



# **Special Terms and Conditions for Using the Debit Card with the ZOIN Card Function**

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## General provisions

### I. Scope of application for the terms and conditions

Raiffeisenbank hereby offers the holder of an account with Raiffeisenbank, who is also the holder of a debit card issued to this account (hereinafter referred to as “**cardholder**”), the opportunity to use the ZOIN function with this debit card.

The ZOIN function is an additional function to the debit card. It enables the cardholder to use the debit card via a mobile device

- to send non-cash funds to a chosen recipient, who is also the holder of a debit card issued by Raiffeisenbank or another Austrian bank, using the recipient’s mobile phone number or debit card number (PAN) and
- to receive funds (= the money is paid to the cardholder by a third person) using the cardholder’s mobile phone number.

These conditions govern the use of the debit card for the ZOIN function.

### II. Prerequisites of usage, ZOIN PIN

#### 1. Prerequisites

In order for the cardholder to use the debit card for the ZOIN function

- he/she requires a valid, unblocked debit card and a suitable mobile device to which he/she must download software suitable for the ZOIN function (hereinafter referred to as the “**Wallet**”),
- he/she must apply via the Wallet for the registration of his/her debit card for the use of the ZOIN function.

The cardholder’s registration application shall not be accepted by Raiffeisenbank until the debit card is activated for the ZOIN function. Only one debit card can be registered per mobile device for the ZOIN function.

#### 2. ZOIN-PIN

The personal ZOIN PIN required for payments with the ZOIN function is a combination of 4 numbers that the cardholder freely chooses during registration. Entering the ZOIN PIN enables the cardholder:

- to send a sum of money;
- to release the debit card for low-value payments pursuant to III.1,
- to unregister his/her debit card for ZOIN transactions.

#### 3. Right to use the app

By installing the app required for the ZOIN function on the cardholder’s mobile device, Raiffeisenbank grants the cardholder a non-transferable and non-exclusive right to use the app. Any reproduction or modification of the app software is prohibited.

### III. How to use the ZOIN function

#### 1. Sending money

The cardholder is entitled to make cashless payments in euros with his debit card using the ZOIN function up to the limit agreed with him/her. The cardholder instructs Raiffeisenbank to pay the payment amount to the respective recipient by **entering the ZOIN PIN** and the mobile phone number or the card number of the recipient and pressing the release button in the Wallet.

After entering the ZOIN PIN once to approve this option, the cardholder is entitled to send cash amounts up to EUR 25.00 per individual transaction (“low-value payment”) with the debit card **without entering the ZOIN PIN**. With these low-value payments the cardholder irrevocably instructs Raiffeisenbank to pay the respective amount to the recipient by entering the mobile phone number or the card number of the recipient and pressing the release button in the Wallet. For security reasons, the total of the successive low-value payments is limited to a total of EUR 125.00. Once this restriction has been reached, the cardholder must carry out a ZOIN transaction with a ZOIN PIN.

After pressing the release button in the Wallet, payment orders placed using the ZOIN function can no longer be revoked. Raiffeisenbank hereby accepts the order issued with such a payment order.

If the cardholder tries to carry out a ZOIN transaction using the mobile phone number of the mobile device of a recipient who has not yet activated his debit card for ZOIN transactions, it is not possible to press the release button. In this case, Raiffeisenbank will not accept any payment order. However, it is possible for the cardholder to inform the recipient by SMS of the payment order intended in his/her favour and of the requirements for registration of their debit card. A draft of a typical SMS message, which the cardholder can also modify or delete, is available to aid the cardholder. The cardholder is free to send and/or modify such an SMS message. The costs (due to the telecommunications contract concluded between the cardholder and his/her mobile phone operator) for sending these SMS messages shall be borne by the cardholder.

## 2. Receiving money

The cardholder is entitled to receive cashless amounts in euros with his/her debit card up to the agreed limit. Raiffeisenbank is obliged and irrevocably authorised to credit the account to which the debit card was issued with money received by the cardholder with his/her debit card.

## 3. Transactions only in euros

Transactions under the ZOIN function are only possible in euros. Transactions in foreign currencies are excluded.

## 4. Disputes about the underlying transaction

Differences of opinion and mutual claims arising from the legal relationship between the cardholder and the sender or recipient of an amount of money must be clarified directly with the sender or recipient. This also applies in particular to the amount of the payment. Raiffeisenbank assumes no liability for the contractual settlement of the underlying transaction.

## 5. Availability of the systems

**Note:** There may at times be technical problems with the ZOIN function that are beyond Raiffeisenbank's control. Manipulation by third parties can also have an adverse effect on the mobile device. Even in such cases, the ZOIN PIN may not be passed on to third parties.

## 6. Delineation between Raiffeisenbank and the mobile operator

Raiffeisenbank is available to the cardholder for all concerns regarding the ZOIN function of the debit card (e.g. registration, limit agreement and change, blocking).

All concerns in connection with the mobile terminal and/or the SIM card (e.g. blocking/unblocking the SIM card, defecting/exchanging the SIM card, concluding contracts with the mobile network operator) must be addressed by the cardholder to the mobile network operator with whom he/she has entered into a contractual relationship.

# **IV. Limits on usage, account coverage and settlement**

## 1. Transaction limit

The cardholder and Raiffeisenbank agree on a limit per time period (e.g. daily or weekly) up to which the debit card can be used for the ZOIN function. **ZOIN payments are credited against the maximum amount agreed for payments with a debit card at the POS.**

The cardholder is entitled, without giving reasons, to arrange for the limit to be lowered at Raiffeisenbank. Item VIII of these terms and conditions applies to changes to the limit by Raiffeisenbank.

## 2. Account coverage

Within the agreed limits, the cardholder may only make payments using the ZOIN function to the extent that the account to which the debit card has been issued has the required cover (credit balance and arranged overdraft).

### 3. Settlement

ZOIN payments will be debited from the account to which the debit card was issued and announced in the form agreed with the cardholder for access to declarations.

## **V. Termination of the ZOIN function**

The agreement on the ZOIN function is concluded for an indefinite period. It ends in any case with the termination of the account agreement to which the underlying debit card of the cardholder was issued and/or with the termination of the card contract via the underlying debit card.

The cardholder may terminate the Agreement at any time at the end of each 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 may terminate the agreement subject to two months' notice. If there is good cause, the agreement may be terminated by the cardholder and Raiffeisenbank with immediate effect.

Existing obligations of the cardholder are not affected by termination or premature termination and must be fulfilled.

Current periodic fees for using the ZOIN function will be reimbursed pro rata to the cardholder, who is a consumer, upon termination of the card contract. This does not apply to any one-time fees for the registration and activation of the ZOIN function.

## **VI. Obligations of the cardholder**

### 1. Protection against access by third parties and confidentiality of the ZOIN PIN

In his/her own interest, the cardholder is obliged to carefully store the mobile device with which the ZOIN function can be used and to protect it from access by unauthorised third parties.

The cardholder must unregister the ZOIN function via the Wallet in the following situations:

- termination of the telecommunication contract with the current mobile phone operator without keeping the current telephone number
- transfer of the telecommunication contract with mobile device. Before passing on the mobile device to third parties, the cardholder must unregister the ZOIN function via the Wallet.

The ZOIN PIN must be kept secret, may not be disclosed to anyone, in particular Raiffeisenbank employees or other cardholders, and may not be stored on the mobile device.

When using the ZOIN PIN, make sure that it is not seen by third parties.

### 2. Blocking message and other displays

In the event of loss, theft, misuse or other unauthorised use of the mobile device, the cardholder must immediately as soon as he/she becomes aware of this, arrange for the ZOIN function of the debit card to be blocked (Item VII.1).

## **VII. Blocking the ZOIN function**

### 1. Blocking by cardholder

The cardholder can request a ZOIN function to be blocked as follows:

- at any time by telephone to the Raiffeisen SperrHotline for cards and Electronic Banking, whose telephone number Raiffeisenbank has provided to the cardholder and which can be accessed on the Internet at raiffeisen.at, or
- via an emergency blocking hotline established for this purpose by Payment Services Austria GmbH ("PSA emergency blocking telephone number") (the emergency blocking telephone number can be found in Austria written on any ATM or from the bankomatkarte.at website or from any bank), or
- from Raiffeisenbank at the relevant applicable opening times.

In the above cases a block becomes effective as soon as the blocking order is received. If the card sequence number is not specified, the ZOIN function of all debit cards issued to the account shall be blocked until further notice.

Once the card has been blocked, the ZOIN function can only be reactivated on the basis of an order from the cardholder.

## 2. Block by Raiffeisenbank

Raiffeisenbank is entitled to block the ZOIN function without the participation of the cardholder or to reduce the limits agreed for the ZOIN function if

- i. objective reasons relating to the security of the ZOIN function or the systems that it can be used with justify this;
- ii. there is suspicion of unauthorised or fraudulent use of the ZOIN function; or
- iii. the cardholder has not fulfilled his/her payment obligations in connection with a credit granted in connection with the debit card and/or the associated ZOIN function activated for this purpose (arranged overdraft or overdraft), and
  - either the fulfilment of these payment obligations is at risk as a result of a deterioration of or risk to the assets of the cardholder or a co-debtor, or
  - the cardholder has become insolvent or there is a direct threat of this.

In cases (i) and (iii), Raiffeisenbank is also entitled to reduce the limits agreed for the ZOIN function without the participation of the cardholder.

**Note:** Blocking the SIM of the mobile device with the mobile network operator with whom the telecommunications contract was concluded does not automatically also block the ZOIN function of the debit card. The ZOIN function must be blocked separately! If the ZOIN function is not blocked, it can still be used – even if the SIM is blocked.

**Note:** Termination (cancellation, termination for good cause) of the ZOIN Function Agreement does not terminate the underlying Card Agreement. The debit card can still be used within the scope of the card contract.

## **VIII. Changes to the agreement on the ZOIN function or these terms and conditions**

Changes to the agreement on the ZOIN function or the special terms and conditions will be offered to the cardholder by Raiffeisenbank no later than two months before the proposed effective date as provided for in Section 2 of the General Terms and Conditions. The cardholder's consent to these changes shall be deemed to have been granted if Raiffeisenbank does not receive an objection from the cardholder before the proposed effective date. Raiffeisenbank will inform the cardholder of this in the offer of change. An offer of change within the meaning of this Section 2 regarding changes to Raiffeisenbank's services agreed in the Agreement on the ZOIN Function or the Special Terms and Conditions and the cardholder's fees is only permissible and effective if the conditions provided for in Sections 43 (2), 44 and 46 to 47a of the General Terms and Conditions are fulfilled.

The cardholder who is a consumer has the right to terminate the master agreement for payment services (current account and card contract) or even only the agreement on the ZOIN function without notice and free of charge until the time when the change takes effect. Raiffeisenbank will also point this out to the cardholder in the offer of change.