



Special Terms and Conditions for Cashless Payments on the Internet Using the Payment Card Service Maestro SecureCode

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These Special Terms and Conditions govern Internet payments using the Maestro SecureCode process for debiting amounts from an account held at Raiffeisenbank.

1. Preconditions for participation in the Maestro SecureCode process, registration

The preconditions for participation in the Maestro SecureCode process are as follows:

- a debit card which has been issued to the cardholder by Raiffeisenbank,
- an agreement between Raiffeisenbank and the cardholder,
- the consent of the account holder, if the cardholder is not also the account holder,
- registration by the cardholder.

The cardholder registers via his/her access to Raiffeisenbank electronic banking. During registration, the cardholder must carry out the following steps:

- The cardholder selects the Raiffeisen bank debit card that he/she wishes to use with the Maestro SecureCode debit card service, whose **card number** ("PAN", a 19-digit number on the debit card) will be used for the Maestro SecureCode process.
- The cardholder needs to select a Personal Greeting text. Any combination of letters and/or numbers is permissible as a Personal Greeting. When payment transactions are being undertaken, the Personal Greeting appears after the card number has been entered, indicating to the cardholder that he/she is in a secure environment. If the selected Personal Greeting does not appear, the payment transaction must be terminated immediately. The Personal Greeting can be changed at any time in Raiffeisenbank electronic banking.
- The **mobile phone number** for transmitting the Maestro SecureCode must be communicated. **The Maestro SecureCode** is a one-time password which the cardholder receives by SMS for the respective payment transaction. If the mobile phone number is already noted in Raiffeisenbank electronic banking for the transmission of the Raiffeisen SMS TAN, this mobile phone number is also used for transmitting the Maestro SecureCode. Changing the mobile phone number is always effective for both services. However, the cardholder has the option of providing a different mobile phone number for the use of the Maestro SecureCode payment card service, which will then be used for sending the Maestro SecureCode in the context of payment transactions.

Registration must be confirmed on a binding basis by the cardholder by entering a TAN which has been agreed for electronic banking.

2. Paying with the Maestro SecureCode

The cardholder is authorised to make cashless payments for goods and services from participating trading companies which offer goods and services on the Internet and which make reference to their participation in the Maestro SecureCode process (hereinafter "**Merchants**").

For the cardholder, the Merchant's participation in the Maestro SecureCode process is evident from the representation of the Maestro logo and the MasterCard SecureCode logo on the Merchants' Internet sites. Raiffeisenbank is not under any obligation to ensure that the Maestro SecureCode process can be used with a specific Merchant.

When selecting "Maestro SecureCode" as the payment method on the Internet, the cardholder must enter the following data from the debit card:

- the card number,
- the expiry date (month and year),
- the card security code (a three-digit card security number on the back of the debit card).

After these card details have been entered, a dialogue window opens with the Personal Greeting for requesting the Maestro SecureCode. After the details of the Merchant and the intended transaction have been checked (particularly the amount to be charged) as well as the Personal Greeting, the Maestro SecureCode must be entered in the field provided for that purpose.

Warning: The selected Personal Greeting indicates that the cardholder is in a secure environment. If the correct Personal Greeting does not appear, the cardholder is not on a website of an authorised Merchant, and there is a risk of data being misused if the payment transaction is not immediately terminated. The Maestro SecureCode must not be entered if this situation arises!

By entering the Maestro SecureCode and confirming the payment in the manner provided in the payment procedure (e.g. OK button), the cardholder irrevocably instructs Raiffeisenbank to pay the Merchant the amount which has been invoiced by the Merchant, debiting the account for which the cardholder's debit card has been issued. Raiffeisenbank herewith accepts the instruction, subject to the condition that it is covered within the agreed limit for the debit card.

Payments which are made using the Maestro SecureCode process will reduce the amount which is available for payment at POS terminals within the limit agreed for the debit card which has been issued to the cardholder by Raiffeisenbank in the context of the payment card service.

Any differences of opinion and reciprocal claims arising from the legal relationship between the cardholder and the cardholder's contracting partner concerning goods or services which have been paid for by the cardholder using the Maestro SecureCode process must be resolved directly with the contracting partner. This applies in particular in regard to the amount charged to the card. Raiffeisenbank accepts no liability as regards the underlying transaction being executed by the contracting partner in accordance with the contractually agreed terms.

3. Blocking

The blocking of participation in the Maestro SecureCode process can be ordered by the account holder or the cardholder, stating the card number affected, as follows:

- by issuing a blocking order in Raiffeisenbank electronic banking,
- by telephone at any time, using the Raiffeisen blocking hotline for cards and electronic banking which has been set up for this purpose; the telephone number of this hotline has been communicated to the account holder by Raiffeisenbank and can be found on the website raiffeisen.at, or
- at the premises of Raiffeisenbank, during opening hours.

In the above cases a block becomes effective as soon as the blocking order is received.

Warning: A block on the debit card which has been issued to the cardholder by Raiffeisenbank will result in a block on participation in the Maestro SecureCode process. A block on participation in the Maestro SecureCode process will not result in the blocking of the debit card.

Raiffeisenbank is authorised to block the cardholder from participating in the Maestro SecureCode process without the involvement of the account holder or the cardholder in the following circumstances:

- i. if this is justified by objective reasons relating to the security of the Maestro SecureCode process,
- ii. if it is suspected that the identification details have been used in an unauthorised or fraudulent manner, or
- iii. if the account holder has not fulfilled his/her payment obligations in connection with a credit line linked to the Maestro SecureCode process (arranged overdraft or overdraft), and
 - either the fulfilment of these payment obligations is at risk due to the financial situation of the account holder or a co-debtor deteriorating or being at risk, or
 - the account holder is insolvent or is under immediate threat of insolvency.

Once a block has been imposed, participation in the Maestro SecureCode process is only possible after re-registration and (if the cardholder is not the account holder) with the consent of the account holder.

4. Duties of care and liability of the account holder and the cardholder

The cardholder must:

- keep the Personal Greeting text secret and (in particular) must not store it in electronic media,
- ensure, when entering the card details and the Maestro SecureCode, that these cannot be seen by third parties. The cardholder must close the Internet pages he/she has used in the course of the payment transaction so that it is not possible for an unauthorised third person to access these pages,

- immediately authorise the blocking of participation in the Maestro SecureCode process if the cardholder knows or suspects that a third person has access to his/her card details.

Insofar as these Special Terms and Conditions contain provisions concerning duties of a cardholder who is not the account holder, not only must the cardholder observe these provisions, but also must the account holder ensure that these provisions are observed by the cardholder.

All disposals by the cardholder in the context of the Maestro SecureCode process are undertaken for the account of the account holder. This applies in particular if the cardholder has reached the age of 7 years, but has not yet reached the age of 18 years, irrespective of whether the legal transaction that has been concluded using the debit card is valid (by reason of the minority age of the cardholder).

5. Settlement

a) Account debits

Payments made using the Maestro SecureCode process are debited from the account holder's account, with notification being provided in the form as agreed with the account holder for receipt of notifications. If it subsequently emerges that the account holder is not liable for the payment, the account debit will be reversed.

b) Foreign currency

For the settlement of payments in foreign currencies, the foreign currency amount will be converted as follows:

- for national currency units which are fixed to the euro, at the respective fixed rate;
- for currencies of states which are not Member States of the European Monetary Union, at the foreign currency rate determined as described below.

The foreign currency exchange rate is determined on the basis of the foreign exchange selling rates of Austrian and foreign credit institutions as published on the website austrofx.at, which is operated by Teletrader Software GmbH. The foreign currency exchange rate invoiced is determined for each foreign currency from the average of all foreign exchange selling rates compared and shown for this currency on austrofx.at, without taking into account the rates offered by the credit institutions that belong to the Raiffeisen Bank Group.

At least 5 rates published on austrofx.at (excluding the rates of the credit institutions that belong to the Raiffeisen Bank Group) are necessary for the determination of a foreign currency exchange rate. If fewer rates are available, the reference exchange rate of OANDA Corporation, which is shown on the homepage of PSA Payment Services Austria GmbH psa.at, shall apply.

The exchange rates can be requested at the credit institution or accessed at psa.at. The exchange rate day for the conversion is the day on which Payment Services Austria GmbH (which processes these payments) receives the debit note. The exchange rate and the exchange rate date will be communicated to the account holder in the form agreed with the account holder for receipt of notifications.

6. Duration of the agreement concerning participation in the Maestro SecureCode process

The agreement concerning participation in the Maestro SecureCode process is concluded for an indefinite period, and ends in any event with the termination of the account holder's account or the termination of the card agreement concerning the debit card which has been issued to the cardholder by Raiffeisenbank. In addition, both the account holder and the cardholder can terminate the agreement at any time to the last day of any month. Any notice of termination issued on the last business day of a month shall only take effect as of the first business day of the following month. Raiffeisenbank can terminate the agreement subject to observance of a notice period of 2 months. If a serious reason applies, the card agreement can be dissolved by the account holder, the cardholder or Raiffeisenbank with immediate effect.

Existing obligations of the cardholder and the account holder are not affected by regular or early termination and must be fulfilled in any event.

Warning: Termination of the agreement concerning participation in the Maestro SecureCode process does not result in termination of the card agreement for the debit card issued to the cardholder by Raiffeisenbank. Accordingly, this debit card can continue to be used in the extent envisaged in the card agreement.

7. Changes to the participation agreement or the Special Terms and Conditions

Changes to the agreement on the Maestro SecureCode procedure or the Special Terms and Conditions shall be offered to the account holder – also with effect for the Cardholder – by Raiffeisenbank no later than two months before the proposed date of its entry into force as provided for in Section 2 of the General Terms and Conditions. The account holder's consent – also with effect for the Cardholder – will be deemed to be given unless Raiffeisenbank has received an objection from the account holder prior to the proposed entry into effect of the changes set out in the offer. Raiffeisenbank shall indicate this, too, to the account holder in the offer of change. An offer of change within the meaning of this Section 2, regarding changes to Raiffeisenbank's services laid out in the agreement on the Maestro SecureCode procedure, or the Special Terms and Conditions and the account holder's fees is only permissible and effective if the conditions stipulated in Sections 43 (2), 44 and 46 to 47a of the General Terms and Conditions are fulfilled.

An account holder who is a consumer shall be entitled to terminate the master agreement for payment services (current account agreement), or even the agreement concerning the Maestro SecureCode process alone, without notice and free of charge, until such change takes effect. Raiffeisenbank shall indicate this, too, to the account holder in the offer of change.