
General Provisions for Payment Services

Valid from 01.02.2015

1. Joint Provisions

These General Provisions for Payment Services apply to the execution of transactions by Raiffeisen Privatbank Liechtenstein AG (hereinafter referred to as "Bank") via an account used for payments. The provisions in subsections 1.1–1.13 apply generally to the rendering of payment services. Chapter 2 applies to the rendering of domestic and cross-border payment services, that is payment transactions by or in countries of the European Economic Area (EEA) in euro or a currency of an EEA member country which is not part of the eurozone. Chapter 2 does not apply to payment transactions by or from Switzerland or other third countries. For consumers the provisions constitute a master contract within the meaning of the Liechtenstein Payment Services Act (Gesetz über die Zahlungsdienste). The following subsections apply only to consumers within the meaning of the Payment Services Act: 1.9, 2.6 paragraph 2, 2.7.4, 2.7.6, 2.7.7, 2.7.8, 2.7.10 and 2.9. These General Provisions for Payment Services supplement the Bank's General Terms and Conditions (GTCs) and form an integral part thereof. In the event of any discrepancies between the General Provisions for Payment Services and the Bank's GTCs, the former take precedence.

1.1 Details on the Bank and the Supervisory

Authorities

Raiffeisen Privatbank Liechtenstein AG is domiciled at the following address: Austrasse 51, 9490 Vaduz, Liechtenstein.

It is entered in the Public Register of the Principality of Liechtenstein as a bank with the legal form of an Aktiengesellschaft. It is licensed to operate as a bank by Liechtenstein's Financial Market Authority (Finanzmarktaufsicht (FMA)), Landstrasse 109, Postfach 279, 9490 Vaduz, Liechtenstein, and is subject to that body's supervision.

1.2 Definition of Terms

Charges

Depending on the context, these can be expenses, fees, commissions, etc., charged by the payment service provider.

Client Identifier

A combination of letters, digits and symbols which the payment service user is notified of by the payment service pro-

vider and which the payment service user must enter in order to securely identify the other payment service user and/or their payment account (e.g. IBAN).

Consumer

A natural person who is acting for purposes which cannot be attributed to his commercial or professional activity in the case of the payment services agreements covered by the Payment Services Act.

Framework agreement

A payment services agreement that regulates the future execution of individual and consecutive payment transactions.

Payer

A natural or juristic person who is the holder of a payment account and who has authorised a payment instruction order from this payment account or, if no payment account is available, a natural or juristic person who issues an instruction for a payment transaction.

Payee

A natural or juristic person who receives the sum of money transferred during the payment transaction.

Payment Services

Services for executing i.a. debit entries, transfers and payment transactions using a payment card and services which permit the paying in and paying out of funds.

Payment Service User

A natural or juristic person who makes use of a payment service as either the payer or the payee or in both capacities.

Payment Service Provider

The bank of the payer or the payee.

Payment Instrument

Any personalised instrument and/or any personalised procedure that has been arranged between the payment service user and the payment service provider and which can be used by the payment service user to issue a payment instruction.

Payment Account

An account used for the execution of payment transactions.

1.3 Key Features of the Payment Services

For a description of the key feature of the payment services please see the corresponding brochure which can be accessed from the download center on our home page.

1.4 General Execution and Refusal of Instructions

1.4.1 Execution of Instructions

Instructions are processed by the Bank with all due care. If the Bank needs further details or instructions in order to execute a client instruction but cannot obtain these from the client in time, whether because the payment service user does not wish to make contact through the Bank or because the client cannot be reached, if in doubt the Bank reserves the right not to execute the instruction in order to protect the payment service user. Where instructions are linked to a specific execution time, the payment service user must place those instructions in timely fashion.

1.4.2 Information Needed for Due and Proper Execution

In order to correctly execute a payment instruction the Bank needs the following details from the client:

- 1) Surname and first name or company name plus home/domicile address of the payee (company) or of the payer in the case of direct debit instructions
- 2) Client identifier
(IBAN = International Bank Account Number)
- 3) Details of the payee's (company) payment service provider or of the payer in the case of direct debit instructions (BIC = Bank Identifier Code)
- 4) Date of execution
- 5) Individual or regular payment
- 6) Currency and amount
- 7) Date and signature in the case of written payment instructions. For electronic payment instructions (e.g. via e-banking), the applicable special provisions for electronic services apply.

1.4.3 Refusal or Later Execution of Instructions

The Bank is not obliged to execute instructions for which there is no cover or credit limit. If the payment service user issues several instructions, the total sum of which exceeds his available balance or the credit granted to him, the Bank may decide at its own discretion, taking the date of the instructions and the time of receipt into account, which instructions to execute and whether to do so wholly or partially. The Bank reserves the right to execute a payment instruction later or to refuse it if the required information is not available in the cor-

rect form or if there are other legal or regulatory reasons not to execute. The Bank will inform the client of the reasons for refusal unless doing so would be contrary to other legal provisions and/or court or official orders. This notification does not have to take any particular form. The Bank is entitled but not obliged to execute a payment instruction despite defective or missing information provided the information can be supplemented or corrected by the Bank beyond reasonable doubt. The Bank cannot be held liable for delays in the execution of instructions in connection with the fulfilment of legal obligations (in particular in relation to the Due Diligence Act). If in receipt of unusual sums the Bank is entitled, after investigating the precise circumstances, at its due discretion, whether to credit the sum to the client account or to retransfer it. In other respects the Bank reserves the right even to retransfer to the instructing bank assets which have already been credited if it is not provided within a reasonable period with sufficient information on the background and origin of the assets. The Bank is not obliged to execute instructions placed by electronic means unless a corresponding special agreement has been reached. The Bank can charge the client for providing information concerning refused payment instructions provided as long as refusal is justified on material grounds.

1.5 Collective Instructions

In the case of collective instructions all the requirements for execution must be met for each individual payment instruction. Otherwise the whole collective instruction may be refused by the Bank without processing it.

1.6 Issuing Instructions, Acceptance Cut-Off Time and Cancellation

A payment transaction is not deemed authorised until the payer has agreed to it. As a rule the payer issues payment instructions in writing. An instruction accompanied by a legally valid signature is deemed authorised. Special provisions apply to the use of electronic and other communication media. In this connection these are deemed authorised. The payment service user can cancel the payment instruction up until the time of its receipt by the payer's bank. The time of receipt is deemed to be the time at which the payment instruction arrives at the payer's bank. If the time of receipt is not during a bank business day the instruction will be deemed received on the first business day thereafter. The client will be provided with suitable notification of the acceptance cut-off times. If a payment instruction is received from a client after the relevant acceptance cut-off time, the payment cannot as a rule be executed until the following business day. However, the Bank reserves the right immediately to execute instructions received after the acceptance cut-off time. If the payer prefers to execute the instruction at a later date this date shall be deemed the time of receipt. In that case the payer may cancel the instruction at the

latest by the end of the business day before the agreed date. However, in the case of a direct debit, irrespective of any claims for a refund, the payer may cancel the payment instruction at the latest by the end of the business day before an arranged debit date. The Bank may charge the payer for cancelling a payment instruction.

1.7 Data Reconciliation

The Bank may credit an incoming payment without reconciling the name and address of the beneficially entitled client with the client identifier stated on the payment order (e.g. IBAN). However, it is also entitled to carry out a data reconciliation, possibly reject the payment order, and inform the payment service provider of the payer accordingly.

The client issuing the order acknowledges and accepts that payments may be credited by the payment service provider of the payee solely on the basis of the provided client identifier. Basically, incoming payments without a valid client identifier shall be rejected and returned to the payment service provider of the payer. The same applies if an incoming payment cannot be credited due to other reasons, such as legal or regulatory provisions, official orders or a closed account.

1.8 Remuneration for Payments

Charges may be made for the payment service. These charges, as well as a breakdown thereof if applicable, can be seen in the overview of terms and conditions (Charges and Conditions). The Bank also reserves the right to make additional charges in accordance with these General Provisions for Payment Services (in particular subsections 1.4.3, 1.6 and 2.7.9). The Bank of the payee may deduct charges from the transferred amount before it credits the amount to the payee. In such case, the transferred amount and the charges shall be reported separately to the payee.

The Bank may also make charges for the fulfilment of other ancillary obligations. These charges will be levied on the basis of the actual costs incurred.

1.9 Currency Conversion

Payments are made in the client's desired currency. Unless special client instructions are in place (e.g. a fixed exchange rate agreed in advance with the Bank), or the client has a corresponding foreign currency account, sums in foreign currencies will be credited and debited in Swiss francs at the exchange rate prevailing at the time when the corresponding amount is booked by the Bank. If the client only holds accounts in foreign currencies the Bank may credit and debit sums in these currencies.

1.10 Changes to and Termination of the Master Contract

1.10.1 Changes to the Master Contract

The Bank reserves the right to make changes to the Master Contract at any time. Changes to the Master Contract will be proposed in writing at least 60 days before the planned date of the changes. Changes to the Master Contract shall be deemed approved if the payment service user does not raise any objections with the Bank prior to the proposed date for the changed conditions to come into force. In this event the client is entitled to terminate the Master Contract free of charge and without notice before the proposed date of application of the changes. Interest or exchange rates may be changed by the Bank at any time. If doing so the Bank will notify the client in suitable form.

1.10.2 Contractual Term

This Master Contract is being concluded for an indefinite duration.

1.10.3 Periods of Notice and Rights of Termination

The payment service user may terminate the Master Contract without notice at any time. The Master Contract may be terminated by the payment service user free of charge after 12 months. In all other cases reasonable charges may be levied on the basis of the actual costs incurred. The Bank may terminate the indefinite Master Contract provided it gives 60 days' notice of its intention to do so. However, under special circumstances the Bank may terminate the Master Contract at any time.

1.11 Language and Means of Communications

The authoritative language for the contractual relationship between the Bank and the client is German. However, the client may communicate with the Bank in English at any time or in other languages by prior arrangement. Contractual and other documents will be drawn up in German unless otherwise arranged between the Bank and the client. As a rule the Bank will communicate with the client by letter. Instructions and notification via other communication media will only be accepted on the basis of a separate written agreement. If one of these communication media is available and the client uses it to contact the Bank, the Bank reserves the right also to contact the client by the same means. Electronic services are subject to the special arrangements applicable to such services.

1.12 Governing Law and Place of Jurisdiction

The legal relationship between the client and the Bank is governed by Liechtenstein law. The place of fulfilment is Vaduz, which is also the place of enforcement for clients resident or domiciled abroad, and is the sole place of jurisdiction for all cases. However, the Bank is also entitled to take legal action against the client at any competent court or any competent authorities.

1.13 Complaints and Dispute Resolution Procedures

The Liechtenstein Arbitration Board (Schlichtungsstelle) is responsible for resolving all disputes between the Bank and payment service users. In the event of disputes it mediates between the parties in a suitable manner and endeavours to bring about reconciliation between the parties. Other rights and claims as a result of legal or special contractual rulings and the respective accountabilities remain applicable.

1.14 Validity

These General Provisions for Payment Services enter into force on 1st February 2015.

2. Payments in Liechtenstein and within the EEA

2.1 Limits on the Use of a Payment Instrument

For certain payment instruments separate arrangements may be made setting upper expenditure limits or stipulating conditions under which they will be blocked. The Bank reserves the right to block a payment instrument if there are objective reasons for doing so related to the security of the payment instrument, the existence of suspicions of an unauthorized or fraudulent use of the payment instrument or if there is a serious risk in the case of a payment instrument involving a line of credit that the payer will fail to meet its payment obligations. In these cases the Bank will if possible notify the payer by suitable means before, and at the latest immediately after blocking the payment instrument, giving the reasons for the action taken, unless objective security considerations militate against such notification or it would violate pertinent legal provisions of member states of the EEA and/or would be contrary to court or official orders.

2.2 Sums Transferred and Received

The payee's bank may deduct a charge from a transferred sum before crediting it to the payee. In this case the full amount of the payment transaction and the charge will be itemised separately in the information provided for the payee.

2.3 Execution Period and Value Date

For payments in euros, payment transactions in Swiss francs within Liechtenstein as well as cross-border payment transactions within the EEA involving conversion into euros from a currency of an EEA member state, the maximum execution period: Since 01.01.2012 one day. For payment transactions initiated in paper form these periods are increased by one business day. All other payments within the EEA are subject to a maximum execution period of four days.

2.4 Value Date and Availability of Cash Sums

The value date of a credit into the payee's payment account is at the latest the business day on which the sum involved in the payment transaction is credited to the payee's bank account. The value date for a debit from the payer's payment account is at the earliest the date on which the sum involved in the payment transaction is debited from this payment account.

2.5 No Checking of Data for Incoming Payments/Retransfers

The Bank credits incoming payments solely on the basis of the client identifier. Accordingly, please note that as a rule the Bank does not check the data against the name and address of the beneficiary client. However, the Bank reserves the right to make such checks at its due discretion and to refuse the remittance if the details do not tally. In the event of such a retransfer the Bank is entitled to notify the remitter's bank of the discrepancy. The remitter hereby accepts that the credit is made by the beneficiary's bank solely on the basis of the stated client identifier without checking said client identifier against the beneficiary's name and address. However, the beneficiary's bank can likewise reserve the right to make such checks at its due discretion and to refuse the remittance if the details do not tally. Incoming payments for which no IBAN is given, or where the IBAN given does not exist, will be retransferred back to the remitter's bank. The same applies if a credit is prevented for other reasons, for instance legal or regulatory provisions, official rulings or closure of an account. In any such event the Bank is entitled to notify all parties involved in the transaction, including the remitter, of the reason why the credit has not taken place.

2.6 Charges

If a payment transaction does not involve any currency conversion, the payee and payer must meet the charges exacted by their payment service providers. The Bank will provide the payment service user free of charge with its General Provisions for Payment Services as well as the information provided therein, either as a hard copy or on some other permanent storage medium. However, the Bank may exact a charge for any additional information requested by the client or for the more frequent provision of information or for provision of information via communication media other than the envisaged ones.

2.7 Security Measures, Liability and Refunds

2.7.1 The Payment Service User's Obligations

The payment service user who is entitled to use a payment instrument must:

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- 1) comply with the specific arrangements for the issue and use of a given payment instrument when using it and
 - 2) report the loss, theft, improper use or other unauthorised use of the payment instrument to the Bank, or other designated office in accordance with corresponding special arrangements, immediately on becoming aware of any such circumstance. As soon as the payment service user receives a payment instrument they must take all reasonable precautions to safeguard their personalised security details against unauthorised access.

2.7.2 Blocking a Payment Instrument

See above in subsection 2.1.

2.7.3 Reporting Unauthorised or Erroneously Executed Payment Transactions

The client must notify the Bank immediately and in writing on becoming aware of an unauthorised or erroneous payment transaction which has given rise to a claim, including one in accordance with subsections 2.7.7, 2.7.8 and 2.7.10, and at the latest 13 months after the date on which the sum in question was debited. In the case of clients which are not consumers a period of 30 days after the debit entry applies.

2.7.4 Proof of Authentication and Execution of Payment Transactions

If a client claims not to have authorised an executed payment transaction or asserts that a payment transaction was not properly executed, the Bank must prove that the payment transaction was duly authenticated, properly recorded and booked and not hampered by a technical breakdown or other fault. If a client claims not to have authorised an executed payment transaction, the fact that the Bank has recorded the use of a payment instrument is not necessarily sufficient in itself to prove that the payer has either authorised a payment transaction or acted with fraudulent intent or violated one or more of their obligations under subsection 2.7.1 either wilfully or through gross negligence.

2.7.5 The Bank's Liability for Unauthorised Payment Transactions

In the event of an unauthorised payment transaction the payer's bank will refund the payer and if applicable restore the debited payment account to the state it would have been in had the unauthorised payment transaction not taken place. The above is subject to the provisions of subsection 2.7.3.

2.7.6 The Payer's Liability in the Event of Unauthorised Use of a Payment Instrument

Contrary to subsection 2.7.5, the payer is liable for up to EUR 150, or the equivalent in CHF, in the event of an unauthorised payment transaction arising from the use of a lost or stolen payment instrument or, in the event that the payer has failed to properly safeguard their personalised security details, arising from the improper use of a payment instrument. The payer is liable for all losses arising from unauthorised payment transactions if they have brought them about by acting with fraudulent intent or by violating one or more of their obligations under subsection 2.7.1 either wilfully or through gross negligence. In any such case paragraph 1 of the present subsection shall not apply. Once the event has been reported in accordance with subsection 2.7.1, the payer shall not suffer any financial consequences as a result of the use of a lost, stolen or improperly used payment instrument unless they are acting with fraudulent intent.

2.7.7 Erroneous Execution of a Payment Transaction Initiated by the Payer

Once the payer has initiated a payment instruction their bank is liable, subject to the provisions of subsections 2.7.3, 2.7.9 paragraphs 2–4, and 2.8 to the payer for the due and proper execution of the payment transaction unless the bank can prove to the payer and if applicable to the payee's bank that the sum involved in the payment transaction has, in accordance with subsection 2.3, been received at the payee's bank. In this case the payee's bank is liable to the payee for the due and proper execution of the payment transaction.

2.7.8 Erroneous Execution of a Payment Transaction Initiated by the Payee

If a payment instruction is initiated by or via the payee, the payee's bank is liable, subject to subsections 2.7.3, 2.7.9 paragraph 2–4 and 2.8 towards the payee:

- 1) for the due and proper transmission of the payment instruction to the payer's bank and
- 2) for the processing of the payment transaction in accordance with its obligations under subsection 2.4.

2.7.9 Incorrect Client Identifier

If a payment instruction is executed using the correct client identifier the payment instruction is deemed to have been correctly executed with respect to the payee indicated via the client identifier (in this respect see also subsection 1.4.3). However, if the client identifier given by the payment service user is incorrect the Bank is not liable in accordance with subsections 2.7.7, 2.7.8 and 2.7.10 for the erroneous execution or non-execution of the payment transaction. However, the pay-

er's bank will make every effort that can reasonably be expected of it to recover the sum involved in the payment transaction. The Bank may charge the payment service user for the recovery of the sum in question. If the payment service user provides details in addition to those stipulated in subsection 1.4.2, the Bank shall nevertheless only be liable for payment transactions in which the client identifier tallies with the one given by the payment service user.

2.7.10 Additional Compensation

Further claims may arise out of legal or special contractual provisions.

2.8 Liability Disclaimer

Liability in connection with the authorisation and execution of payment transactions does not extend to unusual or unforeseeable events over which the party invoking the events in question has no influence, and whose consequences, despite taking all due care, could not have been avoided, or to cases in which the Bank's conduct is bound by legal obligations under either individual national law or Community law.

2.9 Reimbursement of a Payment Transaction Initiated by or via a Payee

The payer is entitled to reimbursement by the Bank of an authorised payment transaction which has already been executed on instructions given by or via a payee, provided:

- 1) the exact amount of the payment transaction was not stated in the authorisation and
- 2) the amount of the payment transaction exceeds the amount that the payer should reasonably expect given their previous payment behaviour and the specific circumstances of the individual case. On the Bank's request the payer must explain the material circumstances in respect of these requirements. The full amount involved in the executed payment transaction will be reimbursed. The payer has no right to reimbursement if they have given the Bank their direct consent to the payment transaction and has either been furnished by the Bank with information on the impending payment transaction in suitable form at least four weeks before the due date, or said information has been made accessible to the payer. The payer must demand reimbursement of an authorised payment transaction which has been initiated either by or via a payee within eight weeks of the date on which the sum concerned was debited. Within ten business days of receipt of a request for reimbursement, the Bank will either reimburse the full sum involved in the payment transaction or notify the payer of the grounds for refusing said reimbursement, also giving details of who to contact if the payer does not accept the reasons given.