

Terms of business for the Internetbanking „George“
(as per April 2019)

To improve readability of these Terms of Business, the masculine form is used for any gender specific terms. However, naturally, all representations apply equally to women.

Where "George" is used in the Terms of Business below, it refers to an Internetbanking as provided by Erste Bank and Sparkassen.

General Terms and Conditions

1) Conditions:

The services available in "George" and the apps provided by Erste Bank and Sparkassen are only available for use if there is an ongoing business relationship with the credit institution. Identity verification is ensured using personalised safety and identification codes (e.g. user number, "George" password). Transactions subject to authorisation are authorised using the authorisation method agreed with the customer for "George" and the apps.

2) User:

Persons who are in a business relationship with the credit institution (([joint] account holder, authorised signatories) are called "authorised users" or "customers" in the following.

2.1) User authorisation:

Authorisation to use the services under this agreement may only be granted to the account holder or to persons that are authorised by the account holder or to representatives determined by law. Persons who do not hold an account with the credit institution have only limited use of "George"; in particular, they are unable to execute payment transactions via "George".

2.2) Log-in / Authorisation:

Entering "George" for the first time, the authorised user receives a signatory number on the one hand side and a personal "George" password on the other hand side from the credit institution for purposes of security and identification.

Every user is free to choose any of the following approval methods:

- With the s Identity approval method, the user logs in using the "George" one-time password (OTP).
- With the cardTAN approval method, the user can use a "George" one-time password (OTP) instead of the personal "George" password.
- With the TAC SMS approval method, the user logs into the system using the personal George password.

The „George“ one-time password (OTP) is only valid for the current session.

For additional protection of transactions subject to authorisation the customer is

- requested to enter an authorisation key (TAC-SMS) sent to a mobile phone authorised by the customer in the form of a text message at the customer's request, for each transaction requiring a TAC-SMS.
- asked, in the case of cardTAN transactions, to enter an authorisation key (cardTAN), which the cardTAN generator provides to the customer for each cardTAN-based transaction.
- requested, in the case of s Identity transactions, to confirm the order after accessing the s Identity application.

For all business transactions in "George", the authorisation to perform such transactions is verified exclusively using personalised security and identification codes.

3) Diligence:

The customer must take all reasonable efforts to protect the personal identification codes (in particular user number, password, code, TAC, TAN) against unauthorised access. Payment initiation service providers and account information service providers shall not be considered

"unauthorised" under this provision. Customers are obliged to follow the user guide and the safety instructions in the respective applications and the Security Center <https://sicherheit.sparkasse.at>. Customers must report to the credit institution any loss, theft, misuse or any unauthorised use of the personalised security codes without undue delay as soon as they become aware thereof via the account-managing party or the card hotline by dialling + 43 (0) 50100 plus the sort code of the credit institution.

When such a report is submitted, the credit institution shall have the personalised security codes blocked without undue delay. The requested block will become effective immediately upon receipt of the blocking request.

The credit institution shall be authorised to block a customer's "George" access without prior consultation in the following cases:

- if objective reasons relating to "George" security justify such a block
- when unauthorised or fraudulent use of "George" and/or the personalised security codes is suspected
- if there is a considerably increased risk that the customer cannot fulfil his payment obligations for a credit line linked with "George". In particular, such a significantly increased risk arises if the customer has failed to honour his payment obligations for a credit line linked with "George" (overrun or overdraft) and
 - either the fulfilment of these payment obligations is jeopardised due to the deterioration of or a threat to the customer's
 - a threat to the customer's or a co-debtor's financial situation or the customer has become insolvent or insolvency is imminent.

The credit institution shall inform the customer of any such deactivation and of the reasons for such a deactivation, and of any deactivation of the account information service provider's and/or the payment initiation service provider's access to a payment account held by the customer and about the reasons for such access deactivation using a means of communication agreed with the customer, where possible before and at the latest after implementation of such deactivation.

The duty to notify shall not be applicable if notification of the deactivation, or of the reasons for such deactivation, would violate a judicial or administrative order or run counter to any Austrian or Community legislation or any objective security considerations.

After four attempts to access the account using the wrong personalised identification codes, the authorised user is automatically blocked from accessing the system.

Likewise, customers are authorised to block their George access at any time. When a service under the present agreement is blocked, all services are disabled. Access reactivation must be requested by the customer either in writing (original signature) or in person at any of the branches of the credit institution.

If a customer is not connected with the credit institution or in the event of trouble, the customer shall be obliged – in order to minimize losses – to immediately make use of any other means of communication available (e.g. telephone call to the 24h-Service instead of the internet).

4) Liability of customers and the credit institution

4.1. Customer's liability for payment transactions in "George"

4.1.1. If payment transactions that have not been authorised by the customer result from the use of a lost or stolen payment instrument or the fraudulent use of a payment instrument, the customer shall be obliged to compensate the credit institution for the entire loss it incurs, if the customer

- facilitated the loss with fraudulent intent or

- brought about the loss through intentional or grossly negligent breach of the due diligence requirements related to the careful safekeeping and use of payment instruments set forth in section 3.

4.1.2. If a customer has breached the due diligence requirements set forth in section 3 only through slight negligence, the customer's liability for any losses incurred shall be limited to EUR 50.

4.1.3. The customer shall not be liable

- if the loss, theft or fraudulent use of the payment instrument could not have been noticed by customer or the loss of the payment instrument was caused by actions or omissions attributable to the credit institution.
- for payment transactions implemented with a payment instrument after the credit institution had been requested to block that specific payment instrument, unless the customer acted with fraudulent intent.
- for payment transactions in relation to which the customer was unable to make notification of loss, theft or fraudulent use of the payment instrument due to reasons for which the credit institution is responsible, unless the customer acted with fraudulent intent.
- for unauthorised payment transactions with which the credit institution does not require substantial customer identity verification, unless the customer acted with fraudulent intent.

4.1.4. When a customer causes loss neither through fraudulent intent nor through deliberate breach of a due diligence requirement as set forth under section 3., the type of personalised security codes and the specific circumstances under which the loss, theft or fraudulent use of the payment instrument occurred must be taken into account if liability for loss is to be shared between the customer and the credit institution.

4.1.5. Points 4.1.1 through 4.1.4 are not applicable for entrepreneurs. Entrepreneurs shall be liable for any losses arising out of payment transactions using George that are sustained by the credit institution due to the entrepreneur's breach of the due diligence requirements defined in section 3., without limitation in case of any type of negligence.

4.2. Further liability on the part of the customer when using "George" (insofar as liability for payment transactions are not concerned [subsection 4.1]) If customers transfer their personalised security codes to a third party or if an unauthorised third party obtains knowledge of the personalised security codes due to a breach of the customer's due diligence requirements set forth in section 3., the customer shall bear the consequences and any disadvantages resulting from a loss, theft or fraudulent use of the payment instrument until such time as the block becomes effective (see section 3). Any contributory negligence on the part of the credit institution shall be taken into account and reduce liability. The customer's liability ceases once the block takes effect. Subsection 4.2. is equally applicable for consumers and entrepreneurs.

4.3. The credit institution will be held liable only for damage caused in connection with the customer's hardware or software or by failure to achieve a connection with the credit institution's data centre, if this damage was caused culpably.

4.4. The credit institution shall not be responsible for the operability and content of third-party websites (e.g. Google Maps) to which the customer is redirected in the context of "George". The credit institution further notes that contents and opinions contained on third-party websites do not necessarily reflect the opinions of the credit institution and its employees.

5) Revocation/termination:

5.1. Customers shall have the right to terminate, in writing and at any time, any further use of the services under this agreement with the credit institution with immediate effect.

5.2. Subject to a 2-month notice period, the credit institution shall have the right to terminate the user subscription to "George" and/or user access to any (selected) plug-ins at any time without having to specify the reasons for such termination.

In its letter of termination, the credit institution shall be obliged to specify (i) the point in time at which the user subscription to "George" and/or user access to any plug-ins ends and (ii) the fee that is payable for any plug-ins until such termination becomes effective.

If "George" is terminated by the credit institution, such termination shall either be sent to the email address last provided to the credit institution and/or deposited electronically; in the latter case, the customer will also be advised of receipt in the "George" inbox by a separate email.

The customer shall pay the fee for "George" and/or the plug-ins chargeable for the time in which the subscription to "George" and/or the plug-ins was active.

5.3. To be able to use plug-ins, an active user subscription to "George" is required. Once the user subscription to "George" ends, the subscription to the plug-ins automatically ends on the day the user subscription to "George" ends without requiring any separate notice of termination.

Plug-ins may be terminated separately by either the customer or the credit institution; in this regard, the provisions under sections 5.2. relating to termination and the fee shall apply analogously.

6) Amendment of the Terms of business for the usage of Internetbanking "George":

The credit institution will propose changes to these Terms of business for the usage of Internetbanking "George" to the customer no later than two months prior to the proposed time of their entry into force, pointing out the provisions affected. The customer's consent shall be deemed given, unless the credit institution receives a written objection from the customer prior to the proposed time at which such changes enter into force. The credit institution shall point this out to the customer in the amendment proposal.

Notification can be made by letter, postal delivery of an account statement or – provided the customer/user agrees - electronically. In addition, the credit institution shall publish a comparison of the provisions of the Terms of business for the usage of Internetbanking "George" affected by the change, as well as the complete version of the new Terms of business for the usage of Internetbanking "George" on its website and provide this comparison to the customer at the latter's request. The credit institution shall also point this out in the amendment proposal. In business relations with an entrepreneur, it shall suffice to keep the envisaged amendment available for retrieval in a manner agreed with the entrepreneur.

In case of such an intended amendment of the Terms of business for the usage of Internetbanking "George", the customer who qualifies as a consumer shall be entitled to terminate his/her master agreement for payment services (especially the current account agreement) without notice and free of charge. The credit institution shall point this out in the amendment proposal.

The foregoing subsections are not applicable to the change of the services of the bank (including credit interest) as well as to the change of the customer's fees (including debit interest).

"George"

1) Scope:

1.1.) The services in "George" essentially comprise the following - all the details can be retrieved by the customer from the information provided on the credit institution's website:

- execution of payment transactions (credit transfers, debits, card payments)
- financial, account and transaction overview
- online purchase of products
- debit and credit cards
- saving
- financing facilities

- leasing, insurance, building society savings
- securities service
- electronic deposit
- settings
- plug-ins
- George app
- communication
- service

1.2) Using „George“ access credentials for customer identification in Apps of Erste Bank and Sparkassen.

The „George“ access credentials (user number and „George“ password or cardTAN-OTP) are used in different Apps. This way the customer can use "George" from Monday to Sunday, 24 hours a day. But there is a possibility that - in particular due to maintenance - access to "George" is limited.

2) Execution of credit transfers

Credit transfers are executed without undue delay and on the same day provided the data files are available to the credit institution for processing by the determined cut-off times. Otherwise, the credit transfers are processed on the working day after the data was transferred by the party ordering the credit transfer. Order receipt shall be determined by the date and time of the computer system installed at the credit institution.

3) Times of use

Customers can use "George" from Monday through Sunday, 24 hours a day. Access to "George" may be limited in the event of maintenance work.

4) Using the George securities service:

4.1.) Scope of rights to use securities information

Customers shall be obliged to make use of the market data information provided through this service for their own purposes only and undertake not to trade or commercially process any information received nor to permit any third party to do so. Customers undertake not to use George for any unlawful purposes or to allow such use by third parties.

Without the bank's prior written consent, customers shall not be authorised to disclose any securities market data information from George at all, or any pieces of information to third parties or to allow third parties to use information or in any other way disseminate or publish such information.

Customers understand that information obtained by the bank from external suppliers or fed into the information system by external sources and marked as such by the bank cannot be attributed to or verified by the bank on account of the data volume involved. This notwithstanding, should the bank become aware of the inaccuracy of any information that has been so provided, the bank shall undertake to have such information corrected or deleted without undue delay.

Customers understand that external suppliers may have industrial property rights to parts of the service. Customers undertake neither to remove nor to make illegible copyright notices and other information regarding such rights received in George and the George market data portal and to respect the external supplier's rules for the use of the information.

4.2.) Execution of securities orders

4.2.1.) Order placement in "George"

The credit institution shall be entitled but not obliged to execute orders to the extent that and if these are not covered by the balance on the settlement account(s). The credit institution shall make every effort to execute the orders without delay.

Prior to execution, the credit institution shall be entitled, for objective reasons relating to the security of order placement, to request confirmation of an order and/or reject orders placed online and/or by means of telecommunication.

In the absence of any other instructions, sell orders shall be deemed to relate to the first securities acquired. Order receipt shall be determined by the date and time of the computer system installed at the credit institution.

If placement of a securities order using "George" is not possible due to a disruption, customers shall be obliged, provided they have entered into a telephone agreement with the credit institution, to place the order by telephone with the responsible account manager immediately in order to mitigate damage. Upon indication of the securities account number, the securities account name, the user number and the user name, the credit institution shall consider such orders binding orders placed by the person duly authorised to operate the specified securities account. If such orders are received by a different office of the credit institution, the credit institution shall be entitled but not obliged to accept and execute the relevant transactions. In this case, the credit institution shall assume no liability for timely and/or immediate processing. Outside of the branch's office hours, the customer shall be obliged to contact the help desk (by dialling +43 (0) 5 0100 plus the sort code of the credit institution).

Customers expressly consent to transmission of their identification data, address and profession to the securities supervisor of the respective stock exchange for verification of compliance with the local laws.

4.2.2.) Forwarding of securities orders

The bank will forward orders placed in George during the time from Monday to Friday from 7:30 am to 10:00 pm. Orders received outside of this period, or on days the selected trading venue does not trade, shall be noted and scheduled for transfer at the beginning of the next trading day or the accessibility of our trading partner.

Customers agree that the order shall be executed at the current buying or selling rate of the stock exchange selected by the respective customer or in any recognised alternative trading system.

Customers shall inform themselves of their own accord about the various business and trading hours and practices of the individual trading venues.

The customer acknowledges that the execution of crossings (*In-sich-Geschäfte*) and short selling (*Leerverkäufe*) violates statutory provisions and engages to refrain from these. Short selling is the practice of selling a security the seller does not yet own at the time of selling. The seller benefits from going short if there is a decline in the price of the sold securities because the securities do not need to be delivered until a date in the future. Covered short-selling (lending based) that serves to hedge existing positions shall be exempted from this provision. In the case of crossings, the buyer and seller are identical. In order to push a share price upward or downward, a business transaction is made to appear compliant with market requirements. Such share price manipulation violates trade practice and may be subject to prosecution by the respective supervisory authorities.

4.2.3.) Settlement of securities orders

Euro-denominated orders that are executed by 6:00 pm on Austrian banking days shall be billed by the bank on the same day.

To bill orders involving the conversion into a foreign currency, the regularly updated bid and offer prices shall be used. Current market developments can be viewed at "www.produkte.erstegroup.com > Markets & Trends > Currencies". Special agreements regarding price spreads shall remain valid. (For margins on bid and offer prices, fees for international payment transactions, please view the posted terms). Alle Aufträge, deren Ausführung nach 22.00 Uhr erfolgt, gelangen mit der ersten Devisenkursstellung spätestens am nächsten Werktag zur Abrechnung.

eps transfer

1) Extent of services:

eps transfer offers the possibility to pay for goods and services on the internet by direct money transfer order made on the internet. In the process, the trader's data is transferred directly into the eps transfer payment instrument.

2) Exclusion of revocation:

The immediate payment of goods and services purchased on the internet by eps transfer are considered guaranteed payments by the traders and cannot be revoked by the sender once the credit institution is in receipt of the payment order.

Once the business day has ended, the customer cannot revoke an eps transfer set for a future transfer date prior to the agreed date.

3) Instrument of payment only:

The eps transfer is a mere instrument of payment so that no objection is admissible vis-à-vis the credit institution.

e-Identifikation

1) Extent of services:

e-Identifikation provides a service of online identification or age verification of any natural person by comparing personal data (first name, last name, date of birth, address) declared at a merchants website with the bank recorded information.

After the clients' approval, the result of the data collation is sent to the merchant. No additional data will be transmitted, only the status reference of the verification (data ok / not-ok) is forwarded to the merchant.