

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

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

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

### I. Pre-contractual Information

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

**Bank details**

Western Union International Bank GmbH  
Wiedner Gürtel 13  
1100 Vienna  
Austria

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

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

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

Customer service: +48221520541

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

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

Managing Directors of the Bank are: Doris Lahey-Anzinger, Bernhard Kirschner

**Main activity of Western Union International Bank GmbH**

The main activity of the Bank is the operation of current accounts and the money transfer business.

**License and Supervisory Authority**

The Austrian Financial Market Authority (FMA) has granted the Bank a license to provide banking services, which entitles the Bank to provide payment services to its customers.

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

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

**Deposit protection fund**

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

**Entry (of the head office) in the commercial register**

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

**Value added tax identification number**

ATU 61347377

**Minimum term of the contract**

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

### **Contractual termination rights**

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

### **Fees**

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

### **Applicable law/court of jurisdiction**

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

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

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

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

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

### **Option of legal remedy/extrajudicial settlement of disputes**

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

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

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

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

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

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

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

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

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

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

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

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

### **Setting a Passcode**

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

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

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

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

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

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

#### **Retrieval and storage possibility for contractual conditions**

You have the ability to retrieve and view all the contractual provisions from your contract with Bank on Bank's website (<https://www.westernunion.com/pl/en/digitalbanking.html>).

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2.5.1 Changes in the charges for permanent services (except debit interest and credit interest) agreed with consumers in a framework contract for payment services (including the relevant Account Documents) shall be proposed to the customer by the

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

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

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

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

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

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

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

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

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

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

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

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

### **1.3 Term and termination**

The framework contracts for payment services (i.e. the relevant Account Documents) are concluded for an indefinite period. They may be terminated by the customer free of charge at any time, by notice sent via the App or by calling +48221520541. The Bank may terminate framework contracts for payment services (including the relevant Account Documents), and credit agreements concluded for an indefinite period, subject to a notice period of two months.

### **1.4 Fees and charges**

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

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

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

### **1.5 Foreign currency transactions**

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

### **1.6 Interest**

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

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

### **2.1 Language**

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

### **2.2. Communication options**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Execution of payment transactions by means of a debit card.

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

Execution of credit transfers including standing orders.

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

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

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

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

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

#### 3.2.2 Execution of payment transactions

##### 3.2.2.1 Direct debit transactions

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

Procedure for the execution of direct debits:

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

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

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

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

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

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

###### a) Debitcard

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

The cardholder is in particular entitled

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

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

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

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

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

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

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

Bank when it executes the transfer instruction. The designated purpose stated in the transfer instruction shall in any case be irrelevant to the Bank.

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

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

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

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

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

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

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

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

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

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

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

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

The Bank may block a payment instrument if

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

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

The Customer must report the loss, theft, misuse or other unauthorised use of a payment instrument or of electronic banking per App to the Bank without delay as soon as he/she becomes aware of it (the blocking of access being a specific feature of the App accessible at any time by the customer) or by calling +48221520541.

Access to the App can also be blocked by the customer him-/herself by entering the passcode incorrectly five times in succession.

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

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

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

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

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

Consent may be revoked by the customer until

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

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

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

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

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

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

- Domestic transfer in Germany/Italy (EUR)

App until 13:30 CET

- SEPA credit transfer (EUR)

App until 13:30 CET

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

App until 12:45 CET

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

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

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

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

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

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

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

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

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

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

- date and time of the payment transaction and, where applicable, details of the payee;
- the amount involved in the currency in which the customer's payment account is debited or in the currency used in the payment order;
- where applicable, the exchange rate used for the payment transaction; and
- the value date of the debit or the date of receipt of the payment order.

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

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

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

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

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



expire 13 months after the date of the debit, provided that the Bank has provided the customer with the information in accordance with Clause 5.5.

#### **6.1.2 Liability of the customer**

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

(i) by fraudulently facilitating the occurrence of the loss; or

(ii) by wilful or grossly negligent breach of his duties in relation to the safekeeping of payment instruments.

If the customer has only breached these obligations through slight negligence (if he has committed a breach of duty of care which cannot always be ruled out even in the case of an averagely careful person), the customer's liability for the damage shall be limited to the amount of EUR 50.

The customer shall not be liable (except as set out in (i) above) for any payment transactions initiated by means of the payment instrument after the customer has instructed the Bank to block the payment instrument.

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

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

#### **7. Complaints**

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

- ✓ contact us via the App; or
- ✓ call +48221520541.

An acknowledgement of your complaint will be sent to you within 5 business days of when we receive it. We will investigate your request and provide you with regular updates on its progress. The acknowledgement will contain the date of receipt plus a reference number, which should be used in all further communications with the Bank. We will always aim to resolve your concerns as quickly as possible, if it is not possible, we will send you written acknowledgement within five business days. We aim to resolve most complaints within 15 working days, if we have not been able to do this, we will contact you regularly to keep you informed about the progress. As soon as we have established all the facts and completed our investigation, we will provide you with a final response, no later than 35 working days, which will set our findings and explain our final position.

If you are dissatisfied with the resolution proposed by the Bank, you have the right to file a complaint with the bank mediation service ([www.bankenschlichtung.at](http://www.bankenschlichtung.at)).

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

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

#### **1. Description of all financial services**

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

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

- The customer is entitled to withdraw from the concluded Account Documents within 14 days. The withdrawal period begins on the day of the conclusion of the contract. If the customer has received the terms and conditions of the contract and the relevant information only after the conclusion of the contract, the withdrawal period shall commence upon receipt of all such terms and conditions and information. The time limit shall be deemed to have been observed in any case if the declaration of withdrawal is sent before the expiry of the time limit. If the customer wishes to exercise the right of withdrawal, the withdrawal must be expressly declared to the Bank.

- The withdrawal must be sent in the App. If this right of withdrawal is not exercised within 14 days of the conclusion of the contract, the concluded contract shall be valid for an indefinite period or until the end of the agreed term. Within the withdrawal period, the performance of the contract may only be commenced with the express consent of the consumer.

- If the customer subsequently effectively withdraws from the contract, the Bank may demand immediate payment of the remuneration for the service actually already provided in accordance with the contract. The amount to be paid may not be higher than the proportion of the service already provided in relation to the total scope of the contractually agreed service. Within 30 days of receipt of the notice of withdrawal, the Bank shall refund to the customer any amount received from the customer under the contract, less the amount referred to in the two preceding sentences. The customer shall return any sums of money received from the Bank within 30 days of sending the notice of withdrawal.

- The customer has no right of withdrawal:

- in the case of contracts for financial services, the price of which is subject to fluctuations on the financial market over which the contractor has no control and which may occur within the withdrawal period, in particular for services relating to:
  - a) foreign exchange

- b) money market instruments
- c) negotiable securities
- d) shares in investment companies
- e) financial forward transactions (futures) including equivalent instruments with cash payment
- f) Interest rate futures (FRA)
- g) interest rate swaps, foreign exchange swaps and equity or equity index swaps; and
- h) call or put options on all instruments mentioned in lit. a to g, including equivalent instruments with cash payment, such as in particular currency and interest rate options;
- if, with the express consent of the customer, the contract has already been fully performed by both parties before the customer exercises his right of withdrawal.

### 3. Termination of the contractual relationship

- As the account holder, the customer is entitled to terminate the contractual relationship at any time without stating reasons either by calling +48221520541 or electronically in the App. The customer is obliged to return or destroy all valid subscription means to the Bank immediately after termination of the contractual relationship.

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

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

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

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

### 4. Information on legal remedies

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

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

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

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

### 5. Description of the financial services

#### A) Payment accounts

##### Western Union Digital Banking Standard

- Main features of the financial service:

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

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

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

##### Western Union Digital Banking Premium

- Main features of the financial service:

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

- Total fee owed by the consumer for the financial service: 9.99 PLN monthly

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

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

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