

**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 WU+ 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 WU+ 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 WU+ 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 WU+ App and may request the issuance of a reference card (hereinafter also referred to as "Physical Card") when opening an account in the WU+ App or at a later stage by ordering a Physical Card in the WU+ 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 WU+ 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 WU+ 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 WU+ 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 WU+ 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. WU+ 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 (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 WU+ 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 +496990235063;
- at any time in the WU+ 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.
- 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 WU+ 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.

#### **6. 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 WU+ 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 WU+ 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.

**7. Governing law**

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

## **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.

### **2. 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.**

### **3. 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.**