

I. Information and Terms of Contract provided in accordance with Art. 28 Payment Services Act (ZaDiG)

The business relationship between card complete Service Bank AG (hereinafter "card complete") and the Cardholder is based upon the "Terms and Conditions for Credit Cards from card complete Service Bank AG" (Version July 2019) (hereinafter "T&C").

Information and Terms of Contract:

1. The payment service provider

- 1.1. Name and address: card complete Service Bank AG, Lassallestraße 3, 1020 Wien, Postal address: Postfach 147, 1011 Wien, Tel: +43(0)1/711 11-380 / Fax: +43(0)1/711 11-399, E-Mail: office@cardcomplete.com
- 1.2. Registrations: Registration number: 84.409g ; Court of Registration: Handelsgericht Wien UID: ATU 36787802 / DVR: 0462501
- 1.3. Responsible Supervisory Authority: Financial Market Authority (Banking Supervision), Otto-Wagner-Platz 5; 1090 Wien

2. Use of the payment service

- 2.1. For the terms of the contract, see the T&C.
- 2.2. card complete operates for the business of carrying out payment instructions on every day of the year (business days) except Saturdays, Sundays, public holidays and the 24th of December.
- 2.3. Payment instructions are deemed to be received on the business day on which card complete is debited by the Accepting Partner (clearing date). If a payment instruction is received on a non-business day or after 22.30 hours (10.30 p.m. CET), it will be processed as if received on the next business day.
- 2.4. card complete will ensure that the amount of a payment instruction received in Euros or another currency of a country within the European Economic Area (EEA) will be credited to the account of the payee's payment service provider by the end of the following business day.
- 2.5. To ensure that payments to the credit card account of the Cardholder can be carried out properly, a Unique Identifier will be specified in accordance with Item 7.8. of the T&C.

3. Charges, interest and exchange rates

- 3.1. For the terms of the contract, see the T&C.

4. Communication

- 4.1. For the terms of the contract, see the T&C.
- 4.2. The language of the card contract is German. Communication between card complete and the Cardholder will officially be carried out in German, although English translations (such as this) may be provided from time to time for information purposes only.
- 4.3. The Cardholder may request this information in paper or electronic form at any time. If it is requested repeatedly, card complete may charge the Cardholder for costs incurred (e.g. postage).

5. Security measures

- 5.1. For the terms of the contract, see the T&C.
- 5.2. In the event of loss, theft, fraud or other unauthorised use of the Card, the Cardholder must notify card complete immediately, either by telephone (+43(0)1/711 11-770) or by fax (+43(0)1/711 11-559).

6. Changing and terminating the card contract

- 6.1. For the terms of the contract, see the T&C.

7. Legal remedies

- 7.1. For the terms of the contract, see the T&C.
- 7.2. In accordance with Art. 13 AVG (General Administrative Procedure Act), the Cardholder has the right to lodge complaints with the Financial Market Authority (FMA) as well as the right to pursue claims in a court of law. The Austrian banking industry has founded the "Joint Conciliation Board of the Austrian Banking Industry" („Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft“, Wiedner Hauptstrasse 63, 1045 Wien (www.bankenschlichtung.at)) to resolve financial disputes out of court. Cardholders of card complete can contact this FIN-NET complaint resolution board at (office@bankenschlichtung.at).

II. Information provided in accordance with Art. 5, 7 and 8 of the Law concerning Distance Marketing of Consumer Financial Services (FernFinG)

Information about the Financial Service

All transaction amounts, charges, fees and any expenses incurred by card complete on behalf of the Cardholder in performance of the contract must be settled by the Cardholder in accordance with Item 7. of the T&C. Invoices are generally issued monthly. The Cardholder must bear any telecommunication costs.

Information about the Distance Marketing of Consumer Financial Services Contract

According to Art. 8 of the Law concerning Distance Marketing of Consumer Financial Services, the Cardholder has the right to withdraw from (cancel) the card contract within 14 days. The legal cancellation period begins on the day on which the contract is concluded, which is the same as the day on which the Card is delivered to the Cardholder. To exercise this cancellation right, the Cardholder must expressly inform card complete in writing at card complete Service Bank AG, Postfach 147, 1011 Wien.

If performance of the contract under Art. 8 Para. 5 of the Law (FernFinG) has already begun before expiry of the legal cancellation period, card complete is entitled to charge the Cardholder expenses and agreed fees for services already provided before expiry of the cancellation period.

This contract is governed by Austrian law.

III. Terms and Conditions for Credit Cards from card complete Service Bank AG

These Terms and Conditions form the basis of the legal relationship between card complete Service Bank AG ("card complete") and the holder of a Visa or Mastercard credit card ("Card") issued by card complete.

1. Formation of the Contract

card complete has the right to accept or decline any application for a Card. The credit card contract comes into force upon delivery of the Card to the applicant ("Cardholder"). The Card remains the property of card complete. In addition to the Card, the Cardholder will receive, under separate cover, a PIN (Personal Identification Number) which can be changed as described under Item 17.8. The Cardholder will also receive a Visa Secure (ViS)/Mastercard ID Check (MCID) password ("Secure Code") for use in the special ViS/MCID security systems (Item 17.2.) that allow the Cardholder to make secure payments via the encrypted data networks of Visa and Mastercard. This Secure Code can also be changed by the Cardholder (Item 17.3.). The PIN and the Secure Code will be disclosed only to the Cardholder.

2. Use of the Card

- 2.1. The cardholder is entitled to use the Card, within his/her authorised card limit and the limits of the activated features of the Card, at Accepting Partners (e.g. merchants, banks) for:
 - 2.1.1. purchasing ordinary goods and services by physically presenting the Card to the Accepting Partner and authorising direct technical transmission of the Card details, by whatever means permitted by the features of the Card and the technical equipment available (e.g. insertion into a data reader);
 - 2.1.2. purchasing ordinary goods and service without physically presenting the Card by giving or entering the Card details if the purchase transaction is carried out by telecommunication such as telephone, fax or e-commerce (distance marketing);
 - 2.1.3. withdrawing cash by physically presenting the Card and authorising direct technical transmission of the Card details, by whatever means permitted by the features of the Card and the technical equipment available (e.g. insertion into a data reader). The daily and/or weekly limit for withdrawing from cash dispensers depends on the technical standard of the particular dispensing machine and/or on limits agreed with card complete. Cash withdrawals ("cash advances") can be obtained from cash dispensers by entering a PIN or from specially identified Accepting Partners by signing a transaction form.
- 2.2. The card limit is the maximum amount for which card complete agrees to accept use of the Card(s) issued under the card account pursuant to Item 2.1. Unless otherwise agreed, the amount of the card limit is determined by the type of card product chosen by the Cardholder.
- 2.3. Accepting Partners may require the Cardholder to present a photo ID for identification purposes.
- 2.4. Use of the Card for illegal purposes is strictly forbidden.

3. Payment Instruction by the Cardholder

- 3.1. Before paying with the Card, the Cardholder must check that the payment amount is correct. If a signature is required, the signature on the transaction form must match that on the back of the Card and on the original Card application.
- 3.2. By physically presenting the Card or providing the Card details to an Accepting Partner, and by verifying the transaction with a signature or PIN, or in the case of a ViS/MCID transaction with the "complete Control App" or the Secure Code plus a mobileTAN (a 6-digit single-use code sent to the Cardholder's mobile telephone), as required, the Cardholder irrevocably instructs card complete to pay the Accepting Partner the amount owed. This instruction to card complete is immediately binding.
- 3.3. The complete Control App, which can be downloaded to a Cardholder's smartphone, can be used in addition to the Complete Control Online Service Portal available at www.cardcompletecontrol.com.
- 3.4. ViS/MCID and PIN transactions fulfil the criterion of strong customer authentication because they require at least two of three authenticating elements from a Cardholder, namely possession (card or smartphone), knowledge (PIN or Secure Code) and physical characteristic (fingerprint or facial features). If card complete fails to require strong authentication from the Cardholder, then card complete is liable for any losses resulting from unauthorised transactions or fraudulent use of the Card (see Item 6.3.).

4. Disputed Transactions

- 4.1. The Cardholder undertakes to resolve any disputes and disagreements regarding the purchase or receipt of goods or services (e.g., defective merchandise, unsatisfactory services) directly with the Accepting Partner. Any such action does not release the Cardholder from his/her obligation to pay for goods or services obtained with the Card, notwithstanding the Cardholder rights described under Item 7.11.
- 4.2. If the Cardholder gives payment instructions for an unspecified amount, and the amount then charged by the Accepting Partner is greater than the Cardholder could have expected under normal circumstances in view of the Cardholder's previous spending pattern, the provisions of these Terms and Conditions, and the relevant circumstances of the case (e.g., ticket for a traffic violation, tank refilling for a car rental, cancellation charge for reservations), the Cardholder has eight weeks from the date of delivery of the account statement and charging of the card account to request a full refund of the amount from card complete. The Cardholder must explain the facts supporting such a request. card complete has ten working days within which to accept the request and refund the full amount or to reject it, giving its reasons for doing so. When refunding the amount, card complete must restore the account that has been charged to the balance it would have shown without the disputed charge. If the account statement (invoice) has already been paid, the card complete must refund the difference between the amount

- paid and the balance the account would have shown without the disputed charge. This does not affect other claims of the Cardholder.
- 4.3. Item 4.2. does not apply to card contracts concluded with enterprises as defined in Art. 1 of the Consumer Protection Act.

5. Cardholder's Duty of Care

- 5.1. As soon as the Cardholder receives the Card, he/she must sign it in the appropriate signature field.
- 5.2. The Card is not transferable.
- 5.3. The Card bears the given name and surname of the Cardholder, the card number and the expiry date. It may also carry additional information. If the personal information on the Card is incomplete or incorrect, the Cardholder must inform card complete without delay.
- 5.4. Upon receiving the correspondence containing the PIN and/or Secure Code, the Cardholder must, without delay, note the PIN and the Secure Code, and then destroy the correspondence.
- 5.5. The Cardholder must not disclose the assigned PIN, nor any personally chosen PIN (see Item 17.8.), nor the Secure Code to anyone, not even to employees of card complete. The Cardholder is responsible for ensuring strict secrecy concerning all card security details – PIN, Secure Code and mobileTANs received on his/her telephone (to be used for authenticating a ViS/MCID transaction and valid for a maximum of 5 minutes after receipt) – and must take all reasonable precautions to ensure that they cannot be discovered by others. The Cardholder must refrain from writing them down on the card, keeping them in the same place as the card, telling them to anyone, or acting in any other way that would allow others to discover these details.
- 5.6. The Cardholder must keep the Card safe at all times and verify at appropriate intervals that the Card is still in his/her possession. Leaving the Card in rooms or places to which unauthorised persons may easily gain access are examples of inadequate safekeeping.
- 5.7. The Cardholder must protect the device which receives a mobileTAN in such a way as to ensure that the mobileTAN cannot be discovered by others during its period of validity.
- 5.8. If the Card is lost or stolen, or the Cardholder suspects that it has been misused, the Cardholder must notify card complete immediately by telephone or email/fax/in writing, with his/her signature. In the case of telephone notification, the Cardholder must identify himself/herself by providing certain personal details. In the event that the lost or stolen Card is later found or recovered, it must not be used again, but instead invalidated (i.e., cut into several pieces) and returned to card complete without delay. The Cardholder is advised to report the loss or theft of a Card immediately to the appropriate local authorities and, if possible, to obtain an official confirmation of the report. Reporting a loss or theft to authorities does not, however, substitute for the requirement to report it to card complete directly.

6. Cardholder's Liability

- 6.1. Except in cases of contributory negligence on the part of card complete (see 6.2.2. and 6.3.), the Cardholder is liable for losses resulting from the unauthorised use of a lost or stolen Card or fraudulent use/misappropriation of a Card:
- 6.1.1. if caused by minor negligence on the part of the Cardholder, up to a maximum amount of EUR 50.–
- 6.1.2. if caused by gross or wilful negligence or fraudulent collusion on the part of the Cardholder, up to the amount of the actual loss. In this context, a breach of the Cardholder's duty of care may be understood as a violation of the conditions for issuance and use of the Card.
- 6.2. The Cardholder is not liable for losses under 6.1.1. if
- 6.2.1. the loss, theft or misappropriation of the Card was not detectable to the Cardholder prior to the payment (except where the Cardholder has acted fraudulently) or
- 6.2.2. the loss was caused by acts or lack of action of an employee, agent or contractor (outsourced activity) of card complete.
- 6.3. Notwithstanding the provisions of Item 6.1., the Cardholder is not liable for losses if card complete failed to require strong customer authentication (SCA) for the payment transaction (see Item 3.4.), unless the Cardholder has acted with fraudulent intent.
- 6.4. As soon as card complete has received notice of the loss, theft, fraud or otherwise unauthorised use of the Card (or as soon as card complete blocks the Card of its own accord), the Cardholder is released from all liability for any losses incurred thereafter, unless the Cardholder has acted with fraudulent intent.
- 6.5. The Cardholder is not liable for losses described in Item 6.1. if card complete fails to allow or accept immediate notification of loss, theft, fraud or otherwise unauthorised use of the Card or if card complete fails to prevent further use of the Card after receiving such notification. This does not apply, however, if the Cardholder has acted with fraudulent intent.
- 6.6. Any division of liability between card complete and the Cardholder will take into account the type or quality of personalised security features used as well as the circumstances under which the loss, theft or fraudulent use occurred. This does not apply if the Cardholder caused the loss through wilful breach of his/her duty of card or through fraudulent intent.
- 6.7. Items 6.2. and 6.3. and the limitation of liability under 6.1.1. do not apply to card contracts concluded with enterprises as defined in Art. 1 of the Consumer Protection Act.

7. Invoicing (Account Statement)

- 7.1. The main Cardholder will receive an account statement (invoice) in Euros from card complete for each transaction, but not more than once a month. The statement will show a reference to each transaction, the amount of the payment, the date it was charged, as well as any other charges, fees or interest (Item 9. together with Item 20.), details of currency conversion for foreign currency transactions and postal delivery expenses for the account statement, if any (Item 7.1.1. and 7.1.2.).
- 7.1.1. The account statement will be delivered electronically and free of charge to the e-mail address of the main Cardholder as shown on the card application. Postal delivery of statements, for which there is a service charge (Item 20), is also possible if the Cardholder (applicant) so requests on the card application or thereafter. There is no service

charge if the Cardholder declares on the application or thereafter in writing that he/she has no facilities for receiving e-mail statements.

- 7.1.2. For contracts already existing when these T&Cs enter into force, statements will automatically be delivered electronically and free of charge to the e-mail address which the Cardholder has already designated for statement delivery. If the Cardholder has requested postal delivery of statements, postage expenses will be charged. There will be no charge if the Cardholder has declared that he/she has no facilities for receiving e-mail statements.
- 7.1.3. card complete reserves the right under special circumstances to resume postal delivery to the last stated address without charge (Item 20.).
- 7.2. Unless the Cardholder submits an objection within a certain time limit of receiving the account statement, he/she accepts as accurate the transactions and amounts contained in it. Any such objection must be made in writing, duly signed, or by other means permitted by card complete as verification of the Cardholder's identity. This time limit for objection normally amounts to
- 7.2.1. 30 days from delivery of the account statement,
- 7.2.2. eight weeks from delivery of the account statement and charging of the card account for payment instructions for an unspecified amount (Item 4.2.),
- 7.2.3. 13 months from delivery of the information/account statement (Item 7.1.) and charging of the card account for transactions where no amount or a differing amount was authorised by the Cardholder. The same time limit applies if card complete receives but fails to execute a payment instruction from the Cardholder.
- 7.3. For transactions where the Cardholder did not issue any payment instruction (i.e. did not authorise the transaction) or issued an instruction for a different amount, the Cardholder can only obtain a refund of debits by submitting a written objection as soon as he/she becomes aware of the transaction, at the latest 13 months after receipt of the information/account statement (Item 7.1.) and charging of the card account. Within the same time limit, the Cardholder can demand rectification of the account statement for any payment instruction received but not executed by card complete. This time limit does not apply if card complete has not provided relevant information to the Cardholder as described in Item 7.1. These limits do not affect the Cardholder's statutory rights.
- 7.4. For card contracts concluded with enterprises as defined in Art.1 of the Consumer Protection Act, the above-mentioned time limit is shortened to three months.
- 7.5. The Cardholder must pay the full amount owed within the period given on the account statement, which depends upon the type of card.
- 7.6. The Cardholder may offer payment of at least one tenth of the amount outstanding, thereby overrunning the Card account by the unpaid remainder. card complete reserves the right to accept such an overrun (debit balance) by the Cardholder without express declaration of approval. card complete is not obligated to accept such an overrun. If an account is in debit for longer than one month, card complete will inform the Cardholder in the account statement of the existence of the debit balance (overrun), the amount itself, and the debit interest rate in accordance with Item 9.6.
- 7.7. In either case (Items 7.5. and 7.6.) the Cardholder must ensure by timely payment that the relevant amount reaches card complete on or before the last day of the period shown on the account statement. If a direct debit instruction has been issued, pre-notification of any SEPA Direct Debit, as well as the date on which it will be carried out, will be shown on the account statement. This pre-notification will be issued at least two days before the direct debit is carried out.
- 7.8. The Cardholder's Unique Identifier for payments to his/her credit card account (e.g. for settlement of the account statement) is specified as the International Bank Account Number (IBAN) of the payee (i.e. the Cardholder's account number at card complete) and the Business Identifier Code (BIC) of card complete. For payments within the European Union, the Cardholder's Unique Identifier will be the IBAN of the payee. The Cardholder will be informed of the Unique Identifier on each account statement. **Any information given in addition to the Unique Identifier on any payment form will be deemed to be for documentation purposes only and will not be recognised as identification of the intended payee.**
- 7.9. All tacitly approved overruns (debit balances) are amounts due and payable. card complete is entitled to revoke its approval of any overruns (see Item 7.6.) at any time in writing if the Cardholder's ability to meet his/her financial commitments under this agreement appears to be endangered (e.g. default, deterioration of credit-worthiness, high-risk spending behaviour). Furthermore, card complete is entitled to reduce the credit line (approved limit) for as long as the Cardholder's ability to such meet financial commitments appears to be impaired. The extent of such a reduction will be in reasonable proportion to the Cardholder's impaired ability to meet financial commitments under this contract. card complete will inform the Cardholder of any changes to the approved limit.
- 7.10. If card complete terminates the card contract for serious reasons with immediate effect, the Cardholder must repay the outstanding balance within an appropriate period to be stated in the notification of termination.
- 7.11. In the event that card complete becomes insolvent, or in the case of counter-claims which have a legal connection to the amount shown in the account statement and which have been determined in a court of law or acknowledged by card complete, the Cardholder retains the right to withhold payment of the respective amount shown in the account statement.

8. Conversion of Foreign Currencies

Payment instructions of the Cardholder in foreign currency will be converted into Euros at an exchange rate calculated by card complete ("the card complete exchange rate") and published on its website www.cardcomplete.com. In calculating the rate, card complete uses the reference exchange rates for the various currencies that are published by the international Visa card organisation. The rates published by Visa on its homepage www.visaeurope.com are calculated on the basis of the highest and lowest rates of the previous 24 hours as published by international sources such as Reuters or Bloomberg. The card complete exchange rate is calculated from the reference exchange rate and a purchase discount. The date for the conversion is the business day on which card complete is debited by the relevant Accepting Partner. A business day is defined for

card complete as any date of the calendar year except Saturdays, Sundays, public holidays and the 24th of December. If a payment instruction (debit) is received on a non-business day or after 22.30 hours (10.30. p.m. CET), the debit will be dated as if received on the next business day. This date (clearing date) will be shown on the account statement.

9. Charges, Fees, Expenses and Interest as set out in Item 20.

- 9.1. The Cardholder shall pay a card fee to card complete for providing the Card.
- 9.2. If the Cardholder expressly requests a Replacement Card for any reason other than a card defect or other technical reason for which card complete is responsible, or the expiration of a Card (Item 11.) or the blocking of a Card (Item 13.), a card replacement fee will be charged.
- 9.3. For any Card sent to an address outside Austria, a separate delivery fee will be charged.
- 9.4. Card transactions in which the Card is used outside the European Union or the Accepting Partner is based outside the European Union as well as foreign currency (i.e. non-Euro) transactions within the European Union are subject to processing fees (Item 20.).
- 9.5. Each cash withdrawal is also subject to a processing fee.
- 9.6. In the event of a tacitly approved debit balance in accordance with Item 7.6., card complete will charge interest on the amount outstanding. Calculation of interest begins on the day following the end of the interest-free payment period given on the account statement (see Item 7.7.). Interest for the period beginning one day after the date of the last account statement of the previous calendar quarter and ending with the date of the last account statement of the subsequent quarter will be calculated for the relevant number of days, added to the balance due, and charged on the account statement. Such interest will be added to the account balance due on a quarterly basis, which can lead to compound interest. Payments received from the Cardholder will be applied to the oldest amounts due.
- 9.7. In the event that card complete suspends the contract on the grounds of impaired Cardholder creditworthiness for which the Cardholder is at fault, card complete is entitled to charge the Cardholder debit interest, although not as described in Item 9.6. This debit interest will be calculated from one day after the day following the end of the period given on the account statement (Item 7.7.) and added to the account balance due (principal). Such interest will be added to the account balance due monthly, which can result in compound interest. Payments received from the Cardholder will be applied to the oldest amounts due. If a suspension on the grounds of impaired creditworthiness is lifted, then interest is calculated from this point in time as described in Item 9.6.
- 9.8. If the Cardholder has arranged for the account statement to be paid directly from a current account (direct debit), he/she must ensure that sufficient funds are available to cover the amount due. If the direct debit cannot be carried out because of insufficient funds and the Cardholder's payment service provider (bank) communicates this by informing card complete, the Cardholder officially instructs card complete (and card complete agrees) to forward this information to the Cardholder himself/herself. card complete is entitled to charge expenses for forwarding this information as set out in Item 20.
- 9.9. At the Cardholder's request, card complete will provide duplicates of transaction documents (sales drafts) or account statements from previous periods; these services are subject to a fee except where necessary to process a justified claim by the Cardholder.
- 9.10. If the Cardholder defaults on his/her balance due as shown on the account statement, card complete is entitled to send and charge the Cardholder for payment reminders (see Item 20.) as well as to charge the Cardholder for any legal costs to recover the debt, assuming these are in reasonable proportion to the amounts due.
- 9.11. The regulations in Items 7.1., 7.6., 12.2., 13.6. and 13.7. form the basis for further charges, fees, expenses and interest as described in Item 20.
- 9.12. All charges, fees, expenses and interest referred to in Item 9. are listed in Item 20.

10. card complete's Liability

- 10.1. If a transaction is made without any payment instruction from the Cardholder, card complete must credit the debited amount to the Cardholder without delay and, if relevant, restore the card account to the same status it would have had without this transaction. If the account statement has already been paid, card complete will credit the relevant amount necessary to restore the card account to the same status it would have had without the transaction. This does not affect the Cardholder's legal rights.
- 10.2. In the event that an Accepting Partner fails or refuses to accept the Card or is unable to process a transaction because of technical problems, card complete accepts liability for any losses arising only if such non-acceptance or technical problems are caused by card complete itself and not by the Cardholder's failure to exercise due care.
- 10.3. Liability for any loss or damage caused by minor negligence on the part of card complete is limited to typically foreseeable losses arising from violation of its primary obligations under the contract. In cases of loss or damage through its gross negligence or willful intent as well as in cases of personal injury, card complete is fully liable.

11. Expiry of the Card

- 11.1. The Card expires on the last day of the month of the year embossed on the Card. Use of an expired Card is prohibited but does not affect the Cardholder's obligation to pay for any goods or services obtained with the Card.
- 11.2. card complete will issue a new Card before the existing Card expires.

12. Duration and Termination of Contract

- 12.1. This contract is concluded for an indefinite period. The Cardholder may terminate it at any time with a period of notice of one month by sending written notice, duly signed, or by returning the Card to card complete. The Cardholder is advised to invalidate the Card by cutting it into several pieces before sending it back to card complete. card complete may terminate the contract with a period of notice of two months. Each party retains the right to terminate with immediate effect for serious reasons.
- 12.2. If a Card is still valid when the contract is terminated, the Cardholder must return the Card to card complete within two weeks of the effective termination or affirm in writing, duly signed, that the Card has been destroyed. If the Cardholder culpably fails to do so

within the two-week period, card complete is entitled to collect a handling charge (Item 20.) to remind the Cardholder of this duty, and/or to confiscate the Card.

- 12.3. If the contract is terminated, card complete will reimburse the Cardholder for the unused portion of the card fee which was paid in advance. This reimbursement does not apply to card agreements concluded with enterprises as defined in Art.1 of the Consumer Protection Act.
 - 12.4. As soon as termination becomes effective, any further use of the Card is prohibited.
- #### **13. Blocking the Card**
- 13.1. card complete is obligated to block the Card if the Cardholder so demands.
 - 13.2. card complete is entitled to block the Card for valid reasons connected with card security, in the case of real or suspected misuse or fraud, or when there is an appreciable increase in risk that the Cardholder will not be able to meet his/her financial commitments (e.g. repeated defaults, major deterioration in creditworthiness, negative credit reports, insolvency). Moreover, card complete will block the Card if required to do so by law or regulation, especially as relevant to fighting money laundering and terrorist financing. As soon as circumstances leading to the blocking of the Card have improved, card complete will unblock the Card or replace it with a new one.
 - 13.3. Accepting Partners throughout the world will be notified of blocked card numbers and are entitled to retain blocked cards (i.e. withdraw them from circulation).
 - 13.4. card complete will inform the Cardholder – whenever possible – before blocking the Card, giving its reasons for doing so. When this is not possible, card complete will inform the Cardholder after blocking, but without delay.
 - 13.5. If an incorrect PIN is entered three times in succession on one calendar day at a Terminal (cash dispensing or payment terminal), further use of the Card with PIN verification may be blocked on that day. (For this purpose, a calendar day is based on Austrian time, regardless of the time or day at the location of the Terminal or its operator.) The Cardholder can continue to use the Card, however, by requesting a new PIN from card complete. Under these circumstances, depending on the operator of the particular Terminal, the Terminal may retain the Card for security reasons without warning the Cardholder first.
 - 13.6. If the Cardholder demands that the Card be blocked (Item 13.1.) for reasons other than loss, theft, fraud, unauthorised use, or a technical defect with the responsibility of card complete, and a new Card is issued, card complete is entitled to charge a handling fee (Item 20.).
 - 13.7. If the Cardholder reports loss, theft, fraudulent or unauthorised use of the Card to card complete (such a report is free of charge), the Card will be irrevocably blocked. card complete is entitled to charge the Cardholder for expenses connected with replacing the Card as a payment instrument (Item 20.).
 - 13.8. The use of a blocked Card is prohibited.

14. Change of Cardholder's Address / Means of Communication

- 14.1. The Cardholder must notify card complete without delay of any change of postal or e-mail address. Such notification must be made in writing, duly signed, or by other means accepted by card complete as verification of the Cardholder's identity. Correspondence of legal importance and/or account statements sent by card complete to the Cardholder's last declared postal or e-mail address shall be deemed to be delivered if the Cardholder has not informed card complete of a change of address.
- 14.2. The acceptable means of electronic communication are agreed to be e-mail, fax and/or telephone call, unless otherwise stated in the Terms & Conditions or a special agreement. The Cardholder is responsible for ensuring that the e-mail address provided is able to receive messages and should adapt his/her technical security set-up (e.g. filters, firewalls) accordingly.

15. Additional Cards

- 15.1. At the instruction of the main Cardholder, additional Cards can be issued for third persons (additional Cardholders). Additional Cards, PINs and Secure Codes will be sent to the main Cardholder, who must give them to the additional Cardholders without delay. The main Cardholder must ensure that any additional Cardholders abide by the Terms and Conditions of this contract, and the main Cardholder bears all responsibilities arising from this contract, also for the additional Card(s). Any decision on the part of card complete to terminate the additional Card can be effected by notification to the main Cardholder only.
- 15.2. The main Cardholder may issue legally binding statements or instructions regarding the additional Card(s) without the consent of the additional Cardholder(s). The additional Card(s) can be terminated by either the main or the additional Cardholder(s). The main Cardholder and the additional Cardholder(s) are jointly and severally liable to card complete for the payment of all outstanding debts incurred through the use of the additional Card(s).
- 15.3. The termination of a Main Card automatically terminates any related Additional Cards.

16. Cards for Business Expenses

- 16.1. Commercial cards are applied for by natural persons together with enterprises. They are identifiable as commercial cards and intended for the payment of business expenses. The Cardholder is not liable for the payment of all transactions made with a commercial card.
- 16.2. If a non-commercial card is applied for by a natural person together with an enterprise and is used for business expenses, then Item 16.3. applies for business expenses incurred with the card.
- 16.3. If business expenses have been charged to the account of a commercial or non-commercial card and the enterprise commences insolvency proceedings, the Cardholder is entitled to contest his/her personal liability for such expenses within 90 days of receipt of the account statement. On that statement, card complete will notify the Cardholder of the 90-day period, the commencement of the period and the presumed acceptance by the Cardholder if he/she does not protest. By contesting liability, the Cardholder transfers his/her claims against the enterprise, the Insolvency Compensation Fund or any substitute institution to card complete and undertakes to provide all relevant documentation to card complete. card complete will then credit the amount of the expense claims to the Cardholder's account. This transfer of claims to card complete is immediately binding.

16.4. The term “enterprise” is deemed to mean commercial entities, but also public sector entities or self-employed natural persons. Business expenses refers to expenses incurred in the interest of the enterprise.

17. Use of the Card in Electronic Data Networks (e-commerce)

Online Customer Portal and PIN Changing

- 17.1. When using electronic data networks, the Cardholder is recommended to enter the Card details only with encrypted systems which use the https (HyperText Transfer Protocol Secure) communication protocol.
- 17.2. In order to use the special security systems ViS/MCID, the Cardholder must provide a designated mobile telephone number, either when filling in the Card application or, if at a later time, either in writing or in some other form of communication acceptable to card complete as verification of the Cardholder's identity. This mobile telephone number is required for receiving mobileTANs. The Secure Code will be delivered to the Cardholder together with the PIN. If the Cardholder has provided card complete with a designated mobile phone number, then the Cardholder will be able to use the ViS/MCID security systems with the Secure Code immediately.
- 17.3. The Cardholder's Secure Code as well as the designated mobile telephone number can be changed by the Cardholder at any time through the complete Control Portal or the complete Control App. If the designated mobile telephone number is no longer valid, the Cardholder can only continue to use the ViS/MCID security systems by providing card complete with a new designated mobile telephone number as described in Item 17.2.
- 17.4. For each mobileTAN required, card complete will generate and send an SMS (text message) free of charge. The Cardholder should note, however, that his/her mobile network provider may impose charges for the receipt of such messages.
- 17.5. If an incorrect Secure Code is entered three times in succession, use of ViS/MCID will be blocked for security reasons. As long as this function is blocked, no transactions can be carried out with ViS/MCID. The Cardholder can, however, unblock the function at any time via the complete Control Portal or the complete Control App. When unblocking the function, the Cardholder will be required to create a new Secure Code.
- 17.6. If an Accepting Partner only accepts transactions through the ViS/MCID process, then the Card can only be used if the Cardholder has correctly designated a mobile telephone number and received a Secure Code (see Item 17.2.) or has already registered for ViS/MCID.
- 17.7. In order to access other services (such as retrieval of transaction data) via the websites www.cardcomplete.com or www.cardcompletecontrol.com, or via the App (Online Customer Portal) available for certain mobile devices (e.g. smartphones, tablets), the Cardholder must create a user account. To do so, the Cardholder must provide card complete with an e-mail address, either on the Card application or in writing or in some other form of communication acceptable to card complete as verification of the Cardholder's identity. Use of the Online Customer Portal is subject to special conditions to which the Cardholder must agree. Services of the Online Customer Portal are offered free of charge unless otherwise expressly agreed. The Cardholder must bear any internet or telephone costs incurred through use of the Portal.
- 17.8. The Cardholder has the possibility to change the 4-digit PIN without withdrawing cash at certain ATMs (cash dispensers) within the European Economic Area (EEA) up to 3 times within a period of 365 days. Where this option is available, it will be displayed on the menu of the ATM. To change the PIN, the Cardholder, following the instructions shown on the ATM, should insert the Card into the ATM's card reader, enter the existing PIN once, and then enter a new, personally chosen 4-digit PIN twice. Once the change of PIN has been confirmed, only the new PIN will be valid for verifying transactions.

18. Changes to the Terms and Conditions

- 18.1. The Cardholder will be informed in writing (in e-mail, fax or paper form) of any proposed changes to the T&Cs at least two months before their effective date. Such changes can only take effect with the Cardholder's consent, which may be either express (Item 18.2.) or tacit (Item 18.3.).
- 18.2. Except as described in Items 18.3., 18.4. and 18.5., any changes to these T&Cs require the express consent of the Cardholder, which can be communicated to card complete in writing, by e-mail, or by other means accepted by card complete as verifying the Cardholder. If the Cardholder does not consent to the changes, the card contract remains in force but can be terminated by card complete with two months' notice.
- 18.3. When it is necessary to change the T&Cs for reasons of legal changes, technical innovations or other objectively justifiable (security-relevant) reasons, or if minor changes are made in other circumstances that do not materially reduce the main service obligations of card complete, then such changes require the consent of the Cardholder.
- 18.4. Any changes in the T&Cs regarding charges, fees, expenses and interest (Item 20.) reflecting an increase of up to a maximum of 10% of the previous value, or a reduction or elimination of the previous value, require the consent of the Cardholder.
- 18.4.1. Any changes to existing values based on factors beyond card complete's direct control, whether resulting from the business model (e.g. changes in banking interchange fees, financial oversight requirements or collective bargaining agreements) or not, can only be made on the basis of changes in the index factor as described in Item 18.4.2.
- 18.4.2. A change in the index factor means a change in the Consumer Price Index (“VPI 2015”) or another index in its place. The change is calculated by comparing the value from July of the previous year with that of July of the year before. (The index value published for July 2015 is taken as the reference value.) The new, adjusted value will be rounded up to the next 10 Euro Cents. If the VPI 2015 changes but, for whatever reason, no adjustment is made to the charges, fees, expenses and interest (Item 20.), this does not affect card complete's right (with the Cardholder's consent) to make adjustments (increases or decreases) in future years.
- 18.5. Changes to the T&Cs regarding exchange rates and how foreign currency conversion is handled require the consent of the Cardholder.
- 18.6. Changes to the T&Cs under Items 18.3., 18.4. and 18.5. are deemed to be accepted (i.e. the Cardholder consents) unless the Cardholder objects by the proposed date on which the changes are to come into effect, assuming that card complete has notified the Cardholder of the presumed acceptance if no objection is made by the proposed date,

and of the Cardholder's right to cancel the card contract at no cost and with immediate effect. An objection constitutes a serious reason which entitles both parties to terminate the contract.

- 18.7. Unless required by legal circumstances, changes to the T&Cs pursuant to Items 18.3., 18.4. and 18.5. can be made up to two times per calendar year. Any further changes during the calendar year are only allowed with express consent of the Cardholder as described in Item 18.2.
- 18.8. card complete will notify the Cardholder of the changes to the T&Cs, the two-month acceptance period, the commencement date of the period, the consequences of the Cardholder's actions, the necessity of the Cardholder's express consent (Item 18.2.) or the Cardholder's right to object (Items 18.6.) and the Cardholder's rights, especially the right to terminate with contract with immediate effect at no charge.
- 18.9. The stipulations of Items 18.1. to 18.8. do not apply for card contracts concluded with enterprises in the sense of Art.1 of the Consumer Protection Law (KSchG). For such contracts, any changes to the T&Cs will be communicated to the enterprise in writing (e-mail, fax or paper form) at least two months before the changes are to take effect. The changes are deemed to be accepted unless the enterprise objects by the proposed date on which the changes are to come into effect, assuming that card complete has notified the enterprise of the presumed acceptance if no objection is made by the proposed date, and of the enterprise's right to cancel the card contract at no cost and with immediate effect. An objection constitutes a serious reason which entitles both parties to terminate the contract.

19. Governing Law and Place of Jurisdiction

The place of performance is Vienna. The contract and conditions precedent are governed by Austrian law. The conflict of law rules of international private law and UN CISG do not apply. The competent court for all disputes arising from this contract with enterprises as defined in Art.1 of the Consumer Protection Act is Vienna 1020. In accordance with Art. 14 of the Consumer Protection Act, the competent court for claims against consumers is that of the consumer's residence, habitual abode or place of employment.

20. Charges, Fees, Expenses and Interest

Processing fee (see Item 9.4.)	1.5%
Cash withdrawal fee	3%, minimum EUR 3.63
Nominal debit interest rate	14% p.a.
Effective debit interest rate with quarterly compounding (Item 9.6.)	14.76%
Effective debit interest rate with monthly compounding (Item 9.7.)	14.95%
Duplicate transaction document	EUR 10.–
Duplicate account statement	EUR 3.–
Expenses for postal delivery of account statements	EUR 0.99
Direct debit rejection expenses	bank charges incurred plus notification expenses of EUR 4.–
Reminders:	
First reminder up to EUR 100.–	free of charge
First reminder over EUR 100.–	EUR 5.–
First reminder over EUR 1,000.–	EUR 10.–
Second and third reminders up to EUR 100.–	EUR 20.–
over EUR 100.–	EUR 25.–
over EUR 1,000.–	EUR 30.–
Card fee	as stated in separate agreement
Card replacement fee (Item 9.2.)	EUR 7.–
Handling charge (Items 12.2., 12.6.)	EUR 40.–
Replacement expense (Item 13.7.)	EUR 9.90
Delivery of Cards to addresses outside Austria:	
within the European Union	EUR 20.–
outside the European Union	EUR 25.–

21. Language

The English-language version of the “Terms and Conditions for Credit Cards from card complete Service Bank AG” is provided for information purposes only. card complete does not accept liability for the English translation. In cases of dispute, only the original German version („Allgemeine Geschäftsbedingungen für Kreditkarten der card complete Service Bank AG“) is legally valid.

22. Purchase discounts pursuant to Item 8.

1.32 % for USD (United States dollar), GBP (Pound sterling), HRK (Croatian kuna), CHF (Swiss franc), THB (Thai baht), HUF (Hungarian forint), CZK (Czech koruna), AED (United Arab Emirates dirham), CAD (Canadian dollar), RUB (Russian rouble)

1.92 % for SEK (Swedish krona/kronor), AUD (Australian dollar), ZAR (South African rand), CNY (Chinese yuan), NOK (Norwegian krone), JPY (Japanese yen), DKK (Danish krone), TRY (Turkish lira), PLN (Polish zloty), IDR (Indonesian rupiah), NZD (New Zealand dollar), MXN (Mexican peso), BRL (Brazilian real), SGD (Singapore dollar), HKD (Hong Kong dollar), RSD (Serbian dinar), RON (Romanian new leu), INR (Indian rupee), ISK (Icelandic krona)

2.61 % for ILS (Israeli new sheqel), PHP (Philippine peso), BGN (Bulgarian lev), MAD (Moroccan dirham), KRW (South Korean won), BAM (Bosnia and Herzegovina convertible mark), VND (Vietnamese dong), MUR (Mauritian rupee), MYR (Malaysian ringgit), UAH (Ukrainian hryvnia), ARS (Argentine peso), LKR (Sri Lanka rupee), EGP (Egyptian pound), OMR (Omani rial), SAR (Saudi riyal)

3.00 % for all other currencies

INFORMATION SHEET for DEPOSITORS

provided in accordance with Art. 37a Austrian Banking Act (BWG)

The English-language version of the “Information Sheet for Depositors” is provided for information purposes only. card complete does not accept liability for the English translation. In cases of discrepancies the original German version (“Informationsbogen für den Einleger”) shall prevail over the English translation.

General information on deposit protection

Deposits at card complete Service Bank AG are protected under the deposit guarantee scheme of	Einlagensicherung AUSTRIA Gesellschaft m.b.H. (1)
Maximum amount covered:	100,000 EUR per depositor per bank (2)
If you have several accounts at the same bank:	All account balances are added together, and the total amount is guaranteed up to 100,000 EUR (2)
If you have a joint account with one or several other persons:	The maximum coverage of 100,000 EUR applies for each person individually. (3)
If a payout event (insolvency) occurs, depositors will be compensated within	7 business days (4)
Currency of payout:	Euro
Contact details:	Einlagensicherung AUSTRIA Gesellschaft m.b.H. A-1010 Vienna, Wipplingerstraße 34, DG 4 Telefon: +43 (1) 533 98 03 E-Mail: office@einlagensicherung.at
For more information, see:	www.einlagensicherung.at

Explanatory notes

(1) Which deposit guarantee scheme is responsible for your deposits?

Your deposits are covered by a statutory deposit guarantee scheme. If your bank becomes insolvent, you will be compensated for your deposits up to a maximum amount of 100,000 EUR.

(2) General limits of coverage:

If a customer cannot access his/her money because the bank cannot meet its financial obligations, the customer will be compensated by the deposit guarantee scheme. The maximum compensation is 100,000 EUR. This amount represents the sum of all the customer's funds deposited at that bank. For example, if a customer holds 90,000 EUR in a savings account and 20,000 EUR in a current account, only 100,000 EUR will be paid out as compensation. For accounts held in currencies other than Euro, amounts will be converted at the mean rate of exchange of the date on which the bank became insolvent.

In certain cases, deposits higher than 100,000 EUR will be covered up to an amount of 500,000 EUR. The following conditions apply: (1.) The deposits a) result from real estate transactions relating to private residential properties, or b) fulfil legally stipulated social purposes and are linked to specific life events of the customer, such as marriage, divorce, retirement, dismissal, redundancy, disability or death, or c) are based on the payout of insurance benefits or compensation for bodily injuries resulting from criminal offences or for wrongful criminal conviction, and (2.) the payout event occurs no later than twelve months after the deposit was credited to the account or after the date when such deposits become legally transferable. The customer must apply to the deposit guarantee scheme for repayment of the amount over 100,000 EUR within twelve months of the payout event.

(3) Maximum coverage for joint accounts:

For joint accounts, the maximum coverage of 100,000 EUR applies for each customer individually.

The calculation of eligible deposits of each individual depositor (customer) will be based on any specific apportionment of the holdings that the depositors have already communicated to the bank in writing. If the joint depositors have neglected to communicate such an apportionment to the bank in writing, then the deposits held in the joint account will be distributed equally among the depositors. However, for an account over which two or more individuals have power to dispose as members of an ordinary, limited or civil-law partnership or business organisation of a similar nature without legal personality, the deposits will be aggregated for the calculation of the 100,000 EUR limit and will be treated as being held by a single depositor. More information can be found at www.einlagensicherung.at.

(4) Payout:

The deposit guarantee scheme responsible in this case is the Einlagensicherung AUSTRIA Ges.m.b.H., Wipplingerstraße 34, DG 4, A-1010 Vienna, Tel. +43 (1) 533 98 03-72, E-Mail: office@einlagensicherung.at, www.einlagensicherung.at. It will pay your compensation (up to 100,000 EUR) within 7 business days.

If you do not receive compensation by the end of that period, please contact the deposit guarantee scheme directly, as claims may expire after a certain time. For more information, see www.einlagensicherung.at.

Please also note:

Deposits by private individuals and companies are normally covered by deposit guarantee schemes. Exceptions for certain types of deposits will be announced on the website of the relevant deposit guarantee scheme. You can also request information from your bank about which products are covered and which are not. If deposits are covered by a guarantee scheme, this will be stated on the relevant account statement. Compensation will not be paid for deposits showing no related account transactions in the 24 months prior to the insolvency date and where the value of the deposits is not high enough to cover the guarantee scheme's administrative costs of paying out. Deposits covered by the scheme are only eligible for compensation after the offsetting of any legally or contractually chargeable debts of the depositor towards the bank that were incurred prior to or on the insolvency date.

<p>Responsibility <i>Who is responsible for my personal data and whom can I contact if I have questions?</i></p>	<p>card complete Service Bank AG, Lassallestraße 3, 1020 Vienna, is responsible for the collection and control of your personal data. If you have any questions concerning the processing of the personal data we have collected or concerning your rights under the GDPR and the Austrian DPA, please contact the Data Protection Officer (DPO) of card complete Service Bank AG at the same address as above.</p>
<p>Data types and sources <i>What information do you collect about me and where do you obtain it?</i></p>	<p>We collect the personal data necessary to provide services under our contract with you. We obtain it either from you directly, or in the course of processing payments (e.g. from Accepting Partners), or from another trusted party to which you have provided it (e.g. your bank). It may include data that we are entitled to obtain from credit agencies, debtor lists, business information services (e.g. CRIF, KSV 1870 Holding, Bureau Van Dijk Electronic publishing, Dow Jones News) and from publicly available sources (e.g. Commercial Register, Land Register, the media, blacklists).</p>
<p>Purpose and legal basis <i>Why do you need my data and what is your legal basis for processing it?</i></p>	<p>We need your data to facilitate the business relationship that we have with you, and all our use of your data is in compliance with the GDPR and the DPA. We use your data in fulfilment of one or more of the following:</p> <ul style="list-style-type: none"> • contractual obligations (e.g. providing banking and payment services, handling customer inquiries, calculating commissions, updating customer databases) • legal obligations (e.g. ensuring legal compliance, processing secure online transactions, monitoring card transactions, reporting to the financial markets authority or the public prosecutor's office, consulting credit agencies) • pursuit of legitimate interests (e.g. fraud prevention; internet and data security; handling inquiries from authorities, attorneys, collection agencies, customers, etc.; direct marketing) • other purposes in so far as you have given specific consent (e.g. advertising and marketing, customer satisfaction surveys)
<p>Data sharing <i>Who else will receive my data?</i></p>	<p>We share your data to a limited extent with some third-party processors (e.g. IT and back-office processors), with other parties in payment transactions, and with our sales partners. If you are a participant in the Miles & More programme, we share your data with Austrian Airlines AG. All of these are legally and contractually obligated to treat your data as confidential, to ensure that it is kept safe and to process it only in performance of their contractual obligations. If there is a legal obligation, your personal data can also be accessed by public authorities (tax offices, financial market authorities) and by card complete's owners.</p>
<p>International data transfers <i>Will my data be shared with third parties in other countries?</i></p>	<p>Card transactions (whether at the point of sale or online) may give rise to certain queries from Acceptance Partners. In such cases, information is exchanged between the international card organisations (which may be outside the EU or the EEA), their licensees, and the Acceptance Partners. Depending on the product, processing a transaction may entail transmitting personal data to the respective countries of these parties.</p>
<p>Data retention <i>How long will you store and process my data?</i></p>	<p>We keep your personal data for as long as we have a contract with you, but also for longer in so far as necessary to defend legal claims or as required under certain laws for specific periods: Anti-Money-Laundering Act – 5 years, Commercial Code and Federal Tax Code – 7 years, Equality of Treatment Act – 6 months, and the Austrian Civil Code – 3 to 30 years.</p>
<p>Obligation to provide data <i>Do I have to provide my personal data?</i></p>	<p>You are required to provide the data necessary for us to carry out a business relationship with you, and we are required by law to collect it. If you are not willing to provide such data, we are generally forced to decline a contract with you or to refuse the service requested. Even if a contract already exists, we will be unable to fulfil it and must therefore terminate it. You can, however, object to data processing which is not essential or relevant for our performance under the contract.</p>
<p>Data security <i>How do you keep my data safe?</i></p>	<p>card complete Service Bank AG has instituted extensive technical and organisational measures of the highest international standards to provide your data with optimal security. These measures are regularly monitored and updated to ensure that they remain appropriate and effective.</p>
<p>Rights of the data subject <i>What are my rights as a "data subject"?</i></p>	<p>As a natural person protected by the GDPR and Austrian Data Protection Act (= "data subject"), you can exercise the following rights at any time: to access your data, to rectify inaccurate data, to erase data ("right to be forgotten"), to restrict the processing of your data, to transmit your data ("data portability"), and to object to the processing of your data. If you believe that your data is being processed in violation of the GDPR or the DPA, please contact us so that we can address your concerns. If you have a complaint, you can contact the Austrian Data Protection Authority (Österreichische Datenschutzbehörde).</p>
<p>Further information <i>Where can I find out more?</i></p>	<p>You can find our complete privacy policy at www.cardcomplete.com/datenschutz</p>