

Special Conditions
for Basic Accounts

09/2016

The following special terms and conditions apply to basic accounts with Bank Winter & Co. AG ("Bank Winter")¹.

1. General

Pursuant to the consumer payment account Act (*Verbraucherzahlungsgesetz, VZKG*) each consumer pursuant to § 2 Z 1 VZKG residing within the EU (lawful residence or as a "tolerated person") is entitled to a payment account with basic functions ("*Basic Account*") The following conditions apply to Basic Accounts with Bank Winter.

2. Special conditions

- 2.1. Basic Accounts can only be opened by/for a sole account holder. Z 35 (Joint Accounts) of the General Terms and Conditions of Bank Winter ("*GTC*") does not apply to Basic Accounts.
- 2.2. Z 31 GTC (power of disposition) and Z 32 GTC (authorization to sign) do not apply to Basic Accounts.
- 2.3. A Basic Account can not be overdrawn, except if the fees for the Basic Account are not covered by the account balance.
- 2.4. Basic Accounts are opened in EUR and include the following services:
 - Cash payment and withdrawal at the cashier;
 - Crediting to the Basic Account;
 - Transfer of money from the Basic Account;
 - Execution of direct debits (within EWR), including online payments; Transfer – including standing orders – at the cashier or via the online banking service;
 - Online banking.
- 2.5. The account holder can terminate the Basic Account agreement at any time by giving one month prior notice. This does not change the right to terminate a payment account, in particular the Basic Account, with immediate effect and free of charge following an amendment of the GTCs or an account agreement, offered by Bank Winter.
- 2.6. Bank Winter can only terminate the Basic Account agreement, if at least one of the following requirements is fulfilled:
 - a) the account holder has intentionally used the Basic Account for unlawful actions;
 - b) no payments were concluded within 24 months;
 - c) the account holder stated wrong information resp. data in order to open the Basic Account, whereby – with true information resp. data, the opening of the Basic Account would have been denied;
 - d) the account holder does no longer have a lawful residence within the EU;
 - e) the account holder opened another payment account within Austria, enabling the account holder to utilize services pursuant to § 25 para 1 VZKG;

¹ These special terms and conditions are a translation of the German terms and conditions into English. Even though this translation has been prepared with due diligence, deviations cannot be ruled out. In case of discrepancies between the German and English version, the German version shall prevail.

- f) charges are pressed against the account holder pursuant to a intentional criminal offence concluded against Bank Winter or its employees pursuant to § 210 Austrian criminal procedure Act (*Strafprozessordnung, StPO*);
 - g) the account holder repeatedly used the Basic Account for business purposes pursuant to § 1 para 1 Z 1 and para 2 Austrian consumer protection Act (*Konsumentenschutzgesetz, KSchG*);
 - h) the account holder rejected a change in the Basic Account Agreement that was offered by Bank Winter to every holder of a Basic Account.
- 2.7. In case of a termination pursuant to clause 2.6 lit. b), d), e), f), g) and h) Bank Winter shall inform the account holder with two months prior notice in writing and free of charge on the grounds of termination, unless such information would conflict with national security or public order. In case of termination pursuant to clause 5.1 lit. a) or c), the termination takes immediate effect.
- 2.8. Amendments of the Basic Account agreement or these special conditions that do not concern services or fees of Bank Winter, shall be offered to the account holder with two months prior notice. Consent is deemed granted, if no objection is filed with Bank Winter in the following two months. Bank Winter shall inform on the right of objection in its notice. The account holder is entitled to terminate the Basic Account free of charge until the proposed amendments are effected. Bank Winter shall inform on this accordingly in its notice. The account holder shall be notified of such offer of amendment.
- 2.9. Unless determined otherwise in these special conditions, the GTCs as well as the Basic Account agreement (each as amended from time to time) apply on the business relation with the account holder.