

# Customer Guidelines for Debit Cards

(As of October 2021)

These customer guidelines govern the legal relationship between the holder of an account (called the “Account Holder” in the following) for which debit cards have been issued and the respective authorised holder of this debit card (called the “Card Holder”) on the one hand and Schoellerbank AG (called the “Bank” in the following) on the other.

## 1. GENERAL PROVISIONS

### 1.1. DEBIT CARD SERVICE:

The debit card service is a cash withdrawal and cashless payment system that permits cash withdrawals and/or cashless payments at correspondingly marked acceptance locations via specially issued access instruments.

### 1.2. CONTACTLESS PAYMENT:

Debit cards with the contactless symbol allow the Card Holder to make contactless payments and cash withdrawals at correspondingly marked acceptance locations.

### 1.3. PERSONAL CODE:

The personal code or PIN (personal identification number) for the debit card is a combination of digits that the Card Holder receives in a sealed envelope. Entering the PIN allows the use of the debit card service.

### 1.4. CARD HOLDER:

An Account Holder that wishes to have a debit card issued shall submit a card application to the Bank.

Debit cards are only issued to natural persons who are independently authorised to access the account managed by the Bank as the Account Holder or an authorised signatory. The issue of debit cards to authorised signatories of joint accounts requires the authorisation of all Account Holders. The issue of a debit card to one Account Holder is permitted without the authorisation of the other Account Holders.

The Account Holder can apply for the issue of a debit card for himself or herself and for third parties, in particular authorised signatories. These parties shall co-sign the card application and accept these customer guidelines.

### 1.5. CARD APPLICATION, CARD AGREEMENT:

If the Bank accepts the card application signed by the Account Holder, the card agreement comes into force. The card application is deemed to have been accepted upon delivery of the debit card to the Card Holder in any case.

### 1.6. DEBIT CARD UTILISATION OPTIONS FOR THE CARD HOLDER:

#### 1.6.1. CASH DISPENSERS:

The Card Holder is authorised to withdraw cash up to the agreed limits with the debit card and PIN from cash dispensers in Austria and abroad that are labelled with one of the symbols shown on the debit card.

## **1.6.2. POS TERMINALS:**

**1.6.2.1.** The Card Holder is authorised to make cashless payments up to the agreed limit to service providers and the sellers of goods (called “contract partners” in the following) at point-of-sale terminals (called “POS terminals” in the following) in Austria and abroad that are labelled with the symbol shown on the debit card using the debit card and PIN. Cash dispensers can also function as POS terminals. Outside of Austria, it may be necessary to provide a signature instead of entering a PIN. By entering the PIN and pressing the “OK” button or providing a signature, the Card Holder irrevocably instructs the Bank to pay the invoice amount to the respective contract partner within the corresponding limit agreed with the Account Holder. The Bank already accepts these instructions at this point in time.

**1.6.2.2.** Contactless payments without entry of a PIN: At POS terminals that are labelled with the contactless symbol shown on the debit card, the card holder is authorised to make payments to contract partners for services and goods in Austria and abroad up to an amount of EUR 50 per individual transaction and up to a limit of EUR 125 for consecutive transactions without inserting the debit card and without providing a signature and/or entering a PIN, simply by holding the debit card up to the POS terminal.

In the event of low-value payments made up to an amount of EUR 50 per individual transaction by holding the debit card up to the POS terminal of the contract partner, the card holder irrevocably instructs the Bank to pay the invoice amount to the respective contract partner. The Bank already accepts these instructions at this point in time.

Once these limits are reached, the Card Holder must make a payment or cash withdrawal using the PIN to enable further contactless payments.

Before using the debit card for contactless payments without entering a PIN for the first time, it must be used at least once with a PIN to make a payment at a POS terminal or to withdraw cash from a cash dispenser.

## **1.6.3. SELF-SERVICE TERMINALS**

The debit card can be used to access the self-service terminals in the Bank to make deposits, call up information, submit orders, and submit declarations of knowledge and intent. Deposits can be made in euros to the account managed by the Bank for which the debit card was issued and payment orders submitted in euros with the debit card and PIN. Payment orders can be submitted for the account for which the debit card was issued as well as for other accounts managed by the Bank for which the Card Holder is also the Account Holder by using the debit card of the Account Holder. To submit other orders and other legally binding declarations of intent to the Bank, an additional authorisation instrument that has been agreed with the Card Holder is required. When this authorisation element is used, the order or declaration of intent is deemed submitted.

## **1.6.4. PROOF OF AGE**

The Card Holder can use the debit card to prove to a third party that he or she has passed a certain age limit that is relevant for the third party. The corresponding confirmation from the Bank is obtained electronically by the third party using the debit card presented by the Card Holder personally or at a technical device for this purpose.

## **1.7. OBJECTIONS FROM THE UNDERLYING TRANSACTION**

Differences of opinion and mutual claims arising from the legal relationship between the Card Holder and his or her contract partners and pertaining to goods and services for which the Card Holder paid without cash using the debit card shall be clarified directly with the contract partner. This especially includes the invoice amount. The Bank assumes no liability for the proper fulfilment of the underlying transaction by the contract partner.

## **1.8. LIABILITY OF THE ACCOUNT HOLDER:**

**1.8.1.** All transactions conducted by the Card Holder using the debit card are made for the account of the Account Holder.

For joint accounts, all Account Holders shall bear several and joint liability for all obligations arising from the use of the debit card(s).

**1.8.2.** Entrepreneurs shall be liable without limitation for damages incurred by the Bank as a result of violations of the due diligence obligations set forth in these customer guidelines by the holders of debit cards issued for the account of the entrepreneur, regardless of the kind of infraction on the part of the Card Holder.

## **1.9. INCORRECT USE OF A CASH DISPENSER OR OF A POS TERMINAL PROVIDED FOR CASHLESS PAYMENTS:**

If a cash dispenser is used incorrectly four times, for example by entering the wrong PIN, the debit card can be retained by the cash dispenser and/or rendered unusable.

If a POS terminal provided for cashless payment is used incorrectly four times, for example by entering the wrong PIN, the debit card can be retained by employees of the contract partner and/or rendered unusable, or can be automatically blocked by the POS terminal.

## **1.10. AVAILABILITY OF THE SYSTEM:**

Attention: Technical problems that are beyond the influence of the Bank may arise with the acceptance of debit cards, especially outside of Austria. Manipulation by third parties can also impede the functionality of the acceptance locations or debit cards. In such cases as well, the PIN may never be given to third parties. It is recommended to bring other means of payment, especially when travelling.

## **1.11. VALIDITY OF THE DEBIT CARD, CARD AGREEMENT DURATION AND TERMINATION:**

### **1.11.1. VALIDITY OF THE DEBIT CARD:**

After conclusion of the card agreement, the Card Holder shall receive a debit card that is valid until the end of the year or month indicated on the card.

### **1.11.2. REPLACEMENT OF THE DEBIT CARD:**

During the term of the card agreement, the Card Holder will receive a new debit card in good time before the expiration of the current debit card.

During the term of the card agreement, the Bank shall also be authorised to demand the return of the debit card for important reasons and to provide the Card Holder with a new debit card.

### **1.11.3. DESTRUCTION OF THE DEBIT CARD:**

The Card Holder is required to ensure the destruction of the old debit card upon receipt of a new debit card. A debit card shall be destroyed after its expiration at the latest.

### **1.11.4. DURATION OF THE CARD AGREEMENT:**

The card agreement shall be concluded for an indefinite period of time. It shall end in any case upon the closing of the Account Holder's account. The Account Holder and Card Holder can terminate the card agreement at any time free of charge with a period of notice of one month.

The Bank can terminate the card agreement with a period of notice of two months.

The card agreement can be terminated with immediate effect by the Bank, Account Holder, or Card Holder for important reasons.

Existing obligations of the Account Holder and Card Holder are not affected by the (early) termination and shall be fulfilled.

### **1.11.5. RETURN OF THE DEBIT CARD:**

Upon termination of the account, all debit cards issued for the account shall be returned without delay. Upon termination of the card agreement, the respective debit card shall be returned without delay. The Bank shall be entitled to block and/or retain debit cards that have not been returned.

## **1.12. DELIVERY AND REVISION OF THE CUSTOMER GUIDELINES:**

**1.12.1.** Amendments to these customer guidelines shall be proposed to the customer by the Bank, with reference to the affected provisions, at least two months before the proposed date of the entry into force of such amendments. If the Bank has received no objections from the customer by the proposed date of the entry into force, this shall represent tacit acceptance on the part of the customer. The Bank shall inform customers of this fact in the amendment proposal. The customer shall be informed of the amendment proposal.

The Bank shall also publish a comparative overview of the provisions of the customer guidelines that are to be amended as well as the complete version of the new customer guidelines on its web site, and shall provide this information to the Account Holder or Card Holder in printed form at its offices or by regular mail upon request. The Bank shall inform the Account Holder or Card Holder of these options in the notice regarding the proposed changes.

**1.12.2.** The notice defined in item 1.12.1 shall generally be sent by regular mail to the address most recently advised to the Bank by the customer (see also section 11 [2] of the General Terms and Conditions of Schoellerbank AG). The Bank will deviate from this general procedure and submit this notice in electronic form via the mailbox (electronic mailbox, Online Banking safe deposit box, mailbox, etc.) in the Internet banking platform (e.g. Online Banking or Schoellerbank Business Banking) if the customer has concluded an agreement for the use of at least one Internet banking product with the Bank. This electronic notice shall be made in such a way that the Bank can no longer make unilateral changes to the amendment proposal and the customer can save and print out the notice. If such electronic notice is submitted in the Internet banking platform, the Bank shall inform the customer that the amendment proposal is available and can be accessed in the mailbox in the Internet banking platform. This shall be communicated by sending a separate e-mail to the e-mail address most recently advised to the Bank by the customer.

**1.12.3.** In the event that the amendment of the customer guidelines is proposed, Account Holders or Card Holders who are consumers have the right to terminate the card agreement free of charge and without a period of notice before the amendments come into force. The Bank shall state this in the amendment proposal.

**1.12.4.** Items 1.12.1. to 1.12.3. shall also apply to amendments to the card agreement in which the validity of these customer guidelines has been agreed between the customer and Bank.

**1.12.5.** The previous items 1.12.1. to 1.12.3. shall not apply to changes to the services of the Bank and the charged fees.

## **1.13. CHANGES OF ADDRESS:**

The Account Holder and Card Holder shall inform the Bank of any change in address without delay. If the Account Holder or Card Holder does not inform the Bank of a change in address, the written notices from the Bank shall be deemed to have been delivered when they have been sent to the last addressed advised to the Bank by the Account Holder or Card Holder.

## **1.14. CHOICE OF LAW:**

All legal relationships between the Account Holder or Card Holder and the Bank shall be subject to Austrian law.

## **2. PROVISIONS FOR THE DEBIT CARD SERVICE**

### **2.1. INSTRUMENTS OF UTILISATION:**

The Card Holder shall receive from the Bank the debit card and a PIN code in a sealed envelope as instruments of utilisation.

The debit card and the PIN shall be handed over to the Card Holder in person or, if expressly agreed with the Account Holder, sent by regular mail. The debit card and PIN may not be sent together.

The debit card shall remain the property of the Bank.

### **2.2. LIMIT AGREEMENT AND LIMIT CHANGES:**

#### **2.2.1. LIMIT AGREEMENT:**

The Account Holder and Bank shall agree

- up to what limit per time unit (e.g. daily or weekly) cash can be withdrawn from cash dispensers using the debit card, and
- up to what limit per time unit (e.g. daily or weekly) cashless payments can be made at POS terminals using the debit card. Payments can also be made at cash dispensers with POS functionality within the agreed limits.

#### **2.2.2. LIMIT REDUCTIONS BY THE ACCOUNT HOLDER:**

The Account Holder is entitled to have the limits reduced by the Bank without explanation.

### **2.3. ACCOUNT COVERAGE:**

Within the agreed limits, the Card Holder may only use the debit card as described in item 1.6. to the extent that the account for which the debit card was issued has sufficient coverage (credit balance, agreed overdraft facility).

### **2.4. OBLIGATIONS OF THE CARD HOLDER:**

#### **2.4.1. SIGNATURE ON THE DEBIT CARD:**

The Card Holder is obligated to sign the debit card in the provided location immediately after receipt.

#### **2.4.2. SAFEKEEPING OF THE DEBIT CARD AND PROTECTION OF THE PIN CODE:**

The Card Holder is obligated to keep the debit card in a safe place in his or her own interests. The debit card may not be given to other persons.

The PIN must be kept secret. It may not be written on the debit card. The PIN shall not be made known to any other person, especially employees of the Bank, other Account Holders, or other Card Holders.

When entering the PIN, the customer must ensure that no other person can see what the PIN is.

#### **2.4.3. OBLIGATION TO REPORT LOSS OF THE DEBIT CARD:**

In the event of loss, theft, fraud, or other unauthorised use of the debit card, the Card Holder or Account Holder shall have the debit card blocked immediately, as soon as knowledge of this fact is gained, by the Bank managing the account or via the PSA blocking hotline (card blocking hotline: Austria 0800 204 8800 or outside of Austria +43 1 204 8800).

### **2.5. SETTLEMENT:**

Transactions conducted using the debit card will be debited from the account for which the debit card was issued and reported in the account statement.

## **2.6. CONVERSION OF FOREIGN CURRENCIES:**

**2.6.1.** When settling cash withdrawals and cashless payments at POS terminals abroad, the respective amount in the foreign currency will be converted as follows:

- for national monetary units that are fixed to the euro, at the respective fixed rate;
- for currencies of countries that are not member states of the European Monetary Union, at the Schoellerbank AustroFX exchange rate described in item 2.6.2.

**2.6.2.** The Schoellerbank AustroFX exchange rate is determined on the basis of the FX selling rates of domestic and foreign banks published on the TeleTrader Software GmbH website [www.austrofx.at](http://www.austrofx.at) (under "Marktbeobachtung"). The applied Schoellerbank AustroFX exchange rate is calculated for each foreign currency by averaging all selling rates published on [www.austrofx.at](http://www.austrofx.at) (under "Marktbeobachtung") for the respective currency, not taking the rates of Schoellerbank AG and UniCredit Bank Austria AG into account.

At least 4 rates must be published on [www.austrofx.at](http://www.austrofx.at) (under "Marktbeobachtung") without the Schoellerbank AG and UniCredit Bank Austria AG rates in order to be able to calculate the Schoellerbank AustroFX exchange rate. If fewer rates are available, the reference rate from OANDA Corporation published on the web site of PSA Payment Services Austria GmbH [www.psa.at](http://www.psa.at) under "Exchange rate info" is used.

**2.6.3.** The Schoellerbank AustroFX exchange rates can be requested from the Bank or called up at [www.psa.at](http://www.psa.at) under "Exchange rate info". The reference date for the conversion is the day before the authorisation of the payment unless the resulting date would be a Saturday, Sunday, or official holiday; in this case, the rate from the last day before authorisation that was not a Saturday, Sunday, or official holiday will be used. The Account Holder will be informed of the rate and reference date in the form agreed for the provision of declarations.

**2.6.4.** In the event that the Card Holder submits an order for a cash withdrawal at a cash dispenser or for a payment at a merchant that is denominated in a currency of the European Union that is different from the currency of the account for which the debit card was issued, the Bank shall immediately submit to the Card Holder an electronic notification with the information specified in Article 3a para. 1 Regulation (EC) No. 2019/518. The above notifications shall be sent via push notification through the mobile banking app of the Bank or via e-mail to the last e-mail address advised to the Bank by the Card Holder.

**2.6.5.** For currencies of Member States of the European Union that are not the euro, the total currency conversion charges as a percentage mark-up over the latest available euro foreign exchange reference rates issued by the European Central Bank in accordance with Article 2 number 9 Regulation (EC) No. 2019/518 can be viewed at [www.psa.at](http://www.psa.at) under "Exchange rate info" at any time.

## **2.7. BLOCKING:**

**2.7.1.** The Account Holder or respective Card Holder can request the blocking of a debit card as follows:

- at any time via the PSA Payment Services Austria GmbH blocking hotline (PSA blocking hotline: Austria 0800 204 8800 or outside of Austria +43 1 204 8800), which can be found on a label on every cash dispenser in Austria or at the website [www.debitkarte.at](http://www.debitkarte.at), or which can be obtained from any bank, or
- in person, in writing, or by telephone at the Bank during the opening hours of the Bank.

A block request submitted to the Bank during regular business hours or through the PSA blocking hotline at any time of the day will take effect immediately after receipt of the block request.

A block requested through the PSA blocking hotline without providing the debit card sequence number will cause all debit cards issued for the account to be blocked until further notice.

**2.7.2.** The Account Holder shall be entitled to have the blocks on debit cards or individual debit cards for its account to be lifted.

After a block, a new debit card will only be issued following the submission of an application by the Account Holder.

**2.7.3.** The Bank shall be entitled to block the debit card or reduce the agreed limits for the debit card without the involvement of the Account Holder or Card Holder if

- this is justified by objective grounds related to the security of the debit card or the systems that can be used with the debit card,
- there is reason to suspect the unauthorised or fraudulent use of the debit card, or
- the Card Holder has not met his or her payment obligations relating to a line of credit linked to the payment instrument (exceedance or agreed overdraft), and
  - either the fulfilment of these payment obligations is at risk due to a deterioration of or threat to the financial position of the Card Holder or a guarantor, or
  - the Card Holder has become insolvent or insolvency is imminent.

The Bank will inform the Card Holder of the block or reduction of the agreed limits and also the reasons (when this is not in violation of Austrian or Community regulations, a court or other legal order, or objective security concerns) in the agreed manner before the block or reduction is enacted if possible, or immediately after the block or reduction is enacted.