General Information on Payment Services 09/2019





I. General information

This customer information serves to inform clients of Bank Winter & Co. AG ("Bank Winter") on circumstances that may be relevant in connection with payment services provided by Bank Winter. However, it cannot replace contractual arrangements.¹

1. Information on Bank Winter

name Bank Winter & Co. AG address Singerstraße 10, 1010 Wien

counter business hours Monday – Friday

09:00 am until 01:00 pm

office hours Monday – Thursday

08:30 am until 16:30 pm

Friday

08:30 am until 15:00 pm

Phone +43 1 515 04 0 Fax +43 1 515 04 200

Email <u>contact@bankwinter.com</u> Homepage http://www.bankwinter.com

BIC (SWIFT) WISMATWWXXX

 bank code
 19220

 registration no.
 FN 124457a

 VAT no.
 ATU 15351303

 DVR no.
 DVR 0764205

jurisdiction commercial court Vienna

2. Banking license and competent regulatory authority

Bank Winter was granted a license for providing banking services by the relevant regulatory authority, the Austrian Financial Market Authority ("FMA"), Otto-Wagner-Platz 5, 1090 Vienna, www.fma.gv.at, Tel. +43 (1) 249 59 0, Fax +43 (1) 249 59 5499 that includes the providing of payment services.

3. Applicable law

Applicable provisions of law are in particular the Austrian Payment Services Act (Za-DiG), the Austrian Banking Act (BWG) and the Austrian Securities Supervision Act (WAG) in their current versions (available at www.ris.bka.gv.at).

4. Chamber / professional association

As an Austrian credit institution, Bank Winter is a member of the Austrian Economic Chamber, Federal Banking and Insurance Section, Wiedner Hauptstraße 63, 1040 Vienna, www.wko.at.

II. Communication and correspondence

5. Language

5.1. The conclusion of agreements and any communication related to payment services with Bank Winter is conducted in German. Upon the customer's request communication as well as the handing out of documents in English is feasible.

5.2. Apart from the possibility of personal conversations and meetings during the opening hours, customers of Bank Winter can additionally communicate with Bank Winter by

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¹ This customer information is a translation of the customer information "Allgemeine Informationen zu Zahlungsdienstleistungen" 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.



- the means listed under clause 1 (*Information on Bank Winter*), in particular by means of phone calls and emails.
- 5.3. Any and all legally relevant correspondence with customers is conducted in written form (in particular via account and deposit statements).
- 5.4. For the authorization of, as well as in connection with notifications and information on payment services, the form of communication selected by the respective customer will be utilized. In particular the following means of communication can be taken into consideration, depending on the technical possibilities of the respective customer
 - E-Banking, utilizing personal means of identification (in particular PIN and TAN);
 - Facsimile, email and telephone, utilizing an individual codeword agreed on for this purpose (if any); and
 - additional electronic data transfer, taking into consideration security measures agreed upon.

III. Account agreement and costs

6. Account agreement, general terms and conditions, conditions for Maestro cards, terms and conditions for e-banking

- 6.1. Together with this customer information the following information is handed over to each customer prior to the conclusion of an account agreement
 - "Account Agreement" (= copy of the account opening documentation);
 - general terms and conditions of Bank Winter ("GTC"); and
 - general fees and conditions of Bank Winter ("GFC" jointly with GTC "General Terms").
- 6.2. The General Terms form part of the account agreement and jointly with further agreements concluded regarding specific payment services are the legal basis for Bank Winter's provision of payment services.
- 6.3. The customer is at any time entitled to again request this customer information and the GTC, at no further charge in paper form or on another durable media.

7. Changes and amendments

- 7.1. Any changes in the Account Agreement, GTC or of individual agreements on payment services will be offered to the customer at least two months before the suggested effective date. The offer of change shall be notified to the customer. The customer's approval is considered granted if no objection from the customer is received by Bank Winter prior to the suggested effective date. Bank Winter shall point out to the customer in the offer of change that his or her silence by non-objection is considered as approval of the changes. Bank Winter will publish the changes as well as a comparison version on its website and, upon request, shall sent the complete version to the respective customer or provide for it at the cashier's desk. Bank Winter will refer thereto in the change notification.
- 7.2. Such change notification may be effected in any form agreed upon. The agreed form of service of Bank Winter's statements shall also apply to the offer of change. In business relations with an entrepreneur, it shall suffice to hold the offer of change available for retrieval in a manner agreed with the entrepreneur.
- 7.3. The account holder that is a consumer has the right to terminate the contract for payment services without any fees until the proposed changes enter into force. Bank Winter shall point out this right of termination in the notification.

8. Duration and termination

8.1. The Account Agreement and agreements on individual payment services shall be concluded for an indefinite period of time. The customer is entitled to terminate the



- Account Agreement and individual agreements on payment services at no charge with a prior notice period of one month.
- 8.2. In case of ordinary termination (termination without grave reasons), Bank Winter is entitled to terminate the Account Agreement and agreements on individual payment services with a two months prior notice period. In case of grave reasons, Bank Winter and the customer are entitled to terminate the Account Agreement and agreements on individual payment services at any time without prior notice period (extraordinary termination).

9. Fees

- 9.1. Bank Winter's fees and conditions for the account keeping and the payment services covered by the Account agreement are, if not agreed upon otherwise, disclosed in the GFC as well as fees for (i) notice on the rejection or execution of a payment order, (ii) withdrawal of a payment order and (iii) recovering of an amount due to incorrect customer identification.
- 9.2. In case the Account Agreement is terminated, no balancing fees are charged. In case the Account Agreement or individual agreements on payment services (e.g. agreements on credit cards) are terminated the charged fees shall be refunded resp. calculated pro rata.
- 9.3. The fees and conditions agreed upon shall be adjusted in accordance with the development of the consumer price index and can additionally be changed, subject to customer's approval, pursuant to Clause 7.1. In a business relation with entrepreneurs, Bank Winter, at its reasonable discretion, can change fees and conditions, taking into consideration all applicable circumstances.
- 9.4. Additional to the fees disclosed in the GFC, Bank Winter is eventually obliged to pay further costs and expenses to third parties in order to execute customer's orders. Those costs and expenses shall also be borne by the customer and will be depicted.

10. Foreign currency transactions

- 10.1. In case the execution of a payment service renders necessary to buy/sell foreign currencies, Bank Winter shall buy/sell the foreign currencies at the exchange rate for money transfers applicable at the time of execution generally charged by Bank Winter and in conformity with the market. Those rates are on display at Bank Winter's cash desk.
- 10.2. Further fees of Bank Winter in conjunction therewith are disclosed in the GFC.

11.Interest rates

Interest rates for account debit and credit balances are disclosed in the GFC. With variable interest the interest adjustment takes place pursuant to the interest rate adjustment clause agreed upon with the customer. Additional changes of interest rates, subject to customer's approval, are feasible pursuant to Clause 7. In a business relation with entrepreneurs, Bank Winter, at its reasonable discretion, can change interest, taking into consideration all applicable circumstances.

IV. Payment transaction services

12.General

Bank Winter offers the following services for payment transactions

Maintaining of Accounts for payment transactions ("Giroaccount")

including the execution of (cash) receipts and payments on/from the Giroaccount. A Giroaccount renders possible the participation in cashless payment transactions and is the basis for most financial transactions, serving payment transactions and not investment purposes. All deposits and transfers to as well as all withdrawals



and transfers from the Giroaccount are booked to the credit or debit of the account holder.

Giroaccounts are opened in the name of a customer or a company with an individual account number. When opening Giroaccounts, the customer has to identify himself/herself. Authorized persons have to provide specimen signatures. Bank Winter shall execute all written dispositions in connection with the Giroaccount based on the specimen signatures provided.

Only the account holder respectively persons authorized *ex lege* or by an explicit written power of attorney are entitled to make dispositions regarding the Giroaccount itself. Authorized persons have to disclose prove of authorization. Additionally, an account holder can authorize further persons to sign on the Giroaccount. Such persons are only authorized to make dispositions on the amount booked on the Giroaccount.

Withdrawal and deposit of available amounts from/onto the Giroaccount can be concluded during the counter business hours of Bank Winter in its premises or at an ATM-machine.

Bank Transfers (also standing orders)

A bank transfer is the cashless transfer of a certain amount from one account to another account within the same or another banking institution. The order for such a bank transfer can be placed in the form agreed with the banking institution and needs to be authorized by the customer (e.g. signatures according to the authorization to sign, proof of identification e.g. PIN and TAN) who shall provide sufficient financial means. In order for Bank Winter to execute bank transfers, the IBAN (International Bank Account Number) of the recipient, furthermore with bank transfers outside of the EEA the BIC (Bank Identifier Code) of the recipient banking institution needs to be disclosed. Bank Winter is solely obliged to execute a bank transfer, if sufficient financial means are provided on the respective account.

IBAN and BIC are the customer authentication of the recipient pursuant to which, the bank transfer is concluded. In case the customer provides further information on the recipient, this information shall merely be used for documentation and shall not be considered for the execution of the bank transfer. The application purpose stated is irrelevant for Bank Winter.

The SEPA-credit transfer (Single Euro Payments Area) is the standard European tool for national and cross-border euro transfers in the entire SEPA. All domestic or cross-border Euro-transactions in the SEPA are solely executed as a SEPA-credit transfer.

A standing order is a one-time written or electronic order of the account holder or the authorized persons to the account holding bank to execute payments of an identical amount to the same recipient at regular intervals. A standing order can be placed until further notice or for a certain period.

The following methods can be used for the processing of transfers

- (i) SEPA direct debit and
- (ii) SEPA business direct debit (B2B)

Using the SEPA direct debit system, the payer issues the recipient with a direct mandate (SEPA mandate) for making the payment. The remitting bank of the payer will not be involved in this process and will only execute the booking. The retroactive accounting period is 56 calendar days. Customers whose account has been withdrawn from and who later object to same, can cancel any booked amounts without giving reasons within this period of time.

Under the SEPA business direct debit (B2B) system, the payer, who is not a consumer, grants the remitting bank the authorization to process transfers to



recipients with whom they have signed SEPA B2B mandates. Here there is no possibility of retrocession by the paying entity.

13. Access to Payment System for Third Party Provider

Bank Winter offers other payment service providers (authorized banks or registered third party providers) direct access to payment accounts (provided accessible online) by means of a secure communication interface (Application Programming Interface)².

Third Party Providers are registered payment service providers, initiating payments (payment initiation service providers) or provide with account information (account information service providers), each on request of the customer.

The provision of payment services requires the registration by a national supervisory authority within the EU (for Austria: Finanzmarktaufsicht) in accordance with the specifications of the relevant EBA-GL 2017/09. Communicating with Bank Winter third party providers are obliged to identify themselves with their registration number at any time.

Access to a payment account requires the explicit approval of the customer (granted via the e-banking application).

V. Special payment instruments

14. Maestro-card/Credit-card

- 14.1. The Maestro-card enables the customer, depending on the individually agreed limit and respective account coverage, to conduct
 - withdrawals from Austrian and foreign ATM-machines with corresponding symbols;
 - payments at Austrian and foreign payment terminals (POS, MAESTRO); and
 - contactless payments with the PayPass/V-Pay/NFC-function.
- 14.2. Payment transactions conducted via Maestro-Card are debited separately with each payment.
- 14.3. The credit card enables the customer to conduct
 - cash free payment of goods and services with contract parties of the credit card company;
 - withdrawals from ATM machines that are labeled with the credit card companies logo; and
 - to withdraw cash at authorized cash dispensing facilities.
- 14.4. Payment transactions via credit cards are settled by means of a monthly collective invoice and are debited to the account issued for.
- 14.5. Detailed information can be found in the "customer information on Maestro-cards"

15. Electronic Banking

E-banking enables the customer to issue (legally binding) declarations of intent, place orders, make queries and check account balances.

To access an account through e-banking, the customer must validate their identity by entering their personal identification details as well as confirming their authorisation by using the chosen method (strong customer authentication).

Further information is disclosed in the "Conditions for E-Banking".

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² Accessible via Homepage Bank Winter \ TPP



VI. Diligence obligations of the customer

- 15.1. Following the receipt of and when utilizing a payment instrument, the customer is obliged, without undue delay, to comply with the terms and conditions of its issuance and utilization and to take all reasonable precautions to protect individualized security characteristics (in particular PIN and TAN) as well as the payment instrument itself from unauthorized access by third parties. The customer is obliged, also in his/her own interest, to diligently store the payment instrument. It is prohibited to pass on the payment instrument to any unauthorized third party.
- 15.2. Individualized security characteristics are to be kept secret, it is prohibited to write them down on the payment instrument itself. They are not to be passed on to unauthorized third persons. While utilizing the individualized security characteristics diligent care has to be taken in order for third persons not obtaining such information.
- 15.3. In case of suspected or actual fraud and security risks Bank Winter shall contact the customer in a secure and agreed upon form (e.g. per telephone, encrypted email, in person) with such information.
- 15.4. Account service information providers and payment initiation service providers are not regarded as unauthorized third persons.

VII. Blocking of payment instruments

15.5. In general:

- Once the reasons for blocking do no longer apply Bank Winter will suspend them or replace the payment instrument based upon a written customer order (new order). Bank Winter charges no further fee for the renewed exhibition.
- With payment instruments providing for the utilization of PIN and/or TAN, the 4 times consecutive utilization of false PINs or TANs can lead to automatic blocking of the respective payment instruments.
- The deactivation has no effect on payments of minor amounts without the need for entering the PIN. Even after the deactivation such payments of small amounts can be effected up to an amount of EUR 75,--.

16.Blocking by Bank Winter

- 16.1. Bank Winter can block a payment instrument in case of
 - objective reasons in conjunction with the security of the payment instrument or the systems utilized with the payment instrument;
 - suspicion of a non-authorized or fraudulent utilization of the payment instrument;
 - in case of a payment instrument linked to a credit line, if an increased risk of the customer not being able to meet its payment obligation exists.
 - Legal obligations or blockings due to orders by court, prosecutors or public authorities remain unaffected.
- 16.2. Bank Winter shall inform the customer, if feasible before such blockage, at the latest immediately afterwards. This information can be refrained from in case it would contradict objective safety considerations or an order of a court/public authority or national or European law.

17.Blocking by the customer

- 17.1. Bank Winter shall immediately be informed on the loss, theft, misuse or other non-authorized utilization of a payment instrument. Bank Winter shall be notified
 - during the opening hours of Bank Winter personally, in writing or by phone (+43 1 515040; after notification to Bank Winter, the employee acquiring



knowledge immediately blocks the respective card by informing the card issuer by fax; or

- regarding a Maestro-Card via the PayLife Bank GmbH Service hotline (0800 204 8800 resp. from foreign countries +43 1 204 8800);
- in case of a Paylife-credit card via the credit card's hotline (+43 599 06-4500).
- 17.2. When blocking a payment instrument the account number respectively number of the payment instrument has to be stated. In case the customer cannot state this information, all payment instruments issued for the respective account number are blocked.
- 17.3. On request, Bank Winter shall provide the customer with the means to prove, for 18 months after notification, that the customer made such a notification.

For this reason, every incoming notification and the measures taken are retained. This includes in particular notice of loss, fax to the card issuer and confirmation of the blocking.

VIII. Authorization and execution of payment orders

18. Authorization, revocation and rejection

- 18.1. When placing orders, the data and information necessary for its execution are to be stated. Generally, this means the customer's identification via IBAN (International Bank Account Number) and BIC (Bank Identifier Code) for identification of the recipient. This information is a prerequisite for an automatic processing of orders.
- 18.2. A payment order is authorized for Bank Winter if the customer has consented prior to the relevant payment procedure in the form agreed with him/her for this purpose, using one of the agreed payment instruments. This applies to several payment instructions as well. This consent may be replaced by a court order or an order of a public authority. In case of explicit agreement, the consent can be granted following the execution. Furthermore the consent can be given via the recipient or a payment initiation service provider.
- 18.3. The consent can be withdrawn until either
 - the payment order has been received by the payment service provider of the payer; or
 - in case an agreement was concluded for the execution of the order on a specified date, until the end of the business day preceding this day.
- 18.4. The consent can also be withdrawn for several payment orders at once.
- 18.5. If the payment transaction is triggered by or via the recipient, the payer cannot revoke it following the transmission of consent to the recipient. Neither feasible is a revocation in case of the payment transaction being triggered by a payment initiation service provider following the consent of the payer.
- 18.6. The customer's consent to SEPA direct debit orders may only be revoked until the end of the business day preceding the agreed execution date.
- 18.7. Bank Winter is only entitled to reject the execution of an authorized payment order in case
 - the order does not comply with all prerequisites stated in the Account Agreement, the GTC and the terms and conditions for Maestro cards (in particular if necessary information is missing or financial coverage in the form of a credit balance or a credit limit is not (sufficiently) available); or
 - the execution would violate applicable laws and regulations or a court order respectively order by a public authority; or



- reasonable grounds for suspicion that the execution would constitute an act liable for prosecution exist.
- 18.8. Bank Winter shall inform the Client on the rejection of the execution of an order in the form agreed upon.

19.Execution

- 19.1. Bank Winter assures that the amount of a payment transaction is credited to the account of the payment service provider of the recipient one business day after receipt of the payment order the latest. In case the order is placed in paper form, the above mentioned period may be extended by one further business day.
- 19.2. Bank Winter is obliged to ensure that payment orders in favour of recipients' accounts with payment service providers outside the EU, or payment orders in currencies other than the EURO or in a currency of an EEA member state, are processed as soon as possible.
- 19.3. Generally, if no currency conversion takes place, the value date of a debit entry is conducted on the day the actual transaction takes place. The value date of a credit entry shall be made at the booking date the latest.
- 19.4. All above stated prerequisites must be fulfilled (in particular the stating of all customer identification data and sufficient financial coverage on the respective account) to allow for Bank Winter to comply with the stated execution periods.

20. Time of receipt of payment orders

- 20.1. The point in time a payment order, meeting all prerequisites, is received by Bank Winter, is deemed the time of receipt. The execution period of a payment order starts with the time of receipt. The latest time of receipt on Bank Winter's business days is Monday to Thursday 3:00 pm and Friday 2:00 pm.
- 20.2. Business days of Bank Winter for payment transactions are Monday to Friday, with the exception of all holidays disclosed in Bank Winter's premises (*Information on Bank Holidays*).
- 20.3. The following business day is deemed the time of receipt in case
 - an order is not received during a business day;
 - an order in paper form is received after the business hours;
 - an order placed electronically or per telephone is received after the business hours listed in Clause 20.1.
- 20.4. The payer's account shall not be debited prior to the date of receipt. If an agreement has been concluded for a future execution date, this date is considered to be the time of receipt. In case this date is not a business day, the payment order will be regarded as received on the next following business day.
- 20.5. If a foreign currency has to be purchased/sold before executing an order (currency transaction), the termination of the currency transaction is considered to be the time of receipt for the purposes of execution of the payment order.

21.Information on individual payment transactions

- 21.1. Bank Winter shall provide the respective customer, without undue delay following the execution of a payment transaction, with the following information, according to the concluded agreement (i) per mail, (ii) in safekeeping at Bank Winter's office or (iii) per E-Banking
 - a reference enabling the identification of the payment transaction, and, where applicable, information on the party liable to pay/recipient and further information obtained in the course of the transaction;



- amount in the currency the customer's account is debited or credited with or the currency utilized in the payment order;
- if applicable, the exchange rate the payment transaction is based on;
- if applicable, the fees and interest and their breakdown; and
- the value date of the debit/credit or the date of receipt of the payment order.
- 21.2. The customer is provided with this information regardless of its position as recipient or party liable to pay.

IX. Liability and reimbursement

22.Liability of Bank Winter

- 22.1. In conjunction with payment orders executed in favor of a recipient's account maintained within the EEA, Bank Winter is liable for the proper and timely execution of such until the respective payment is received by the recipient's payment service provider.
- 22.2. In conjunction with payment orders executed in favor of a recipient's account outside the EEA Bank Winter is obliged to execute the payment order without undue delay and if not ordered otherwise by the customer to involve further suitable payment service providers.
- 22.3. The recipient's payment service provider is liable for the further proper execution of the payment order, once the amount is received.
- 22.4. If a payment transaction is triggered by the recipient or through him, his payment service provider is liable to him for
 - the proper transfer of the payment order to the payment service provider of the payer; and
 - for the processing of the payment order pursuant to his validation and availability obligations.
- 22.5. Bank Winter is not liable for the non-performance or incorrect execution of a payment order due to incorrect customer authentication.
- 22.6. 21.6. Bank Winter is not liable for unusual and unforeseeable events over which it has no influence and whose consequences could not have been avoided despite the application of due diligence or if it is bound by contrary EU, national, judicial or administrative orders
- 22.7. Without taking on any liability therefore, Bank Winter as payment service provider of the payer and upon request and without further costs will attempt to trace back a payment order not or incorrectly performed and will inform the customer accordingly.
- 22.8. Bank Winter is liable to its customers for all fees and interest charged as a consequence of the non- or incorrect performance of payment orders that are within Bank Winter's responsibility.
- 22.9. The entitlement for refund can be excluded upon agreement thereof in the framework agreement if a direct consent to the payment order was given and the customer was informed of the pending payment transaction within 4 weeks prior to the due date.

23. Unauthorized payment transactions

23.1. In case a payment order is executed to the debit of a customer account without the customer's authorization or incorrectly (exception: in case of an incorrect customer authentication), Bank Winter shall immediately following the knowledge of such, at the end of the following business day the latest, restore the customer's debited account to the status without the unauthorized payment transaction, meaning: validation of the amount on the respective account at the latest at the date of the debiting (except in cases of fraud). If the payment transaction is triggered by a payment initiation service provider, Bank Winter shall primarily be liable.

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- 23.2. In order for Bank Winter to restore the customer account the customer shall inform Bank Winter immediately after gaining knowledge of such non-authorized or incorrect payment transaction (obligation to complain). This right to restoring ends thirteen months after the respective entry was executed. In case of the involvement of a payment initiation service provider Bank Winter is also to be informed.
- 23.3. If not authorized payment transactions are attributable to the misuse of a payment instrument, the customer is obliged to reimburse Bank Winter for its losses incurred in case the customer (i) has fraudulently rendered the losses feasible or (ii) has rendered the losses feasible through intentional or negligent violation of its obligations to safe keep payment instruments or other obligations for the issuance or utilization of payment instruments.
- 23.4. If the customer violates these obligations only with slight negligence (thus if his/her failure to act with due diligence corresponds to what occasionally is/can be expected from persons who take average precautions) the liability is limited to EUR 50,--. With the exception of cases of fraud, the customer is not liable for payment transactions initiated with a payment instrument following the customer's instruction to block the respective payment instrument.

24. Refund of an authorized payment transaction triggered by the recipient

The customer shall be entitled to receive a refund from Bank Winter within 8 weeks of the date of the claim for refund of the full amount of an authorized payment transaction initiated and already executed by a payee established in the EU and already executed, if:

- the precise amount was not stated; and
- the amount exceeds any such amount the payer could have reasonably expected.

For SEPA Direct Debit there is an unconditional right to a refund. Within 8 weeks customers whose payment account has been debited can request a retrograde calculation without giving any reason therefore.

Bank Winter shall refund the full amount within 10 business days after receipt of a refund request or inform the payer of the reasons for non-refund.

In any case, the notification of non-refund also contains the reference to a possible appeal to the FMA in accordance with Art. § 13 AVG, the possibility of asserting the rights before the ordinary courts, stating the court and before the arbitration board, stating their seat and address. A standardized letter is used for this negative answer to the refund request.

Insofar as Bank Winter refunds the relevant amount, it will be valued at the latest on the date of the account debit on the payer's payment account.

25.Complaint management

Bank Winter strives to provide excellent services to its customers as to their requests, wishes and needs with regard to the banking business. Should a client nonetheless see a reason for a complaint, Bank Winter will look into this matter without undue delay. Information on the complaint handling can be found on Bank Winter's website. For this purpose please contact our Compliance-Officer, reachable under compliance@bankwinter.com

- 25.1. The customer can also take his/her complaint to the Joint Conciliation Board of the Austrian Banking Industry ("Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft"), Wiedner Hauptstrasse 63, 1045 Vienna (www.bankenschlichtung.at) or to the Austrian Financial Market Authority ("Finanzmarktaufsicht), Otto-Wagner-Platz 5, 1090 Vienna.
- 25.2. Any disputes arising in connection with the maintenance of an account or payment transaction services shall be settled by ordinary courts applying Austrian law, with the exception of its law of conflict rules. The place of jurisdiction is the commercial court Vienna (Handelsgericht Wien).