

Special Terms and Conditions for e-Banking¹

01/2024

Bank Winter 
SEIT 1892

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.

I E-Banking with Bank Winter & Co. AG ("*Bank Winter*") – general provisions

1. Basic elements

- 1.1. These terms and conditions for e-banking ("E-Banking Terms") apply to the legal relations between (i) the (joint) owner(s) of an account with an activated e-banking function and further authorised persons and (ii) Bank Winter. The account holder as well as any authorized persons are required to comply with the following obligations.
- 1.2. E-banking enables the customer to issue legally binding instructions, place orders, make queries and check account balances.
- 1.3. Every customer that is an account holder or a joint account holder (hereafter "*Account Holder*") is entitled to apply for activation of the e-banking feature for themselves as well as to authorize further persons (hereafter the "*user*"). Collectively authorized joint account must jointly sign such an authorization.
- 1.4. The Account Holder shall determine the authorization scope for all further users. For third persons who shall only receive viewing rights, the feature for checking the account balance and accessing account statements without any disposition power can be applied for.
- 1.5. The authorization to sign payment orders can only be issued to Account Holders or persons authorized to sign. Users that are not authorized to sign will only receive viewing rights. Provisions regarding sole and collective signatory powers are also binding for the use of e-banking.
- 1.6. The acceptance of orders and instructions shall not be deemed as a transaction confirmation.
- 1.7. Transactions executed via e-banking will be credited/debited to the linked account and will be confirmed to the user in the form agreed upon. Users are obliged to inform Bank Winter of any change in their addresses without undue delay. Should Bank Winter not be informed of such change, written declarations shall be deemed as received if sent to the address last made known to Bank Winter.
- 1.8. The prerequisites for use of the e-banking function are an existing banking relationship and a valid e-banking agreement with Bank Winter. The e-banking agreement can be concluded in conjunction with the account opening agreement or via a separate agreement. These E-Banking terms stipulate the legitimization of the customer and the authorization of functions and connected areas, such as duties of care of the customer. The banking relationship itself is regulated by the respective agreement (e.g. account agreement) and the applicable general terms and conditions.

2. Access authorization and orders

- 2.1. Only customers who have authorized the entry of their personal identification features (user name, password) using the procedures provided by Bank Winter (Winter ID app or mobile TAN) will be granted access to an account within the scope of e-Banking.
- 2.2. Access on mobile devices is also possible by means of simplified authentication (device binding in combination with user-specific four-digit Quick ID = personal identification number).
- 2.3. For dispositions and legally binding declarations of intent, the user must legitimize himself by entering his personal identification features and additionally identify himself as authorized in accordance with the selected authorization procedure (e.g. Winter ID app). The authorization to view or make withdrawals is checked by the bank on the basis of the personal identification features and a one-time password.
- 2.4. Bank Winter is entitled to change the access authorization and/or authorization

procedure after prior notification of the user or authorized person.

- 2.5. The delivery of personal identification features takes place either by delivery at the counter or by mail.

3. Access and orders via Winter ID app

- 3.1. The transaction numbers required for access and authorization of orders are transmitted to an app provided by Bank Winter (Winter ID app). Each end device on which the Winter ID app is installed must be assigned to the user after installation of the application (establishment of device binding). Authentication takes place by means of device binding and Quick ID. The user can change the device binding and his personal Quick ID directly in e-Banking.
- 3.2. For control purposes, details of the orders to be executed, in particular the recipient IBAN and amount, are also provided in the course of authorization.
- 3.3. The user is obliged to check that these correspond to the orders entered in e-Banking. Approval may only be granted if they match.

4. Access and orders via mobileTAN procedure

- 4.1. With the mobileTAN procedure, the user must provide a mobile phone number. The transaction numbers required for the authorization of orders are sent to the user by SMS to the mobile phone number provided to the Bank.
- 4.2. For control purposes, the TAN SMS will also contain details of the orders to be executed, in particular the recipient's IBAN and the amount. The user is obliged to check that these correspond to the orders entered in e-Banking. The mobileTAN may only be entered if they match. A mobileTAN is only valid for the execution of the order for which it was requested and loses its validity once it has been entered. The user can change the mobile phone number directly in e-Banking. The mobile phone number can also be changed by the user in person at the Bank.
- 4.3. It is the user's responsibility to ensure that all contractual bases with a mobile phone provider and all technical requirements for receiving text messages are met on their mobile phone. The user must also ensure that SMS reception is only possible if there is sufficient network coverage at the place of residence.

5. Duty of care – Security recommendations

- 5.1. Each user is obliged to comply with these duties of care. Any breach of these obligations can lead to compensation claims from Bank Winter against the user or the loss of or a reduction of the user's compensation claims.
- 5.2. Personal identification details may not be disclosed to third parties, except to account information or payment initiation service providers.
- 5.3. Each user is required to take adequate measures to prevent illegitimate access. Personal identification details may only be stored in a fully secured place. In case of loss or access by an unauthorised third party, the user is responsible for changing the password. If the user is unable to change the password, they must notify the bank immediately.
- 5.4. The user is responsible for ensuring that all contractual agreements with their mobile communications provider and all technical requirements for the receipt of SMS containing TANs are met, e.g. the mobile phone can technically receive SMS containing TANs or the user is located in an area where they can receive SMS. The user shall take into account that the receipt of a SMS is only possible in areas with sufficient mobile network coverage.
- 5.5. Bank Winter recommends users to regularly change the password, at least every 2 months.
- 5.6. It is recommended to follow the instructions and manuals regarding use and

security of the respective application used. Additionally it is recommended that the user take all possible technical measures to protect their computer, in particular to use a firewall and/or a current virus scanner, to regularly update it and to carry out security updates of their software.

6. Deactivation/Blocking

- 6.1. In case of the loss of identification details, loss or theft of the linked mobile phone or if further circumstances arise that enable unauthorized third persons' misuse, the user shall instruct the deactivation without undue delay.
- 6.2. A person authorized to sign or with viewing rights can request the deactivation of their access. The Account Holder can request the deactivation of the access of all users to their account.
- 6.3. The deactivation can be requested during the business hours of Bank Winter in person, in written or via telephone (following the legitimization by name, user number and IBAN/account number) and shall be in force immediately upon receipt of such a request.
- 6.4. After 3 incorrect entries of a personal code during the log in process, access to the e-banking will be temporarily blocked. Any further incorrect entries will prolong the blocking as follows:
 - after the 3rd attempt, 30 second delay
 - after the 5th attempt, 2 minute delay
 - after the 7th attempt, 10 minute delay
 - after the 10th attempt, 1 hour delay

Following the correct entry of the personal codes, access is re-established.

- 6.5. Bank Winter is entitled to deactivate the access of a user, without involvement of the Account Holder or the respective user, if
 - i. objective reasons in connection with security justify such a measure
 - ii. the suspicion of an unauthorized or fraudulent use arises
 - iii. the Account Holder does not fulfil their payment obligations in connection with a credit line linked to the e-banking (loan, excess, overdraft), if the fulfilment is either at risk due to a decrease or threat of the financial situation of the Account Holder or a severally liable person or if the Account Holder is insolvent or at immediate risk of insolvency
- 6.6. If feasible, Bank Winter shall inform the user prior to the deactivation, otherwise without undue delay following the deactivation by agreed upon means (e.g. paper form). Bank Winter can refrain from this information in case such information could run contrary to objective security considerations or could violate a court order or order by a public authority.
- 6.7. Once the deactivation has taken effect, the Account Holder is not liable for further misuse, unless the Account Holder has fraudulently rendered the wrongful utilization possible.
- 6.8. The deactivation can solely be lifted by the Account Holder by way of a written request, in person at Bank Winter or via telephone with the respective customer advisor of Bank Winter following a valid authorisation.
- 6.9. Bank Winter is entitled to refuse access to an account to a payment initiation service provider or an account information service provider in case of reasonable suspicion of unauthorized access or a fraudulent motive of a payment transaction. Bank Winter shall inform the user of such a refusal if this information does not contradict national or European law or objective safety reasons prior to the refusal if possible

or in any case without undue delay following the refusal.

7. Limits

- 7.1. Bank Winter is entitled to decrease or incorporate a limit without involvement of the Account Holder if
 - objective reasons in connection with the security of the identification information or the systems utilized justify such measures
 - a suspicion of unauthorized or fraudulent utilization of the identification information exists
- 7.2. Bank Winter shall inform the Account Holder of such measures and the reasons for it prior to their implementation if possible, otherwise without undue delay following to their implementation by the agreed upon means (e.g. paper form).
- 7.3. The incorporation or decrease of a limit by Bank Winter without the requirements of clause 7.1 is only possible with consent of the Account Holder considering the information obligations and objection rights pursuant to clause 10.

8. Valid disposals

Valid disposals of the respective user are deemed issued upon entering of the valid TAN (where required) and its technical clearance. . With its correct utilization a TAN is rendered invalid. Bank Winter is not obliged to request any further confirmation.

9. Date of receipt/ execution of payment orders

- 9.1. For the submission of orders, cut-off times on business days are as follows: Monday to Thursday 9.00 a.m. - 3.00 p.m. (CET) and Friday 9.00 a.m. - 2.00 p.m. (CET). Business days of Bank Winter for payment transactions are Monday-Friday, except any bank holidays listed in the customer information on bank holidays.
- 9.2. The point in time a payment order is received by Bank Winter via e-banking is deemed the date of receipt. In case the payment order is received outside of the opening times or not on a business day of Bank Winter, the payment order will be treated as if received on the following business day.
- 9.3. In case no future execution date is requested by the user, the execution will be concluded on the same day if all data necessary for the processing of the payment service is received by Bank Winter before the closing time pursuant to para 7.1. Otherwise the execution will be conducted at the latest on the following business day . The prerequisite for the execution is a sufficient account balance.
- 9.4. Transfer orders received by Bank Winter and transfer orders triggered by an authorised payment initiation service provider, cannot be revoked by the user.

10. Liability

- 10.1. The Account Holder (or joint Account Holders collectively) is liable for intentional or gross negligent damages resulting from breaches of the duty of care provisions of these E-Banking Terms. If the user passes on their identification information to unauthorized third persons or an unauthorized third person gains knowledge of these due to a breach of the user's duty of care obligations, the Account Holder is liable for any damages and consequences resulting from such misuse until a deactivation (clause 6) comes into effect. As soon as a deactivation comes into effect, the Account Holder is no longer liable. The user is liable for damages resulting from breaches of the duty of care obligations of these terms and conditions caused by other users.
- 10.2. In case of a breach of the duty of care obligations of these E-Banking Terms due to slight negligence (breach that cannot be ruled out with an average level of care), the Account Holder's liability is limited to EUR 50.00.

- 10.3. For corporate customers, Bank Winter's liability for negligently caused damages is excluded in general.
- 10.4. Bank Winter is not liable for any damages caused by the hardware or software of the customer or the loss of connection to the data centre of Bank Winter or any temporary malfunction of the e-banking platform. Should a corporate customer fail to fulfil the security measures detailed in point 3, they will be fully liable to Bank Winter for any resulting damages.

11. Duration/Termination

- 11.1. The e-banking agreement is concluded for an indefinite period of time and ends automatically upon the termination of the account relationship of the Account Holder.
- 11.2. Each user is entitled to terminate the e-banking agreement at any time, without stating a reason and without any notice period. Following the receipt of a termination request, Bank Winter shall deactivate the access to e-banking for the respective user.
- 11.3. Bank Winter is entitled to terminate the e-banking access of any user with 2 month's prior notice without giving any reasons or immediately for grave reasons. Transactions already in progress remain unaffected. Existing obligations of the users are not affected by the termination and shall be fulfilled. Passing on identification details to unauthorized third persons is deemed a grave reason.
- 11.4. Payment orders already in process shall remain unaffected by a termination. Obligations of the user are to be fulfilled and are not affected by the termination.
- 11.5. Ongoing, periodical fees for the utilization of the e-banking platform will be returned to the user pro rata (if any).

12. Changes of the e-banking agreement and the e-banking terms

- 12.1. The user will be notified at least two months prior to changes in the e-banking agreement and the e-banking terms coming into effect. This does not include amendments of Bank Winter's fees. The user's approval is considered granted if no objection is received by Bank Winter prior to the effective date. Bank Winter shall inform the customer of this in the notification of change. Consumers have the right to terminate their framework agreement for payment services (Giro account agreement) or the e-banking agreement only free of charge, and without giving notice, before the change becomes effective. Bank Winter shall also inform the customer on this right in its modification request.
- 12.2. The notification of change shall be provided to the user in the manner agreed between the parties. The means of delivery of account statements shall also apply to this notification.
- 12.3. Bank Winter will publish the comparison version as well as the current version of the E-Banking Terms on its website and, upon request, shall provide the user with the current version. This information will be included in the notification.
- 12.4. Changes of services rendered by Bank Winter through a change of the E-Banking Terms pursuant to point 10.1 is restricted to objectively justified cases. An objective justification exists in particular if the change is necessary due to legal or regulatory measures or due to development in case law, if it promotes the security of banking operations or the execution of the business relation or is required to implement technical developments. The introduction or amendment of fees previously agreed upon through a change of the E-Banking Terms is excluded.

13. Miscellaneous

The premises of Bank Winter is the place of performance for all parties. Austrian law shall apply.

II Special conditions for online trading

14. General information

The online trading platform is an ancillary service of the bank. There is no legal entitlement to place security orders via the online trading platform. The bank can therefore accept no liability for the unavailability of the online trading platform or any resulting damages.

15. Placing of orders

When placing orders via the online trading platform, there is no investment advice provided to the customer and in particular, no verification of the suitability of the chosen product. The customer therefore bears all risks associated with the specific order and any resulting damages.

- 15.1. The customer can place purchase, sale or cancel orders only for securities authorised by Bank Winter in the online trading platform. Bank Winter expressly reserves the right to amend the securities permitted in the online trading platform. Furthermore, Bank Winter expressly reserves the right to amend the securities which the customer is eligible to trade according to the information provided in their Investor Profile.
- 15.2. All possible options for the specific order will be given by the system. Bank Winter is entitled to refuse orders without providing a reason, particularly in the case of incomplete or incorrect orders or orders which contradict the proposed input options.
- 15.3. The securities and stock exchanges for which orders can be placed is shown in the online trading platform. The bank reserves the right to amend the stock exchanges at any time and also to refuse orders relating to the listed securities or stock exchanges. Such a rejection will occur if the orders are placed in a technically problematic form that does not comply with the applicable conditions. Securities in an account can only be sold on the stock exchanges suggested in the online trading platform.
- 15.4. Due to possible processing delays, the bank does not guarantee that the orders placed by the customer can be carried out at the rates that are contained in the securities banking information. All prices are shown with a time delay of at least 15 minutes. Orders without a price limit are considered "best market orders", which means that they can be executed at any price. As a result, the required capital investment or sales proceeds remain uncertain.
- 15.5. Orders that have not been received prior to cut-off will be reserved for the next business day, provided that the order is valid. Customer advisors are available for personal inquiries Monday to Thursday from 9:00 a.m. to 3:00 p.m. and Friday from 9:00 a.m. to 2:00 p.m. See our homepage for a list of bank holidays.
- 15.6. Cancellations are only possible if full or partial executions have not taken place in the meantime. If cancellations are accepted by the system, their effectiveness cannot be guaranteed in all cases as execution may have already taken place but not yet been displayed in the system.
- 15.7. A prerequisite for execution of orders is adequate cover on the securities or clearing account. Sell orders can only be accepted when the position is already held on the account. The orders carried out are debited or credited to the account linked to the security or the associated currency account. Orders are only marked as expired up to 2 bank working days after the end of validity and any corresponding pre-bookings are canceled.
- 15.8. The date and time on the Bank's systems are decisive for the receipt of all orders. The online account view and order confirmations only serve as preliminary

information and are therefore neither valid as a confirmation of execution nor as a settlement nor do they replace them. Confirmation of the correctness of the orders is deemed to have been given if the account holder does not object to the account statements or other documents made available to them within two months.

16. Liability

16.1. Despite careful processing, no liability can be accepted for the accuracy or completeness of the information provided via e-banking or for the bank's services. Information such as core data, key figures, market prices, estimations and other research materials that can be accessed via securities banking serve the sole purpose of making it easier for customers to make their own investment decisions. The customer must inform themselves independently about the respective securities, their tax treatment and the respective market situation.

16.2. None of the information provided in e-banking is to be understood as a recommendation or advice from the bank to undertake or refrain from certain security transactions. There is no investment advice provided in e-banking and no review of the suitability of the selected products. Should the customer wish to receive such investment advice or additional product information, this can be done in person, by phone or by e-mail but not via e-banking.

17. Data transfer

The customer expressly agrees that, upon request, his identification data, address and profession can be transmitted to the securities regulator of the respective stock exchange to ensure compliance with local laws.