	5,90
British Pound Sterling	GBP	4,40
Romania Leu	RON	24,99
Polish Zloty	PLN	22,99
Bulgarian Lev	BGN	9,90
Czech Koruna	CZK	124,99
Hungary Forint	HUF	1 759,00
Turkish Lira	TRY	49,99
Saudi Riyal	SAR	21,99
Thailand Baht	THB	199,00
Philippines Peso	PHP	299,00
Singapore Dollar	SGD	7,90
South African Rand	ZAR	85,90
UAE Dirhams	AED	21,90

<sup>9</sup> Cards will be shipped on the next day following new card request and will be delivered within 2 business days via courier service.

<sup>10</sup> Cards will be shipped on the next day following new card request and will be delivered on the same day via courier service.



# Fee Information Document

**Western Union International Bank GmbH**

**Western Union Digital Banking Standard Account**

**Version: 8 May 2024**

- This document informs you about the fees for using the main services linked to the payment account. It will help you compare these fees with those of other accounts.
- Fees may also apply for using services linked to the account which are not listed here. Full information can be found in the current price list.
- A glossary of the terms used in this document is available free of charge.

Service	Fee	
<b>General services linked to the account</b>		
<p><b>Account administration</b> [Standard Account]</p> <p>Includes a <b>package of services</b> consisting of:                      Free account maintenance, Western Union Digital Banking App, electronic account statement, 1 savings account, 1 virtual Visa Debit Platinum Card, 3 free ATM withdrawals (with physical Visa Debit Platinum Card) in Romania, 3 free ATM withdrawals (with physical Visa Debit Platinum Card) in the Euro zone, 10 free Western Union Digital Banking to Western Union Digital Banking account transfers, 10 free outgoing SEPA bank transfers and all accounting entries.</p> <p>Services beyond these quantities will be charged separately.</p>	Per month	0.00 Lei
	<b>Total annual fee</b>	0.00 Lei

<b>Providing a debit card [Visa Debit Platinum Card]</b> <b>Providing a credit card</b> <b>Account overdraft</b> <b>Credit transfer</b> <b>Scheduled payment order</b> <b>Direct debit</b> <b>Cash withdrawals</b>  <b>Receiving amounts from the account opened with another service provider</b>	Delivery fee	23.99 Lei
		Service not available
		Service not available
	App	0.00 Lei
		Service not available
	App	0.00 Lei
	ATM – in Romania	3.00 Lei
	ATM – in Euro zone	3.00 Lei
	ATM – outside Euro zone	3.00 Lei
		Service not available
<b>Internet banking</b>		0.00 Lei
<b>Mobile banking</b>		0.00 Lei
<b>Token device replacement</b>		Service not available



# Fee Information Document

**Western Union International Bank GmbH**

**Western Union Digital Banking Premium Account**

**Version: 15 April 2025**

- This document informs you about the fees for using the main services linked to the payment account. It will help you compare these fees with those of other accounts.
- Fees may also apply for using services linked to the account which are not listed here. Full information can be found in the current price list.
- A glossary of the terms used in this document is available free of charge.

Service	Fee
<b>General services linked to the account</b>	
<p><b>Account administration</b> [Premium Account]</p> <p>Includes a <b>package of services</b> consisting of:            Free account maintenance, Western Union Digital Banking App, electronic account statement, 1 savings account, 4 goal accounts, 5 additional currency accounts, 1 virtual Visa Debit Platinum Card, 1 Physical Visa Debit Card, 5 free ATM withdrawals in Romania, 20 free Western Union Digital Banking account to Western Union Digital Banking account transfers, 20 free outgoing SEPA bank transfers, 3 Western Union® Digital Banking Money Transfer Service transactions initiated in the Western Union Digital Banking App for 0 transfer fee, 3 Add Money to the Western Union Digital Bank account via “Add cash at agent location” for 0 transfer fee at agent locations in Romania and all accounting entries.</p> <p>Services beyond these quantities will be charged separately.</p>	<p>Per month 29.99 Lei</p> <p><b>Total annual fee</b> 359.88 Lei</p>

<b>Providing a debit card [Visa Debit Platinum Card]</b> <b>Providing a credit card</b> <b>Account overdraft</b> <b>Credit transfer</b> <b>Scheduled payment order</b> <b>Direct debit</b> <b>Cash withdrawals</b>	First card per year	0.00 Lei
		Service not available
		Service not available
	App	0.00 Lei
		Service not available
	App	0.00 Lei
	ATM – in Romania	3.00 Lei
	ATM – in Euro zone	0.00 Lei
	ATM – outside Euro zone	3.00 Lei
<b>Receiving amounts from the account opened with another service provider</b>		Service not available
<b>Internet banking</b>		0.00 Lei
<b>Mobile banking</b>		0.00 Lei
<b>Token device replacement</b>		Service not available

## GLOSSARY

This glossary explains the services associated with a payment account. These are standardised terms according to the Romanian law:

### List of the most representative services linked to the payment account

No.	Category of services/significant services	Definition
1	Account administration	The account provider manages the account for the purpose of its utilisation by the customer.
2	Providing a debit card	The account provider provides a payment card associated with the customer's account. The amount of each transaction made by card is taken in whole or in part from the customer's account.
3	Providing a credit card	The account provider provides a payment card connected to the customer's payment account. The total amount of card transactions in an agreed period is taken in whole or in part from the customer's payment account on an agreed date. A credit agreement between the provider and the customer determines whether the customer has to pay interest on the loan.
4	Account overdraft	The account provider and the customer agree in advance that the customer can borrow money when there is no more money in the account. The agreement sets the maximum amount that can be borrowed and if there are taxes and interest to be paid by the customer.
5	Credit transfer	The account provider transfers money, based on an instruction given by the client, from the client's account to another account.
6	Scheduled payment order	The account provider makes regular transfers, based on an instruction given by the client, of a fixed amount of money from the client's account to another account.
7	Direct debit	The customer authorizes another person (recipient) to instruct the account provider to transfer money from the customer's account to that recipient. The account provider then transfers money to the recipient on a date or dates agreed by the customer and the recipient. The amount may vary.
8	Cash withdrawals	The customer withdraws cash from the customer's account.
9	Cash deposits	Cash deposit in the customer's account.
10	Receiving amounts from the account opened with another service provider	The account provider collects money for a customer of the bank from an account opened with another payment service provider, based on the latter's instructions.
11	Internet banking	The provider offers a service with which to access account information, view the account statement, initiate transfers, set direct debit orders, etc. via internet.
12	Mobile banking	The provider offers a service, through the personal phone, with the help of which information about the account is accessed, the account statement is viewed, transfers are initiated, direct debit mandates are set, etc.
13	Token device replacement	Provision of another token device by the provider in case of loss/destruction/theft of the original token device.



## INFORMATION SHEET FOR DEPOSITORS

Basic information on the protection of deposits	
Deposits with Western Union International Bank GmbH are protected by:	Einlagensicherung AUSTRIA Ges.m.b.H. (1)
Maximum protection limit:	100 000 EUR per depositor per credit institution (2)
If you have more than one deposit with the same credit institution:	All your deposits with the same credit institution will be added together and the total is subject to the limit of 100 000 EUR (2)
If you have a joint account with one or more other people:	The limit of 100 000 EUR applies to each individual depositor (3)
Period for refunding if a credit institution fails:	7 working days (4)
Currency of refund:	Euros
Contact data:	Einlagensicherung AUSTRIA Ges.m.b.H. Wipplingerstraße 34/4/DG4 1010 Vienna Tel.: +43 (1) 533 98 03 Fax: +43 (1) 533 98 03-5 Email: <a href="mailto:office@einlagensicherung.at">office@einlagensicherung.at</a>
Further information:	<a href="http://www.einlagensicherung.at">www.einlagensicherung.at</a>
Confirmation of receipt by depositor:	
Additional information (on all or some of the items below)	
<p>(1) The deposit protection system applicable to the protection of your deposit: Your deposit is covered by a statutory deposit protection system and a contractual deposit protection system. If your credit institution goes into liquidation, your deposits will always be refunded up to the amount of 100 000 EUR.</p> <p>(2) General maximum protection limit: If a deposit cannot be refunded because a credit institution cannot meet its financial obligations, depositors will be compensated by the deposit protection system. Coverage amounts to a maximum of 100 000 EUR per credit institution. This means that, when this amount is calculated, all deposits with the same credit institution are added together. If, for example, a depositor has 90 000 EUR in a savings account and 20 000 EUR in a current account, he or she will only receive compensation amounting to 100 000 EUR. If accounts are denominated in a currency other than euro, the average rate to be used for the calculation of the refund amount will be that of the day on which the collateral event occurred.</p> <p>(3) Maximum protection limit for joint accounts: In the event of joint accounts, the maximum limit of 100 000 EUR applies to each depositor.  However, in an account to which two or more people have rights of access as members of a partnership or firm or of an association or similar union without any legal personality, deposits will be added together when the maximum limit of 100 000 EUR is calculated and will be treated as the deposit of one single depositor. Further information is available at <a href="http://www.einlagensicherung.at">www.einlagensicherung.at</a>.</p> <p>(4) Refunding: The applicable deposit protection system is the Einlagensicherung AUSTRIA Ges.m.b.H., Wipplingerstraße 34/4/DG4, 1010 Wien, Tel.: +43 (1) 533 98 03, email: <a href="mailto:office@einlagensicherung.at">office@einlagensicherung.at</a>, website: <a href="http://www.einlagensicherung.at">www.einlagensicherung.at</a>. It will refund your deposits (up to EUR 100 000) within no more than the following periods:</p> <p>a) from 1 January 2021 until 31 December 2023: within a maximum of ten working days b) from 1 January 2024: within 7 working days.</p> <p>If you do not receive refunding within these periods, you should contact the deposit protection system, since the validity of refund claims may expire on a certain deadline. Further information is available at <a href="http://www.einlagensicherung.at">www.einlagensicherung.at</a>.</p> <p>Additional important information: Deposits by private customers and enterprises are generally covered by deposit protection systems. Exceptions applying to certain deposits are described on the website of the appropriate deposit protection system. Upon request, your credit institution will also inform you whether certain deposits are covered or not. The credit institution will also confirm on your bank statement that deposits are refundable.</p>	



## **YOUR RIGHTS: IN A NUTSHELL**

EU rules mean your electronic payments are becoming cheaper, easier and safer. Here's how:

- You can make payments throughout Europe (the EU, Iceland, Norway and Liechtenstein) as **easily and safely** as in your home country.
- You can **no longer be charged extra costs** by a merchant when you pay using a card issued in the EU.
- The rules cover all kinds of **electronic payments** (e.g. credit transfers, direct debits, card payments...).
- Anybody legally residing in Europe has the right to a bank account for making electronic payments ("payment account").



## **INTERESTED IN FINDING OUT MORE?**

These rights are thanks to the EU's revised Payment Services Directive (PSD2), Payment Accounts Directive and other EU legislation, which aim to bring you safer, more convenient payments.

Learn more about your rights here:



<https://europa.eu/lrh44HJ>



European  
Commission

# **YOUR RIGHTS**

## **WHEN MAKING PAYMENTS IN EUROPE**



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Banking and  
Finance



## **ELECTRONIC PAYMENTS AVAILABLE TO ALL**

- Every consumer legally residing in the EU has the right to at least a basic payment account free of charge or for a reasonable fee. (i.e. one that comes with a debit card, covers cash withdrawals, safekeeping of funds, and making and receiving payments).



## **€ PAYMENTS - SAME COST AS LOCAL ONES**

- A single euro account allows you to make all your payments across Europe.
- Cross-border payments in euro will cost you the same as domestic payments in euro...
- ...and from 15 December 2019, your cross-border payments in euro will cost you the same as domestic payments in your national currency.
- Cash withdrawals in euro outside your bank ATM network should cost you the same in another member state as in your home country.



## **MORE SECURITY, BETTER PROTECTION**

- From September 2019, your electronic payments will be more secure thanks to strong customer authentication. This will work through a combination of different authentication factors, e.g. a PIN and your fingerprint. For more

information on this, you should contact your payment service provider.

- Your liability in case of an unauthorised payment – for instance if your credit card is stolen – is limited to a maximum of €50 (except in cases of gross negligence). You will not be liable for any unauthorised payment that takes place after you have informed your bank, or for an online payment if your payment service provider or bank does not provide for strong customer authentication.
- Where a final card payment amount is not known in advance (e.g. car rentals or hotel costs), a merchant can only block an agreed amount on your card with your approval.
- With 'direct debit' (e.g. you have authorised a company to collect payments from your account) you have 8 weeks to challenge any unduly charged amount. You must be reimbursed within 10 working days.



## **FAIR PRICING**

- You have the right to know what charges, if any, apply to your payments.
- As a rule, merchants, both in shops and online, cannot make you pay more than the published price ('surcharge') when you pay with consumer debit and credit cards. In certain circumstances (e.g. for certain cards), a surcharge may still apply – but then it has to reflect the true cost to the merchant of this payment method. If you

feel that you have been unfairly overcharged, for instance when booking a flight or paying for a hotel reservation, visit the web-link provided on the next page to learn more about your rights.



## **NEW SERVICES**

- Thanks to recent technology, you now have the option to use new, innovative financial services offered by licensed banks and other regulated payment service providers other than your own bank. This means, for instance, that you can monitor your personal finances or make online purchases without a credit or debit card. Just like banks, these new payment services providers must be licensed and supervised, and have to handle your data securely.

EU rules ensure that your electronic payments go smoothly. But if there is a problem, your bank or other payment service providers must respond to complaints within 15 business days. If you are still not satisfied, you can bring your case to the national competent authority.

More information can be found here:



<https://europa.eu/!Bn34nv>