



General Terms and Conditions for the Use of Credit Cards of Cembra Money Bank AG for Payments with Click to Pay

These Terms and Conditions apply to the electronic registration of credit cards (hereinafter "Card") of Cembra Money Bank AG (hereinafter "Issuer") on Mastercard's online payment solution ("Click to Pay") as well as their use for password-free online payments.

1 REGISTRATION, RENEWAL AND TERMINATION

1.1 Registration and installation

The option of Click to Pay is provided exclusively at the discretion of the Issuer and will only be approved for cardholders who already have a card relationship with the Issuer (primary or additional card) (hereinafter, "Cardholder").

In order to use the Click to Pay option, the Cardholder must download the Cembra App (if not already preinstalled) onto a compatible mobile device (e.g. mobile phone, watch or tablet) (hereinafter "End Device") and register the card in the Cembra App. Following successful registration, the Cardholder can automatically transfer their card data to Mastercard using the Click to Pay button provided for this purpose in the Cembra App. Registration of the Cardholder for the use of Click to Pay is carried out automatically by Mastercard, and a corresponding Click to Pay profile will be assigned to the Cardholder. The card may only be used for password-free online payments with Click to Pay after successful registration.

Cardholders who wish to use Click to Pay must follow the instructions from the issuer or Mastercard during the installation and registration process for Click to Pay. The Cardholder is fully liable for any failure to comply or any delay in complying with these Terms and Conditions.

1.2 Expiry and replacement of cards

Generally, the renewal, blocking, unlocking or termination of the card also applies to its use for payments with Click to Pay.

Registration of the card for Click to Pay may be cancelled at any time on the Click to Pay profile of the Cardholder on the Mastercard website. The deletion of the registered Card for payments with Click to Pay does not change the status of the card. However, each primary or additional card must be deleted separately by the respective Cardholder.

1.3 Termination of the contractual relationship

If the card is terminated, the Cardholder is responsible for the deletion of their Card data registered with Mastercard. The deletion process can be arranged via the Click to Pay profile of the Cardholder on the Mastercard website.

2 USE OF CLICK TO PAY

2.1 Use of the card and approval

The Click to Pay online payment solution entitles the Cardholder to make payments via suitable e-commerce websites as well as other commercial environments provided for by Mastercard.

A transaction initiated via Click to Pay shall be deemed to have been authorised by the Cardholder, even if the person initiating the transaction is not the Cardholder. All payments made via Click to Pay shall be debited to the corresponding credit card account in the same manner as a normal transaction. The risks arising from misuse of the Card are borne by the Cardholder, subject to sec. 4.1 below.

2.2 Fees

The Cardholder shall bear all fees, costs or expenses charged by the mobile and/or telecommunications provider for the registration and/or use of the Card for Click to Pay. As regards data transfers by the Cardholder via the internet (including roaming) and other services of his/her mobile and/or telecommunications provider, the fees set forth in the agreement between the Cardholder and his/her provider shall apply.

The amount of the Issuer's fees for the Card and the payments made thereunder are governed by the applicable fee schedule and the General Terms and Conditions for the Use of the Card.

2.3 Restriction or extension of the options for using the Card

The options for using the Card and Click to Pay may be extended, restricted or cancelled at any time.

3 CARDHOLDER'S DUTIES OF CARE

The Cardholder has the following duties of care:

3.1 Safekeeping and Security Information

The Cardholder may not permit any third party to use the Click to Pay payment solution and shall keep the End Device under his/her personal control at all times. The End Device must be protected by setting up an unlocking mode using appropriate security information (e.g. secure and not easily ascertainable password, sample, iris or fingerprint, face ID, voice recognition) and other suitable means of protection (e.g. malware protection, firewall). Security information must not consist of easily identifiable combinations, e.g. telephone numbers, dates of birth, license plate numbers.

The Cardholder is obliged to keep the security information secret at all times. Security information may not be disclosed to third parties or recorded, even in encrypted form. Furthermore, no security information from third parties (e.g. biometric data) may be stored on the End Device for unlocking. If the Cardholder suspects that someone else has the security information that he or she is using for the End Device, the Cardholder must change the security information immediately.

3.2 Replacement, loss and theft of the End Device

The Cardholder is obliged to delete all Cards registered with Mastercard for Click to Pay that are associated with their old telephone number, prior to any (temporary or permanent) transfer (e.g. sale, donation, loan, deposit, pledge, repair) of the End Device.

If an End Device is lost or stolen, the Cardholder must immediately take the steps recommended by the device manufacturer to locate and lock the End Device and delete its content remotely. In addition, the Cardholder is obliged to inform the Issuer immediately if he or she loses the End Device and to arrange for their registered Card to be deleted for payments with Click to Pay. In addition, the Cardholder must immediately block the SIM card (or have it blocked by the network operator). The obligations set out in this section also apply in the event of any mere presumed loss or theft of the End Device.

3.3 Notification

If the Cardholder notices or suspects that the card, the End Device or the security information has come into the possession or control of an unauthorised person or that unauthorised transactions with Click to Pay have been carried out, he or she must inform the Issuer immediately by telephone. Until such time as the Issuer actually receives such notification, the Cardholder remains fully liable for any use of the Card by unauthorised persons or for unauthorised purposes.

4 RESPONSIBILITY AND LIABILITY

4.1 Assumption of losses in the event that the Cardholder is not at fault

If the Cardholder has complied with his or her duties of care specified in sec. 3 as well as the General

Terms and Conditions for the Use of the Card and the terms and conditions of Mastercard for the use of Click to Pay and is not at fault for any other reason, the Issuer shall bear any losses incurred by the Cardholder as a result of misuse of Click to Pay by third parties. For the purposes of this sec. 4.1, "third parties" do not include spouses or registered partners of the Cardholder and persons living in the same household as the Cardholder. Losses for which an insurance company is responsible, as well as any consequential losses of any kind, to the extent permitted by law, are not covered. In the event of any loss being assumed by the Issuer, the Cardholder must assign his claims arising from the loss event to the Issuer.

4.2 Breach of the duties of care

Any Cardholder who fails to comply with his or her duties of care shall be fully liable for all losses resulting from misuse of the Card until such time as a possible block is effective.

4.3 Lack of technical availability

The Issuer assumes no responsibility for continuous availability of the payment option with Click to Pay and is not liable for losses resulting from disruptions, interruptions, breakdowns or overloads of the Issuer's IT systems or of those of third parties engaged by the Issuer, of payment application providers, mobile radio and/or telecommunications providers or on the Internet, or if for other reasons payment with the Card cannot be executed via Click to Pay. The same applies to cases where a payment in a foreign location or originating from abroad is subject to local legal restrictions or violates foreign law.

4.4 No liability for software and hardware

The Issuer shall not be liable for losses, damages or damage caused by viruses to the Cardholder's data, programs, End Devices or other devices as a result of the installation, commissioning and/or use of Click to Pay. In particular, the Issuer shall not be liable for any disruptions or security, availability or performance restrictions to the End Device.

4.5 No Liability for third parties

The Issuer is not responsible for Click to Pay itself or for the services, actions and omissions of Mastercard or the mobile and/or telecommunications provider.

4.6 Upon termination of the contractual relationship

In any event, the right to use Click to Pay shall expire upon termination of the existing contractual relationship or upon the corresponding deletion of the Card for Click and Pay use by the Cardholder. Even after termination of the Agreement, the Cardholder shall be liable for any losses caused by him or her. Unlawful use of the Card may result in civil and/or criminal prosecution.

Termination as a result of the recall or return of the card shall be governed by the General Terms and Conditions governing the use of the card.

5 AMENDMENTS TO TERMS AND CONDITIONS

The Issuer reserves the right to amend these Terms and Conditions at any time. Such changes shall be notified to the Cardholder by appropriate means (e.g. letter, e-mail, SMS, an app of the Issuer, for example the Cembra App), on the Issuer's website or, where applicable, in the eService Portal) and shall be deemed to have been approved unless the Cardholder objects within 30 days or continues to use Click to Pay after notification.

6 DATA AND DATA PROTECTION

6.1 Data collection and processing

Upon registration and use of Click to Play, the Cardholder agrees that their customer and Card data, address details and contact data may be processed and disclosed to Mastercard.

The Cardholder instructs and authorises the Issuer to exchange the above-mentioned data with Mastercard and the card network company, which may be located abroad, in connection with the electronic registration and/or use of the Card for Click to Pay payments for the following purposes, to the extent necessary for:

- verification of whether electronic registration is permissible,
- verification and reconciliation of the identity of the Cardholder and the holder of the device;
- prevention of abuse and fraud;
- compliance with supervisory provisions (e.g. national/international sanctions),
- creating/updating the digital card number and matching status information (renewal, termination, blocking or unlocking, etc.) between the card and the electronic registration thereof;
- payment processing.

The Cardholder acknowledges that the exchanged data is therefore not subject to bank-client confidentiality and that Mastercard and the card network company shall not be bound by bank-client confidentiality.

6.2 Data transfer

When the Cardholder registers for and uses Click to Pay, the Cardholder's data is transmitted over an open, possibly unencrypted network, which almost everyone can access. This means that third parties, irrespective of their location, may conclude that a business relationship exists, has existed or may exist in the future between the Cardholder and the Issuer. Even if the sender and the recipient are located in the same country, data transmission via such networks often takes place via third countries, i.e. including via countries whose legislation does not guarantee adequate data protection. The data may be lost during transmission or intercepted, manipulated and misused by unauthorised third parties, or the identity of the sender may be spoofed or manipulated. Even in the event of data encryption, the names of the sender and the recipient of a message remain unencrypted and thus visible.

The Issuer assumes no liability for the security of the Cardholder's data when it is transmitted over the internet. The Bank shall not be liable for direct or indirect losses resulting from the loss or unauthorised interception of the data by third parties.

6.3 Data processing by third parties

The general terms and conditions of Mastercard or the card network company may provide that the data referred to in sec. 6.1 may be obtained, processed and disclosed by Mastercard (including any third parties) for further purposes.

The Issuer is not responsible for the procurement, processing and disclosure of data by Mastercard, the card network company or any third parties engaged by them. This is a matter governed by their general terms and conditions. The Cardholder acknowledges that Mastercard, the card network companies, POAs and third parties appointed by them or the Issuer may be located abroad and that data may be processed worldwide, including outside Europe. In particular, the Cardholder agrees that the card network companies may transfer the data collected in connection with the use of Click to Pay and referred to in sec. 6.1 to the United States of America and store and process it there.

7 FURTHER PROVISIONS

Should parts of these Terms and Conditions of Use be invalid in whole or in part, this shall not affect the validity of the remaining provisions. The Parties agree that any legally invalid provisions should be replaced by provisions coming as close as possible to the intended purpose.

The Terms and Conditions of Use for the Cembra App and the General Terms and Conditions for the Use of the Card shall otherwise additionally apply, and shall take precedence over these Terms and Conditions in the event of any discrepancies.