

CUSTOMER GUIDELINES FOR THE DEBIT CARD SERVICE AND THE CONTACTLESS FUNCTION

Version December 2022

All person-related language in these Customer Guidelines is intended to refer to all genders.

These Customer Guidelines in conjunction with the agreements set out in the Client Order and the current Price Display govern the contractual relationship (hereinafter "Card Agreement") between Bank Gutmann Aktiengesellschaft (hereinafter "Bank") as issuer of the debit card and each authorised holder of such a debit card (hereinafter "Cardholder") as well as the holder of an account for which debit cards are issued (hereinafter "Account Holder"). The Customer Guidelines and the Terms and Conditions shown in the Card Agreement shall apply if their applicability has been agreed between the Bank and the Cardholder as well as Account Holder.

1. General provisions

1.1. Debit Card Service The Debit Card Service is a worldwide system which can be used to withdraw cash and/or make cashless payments at specially designated points of acceptance with specially issued instruments of access (hereinafter "debit card").

1.1. Contactless/NFC function Debit cards bearing the "contactless" symbol may be used by the Cardholder to make contactless cashless payments and cash withdrawals at designated points of acceptance worldwide.

1.3. Points of acceptance Points of acceptance are cash dispensers and POS terminals marked with the logo displayed on the debit card from which cash can be withdrawn or at which cashless payments can be made to trading and service companies.

1.4. Personal Code The personal code, also referred to as the PIN code (personal identification number), is a combination of digits which the Cardholder receives for each card. Entry of the personal code on POS terminals or cash dispensers enables use of the Debit Card Service.

1.5. Account Holder An Account Holder who requests the Bank to issue a debit card shall complete a card application addressed to the Bank.

All Account Holders shall be jointly and severally liable for any obligations arising from the use of the debit card(s). Whenever the term Account Holder is used below, this shall mean all Account Holders when referring to joint accounts.

1.6. Cardholder The Account Holder may apply for issuance of a debit card for themselves and third parties. The Account Holder shall co-sign the Cardholder's card application.

1.7. Application for a card, Card Agreement The Card Agreement takes effect upon delivery of the debit card to

the Cardholder (Section 864 (1) ABGB (the Austrian General Civil Code)).

1.8. Use of the debit card by the Cardholder

1.8.1. Cash dispensers: The Cardholder is entitled to withdraw cash up to the limit agreed in the Card Agreement from cash dispensers in and outside Austria displaying the logo shown on the debit card by means of the debit card and the PIN or contactless by holding the card near the card reader.

1.8.2. POS terminals: The Cardholder is entitled to pay for supplies and services provided by trading and service companies (hereinafter "Merchants") in and outside Austria at payment terminals displaying the logos shown on the debit card (point-of-sale terminals; hereinafter "POS terminals") by means of the debit card and entry of the PIN, without cash, up to the agreed limit. Cash dispensers may also have the function of POS terminals. Outside Austria, the Cardholder may have to produce their signature instead of entering their PIN. By entering the personal code and pressing the "OK" button or by holding the debit card contactless near the card reader or by signing, as the case may be, the Cardholder irrevocably instructs the Bank to pay to the Merchant the amount of the invoice up to the limit agreed with the Account Holder. Once the OK button has been pressed or the debit card has been held contactless near the reader or the signature produced, the instruction to pay cannot be revoked. The Bank hereby accepts such instructions to pay.

1.8.3. Low-value payments without entering the PIN: At POS terminals displaying the "contactless" symbol shown on the debit card, the Cardholder is also entitled to make contactless and cashless payments of amounts of up to EUR 50.00 per transaction for goods and services supplied by Merchants domestically and abroad, without inserting the debit card, signing and/or entering the PIN, by simply holding the debit Card against the POS terminal.

By holding the Debit Card against the Merchant's POS terminal when making low-value payments of up to EUR 50.00 per transaction, the Cardholder irrevocably instructs the Bank to pay the invoice amount to the relevant Merchant. Once the debit card has been held against the POS terminal the instruction to pay cannot be revoked. The Bank hereby accepts such instructions to pay.

For security reasons, the sum total of consecutive low-value payments without entry of a PIN is limited to EUR 125.00. After reaching this limit, the Cardholder has to make a cashless payment or withdraw cash using their PIN in order to be able to make further low-value payments.

1.9. Objections arising from the underlying transaction:

Differences in opinion or mutual claims arising from the legal relationship between the Cardholder and their contracting party in connection with supplies and services for which the Cardholder has paid without cash using the debit card must be settled directly with the contracting party. This shall also apply, and in particular, to the invoice amount. The Bank does not assume any liability for the performance of the underlying transaction by the contracting party in conformity with the applicable contractual terms and conditions.

1.10. Changes to fees and services

1.10.1. Fee agreement: The Bank is entitled to charge fees to the Account Holder for the issuance of the debit card as well as for the provision of the relevant functions and their use by the Cardholder; the amounts of such fees shall be agreed with the Account Holder in the Card Agreement. The Bank is entitled to debit the respective amount of the fee to the account for which the debit card has been issued.

1.10.2. Changes to fees and services with respect to entrepreneurs: In business with entrepreneurs, the Bank may change fees charged for permanent services from the Account Holder, taking into account all relevant circumstances (including in particular changes in the legal and regulatory framework, changes in the money or capital markets, changes in refinancing costs, changes in personnel and other administrative expenses, changes in the consumer price index, etc.) at its reasonable discretion. The same shall apply to changes to other services provided by the Bank to the Account Holder and/or Cardholder due to a change in legal requirements, the security of Bank operations, technological development or a substantial decline in the use of a service resulting in a significant impairment of cost recovery.

Any changes beyond those specified in the subsection above to services by the Bank or fees payable by the Account Holder, the introduction of new remunerable services and of new fees for services previously agreed, shall be offered to the Cardholder and/or Account Holder by the Bank no later than two months prior to the date of their proposed entry into force, indicating the changes proposed and/or the introduction of services or fees. The Cardholder and/or Account Holder is deemed to have accepted the changes offered and the services and fees to be introduced unless the Bank has received a written objection from the Cardholder and/or Account Holder before the effective date proposed. The offer to change and/or introduce services or fees shall be notified to the Cardholder and/or Account Holder. Such notification to the Cardholder and/or Account Holder shall be made by post to the last address notified by the Cardholder and/or Account Holder (see item 1.16.) and/or by electronic notification in any form effectively agreed with the Cardholder and/or Account Holder. Notification is deemed to have

been given also if the offer relating to the change and/or introduction of services and fees is made available for viewing in a manner agreed with the Cardholder and/or Account Holder. In its notice offering the change and/or introduction of services or fees, the Bank will point out to the Cardholder and/or Account Holder that the Cardholder and/or Account Holder will be deemed to have accepted the change or introduction unless the Bank has received a written objection from the Cardholder and/or Account Holder before the effective date proposed for the change or introduction.

1.10.3. Changes to fees agreed upon with consumers:

Changes to fees for permanent services agreed in a Card Agreement will be offered to the Account Holder by the Bank no later than two months before the date of their proposed entry into force, indicating the changes. The consent of the Account Holder to the changes proposed shall be deemed given unless the Bank receives an objection from the Account Holder prior to the proposed entry into force. The offer to change fees shall be notified to the Account Holder. Such notification to the Account Holder shall be made by post to the last address notified by the Account Holder (see item 1.16.) and/or by electronic notification in any form effectively agreed with the Account Holder. In its offer to change fees, the Bank will inform the Account Holder of the extent and timing of the change to fees proposed, pointing out that the Account Holder will be deemed to have consented to the change in fees unless the Bank receives an objection from the Account Holder prior to the proposed entry into force of such change. In case of such an intended change to fees, the Account Holder is entitled to terminate their Card Agreement without notice and free of charge prior to such change taking effect. The Bank will inform the Account Holder of this option in its notice offering the change to fees.

In the manner set out in the subsection above, fees agreed with the Account Holder may be changed in accordance with the development of the national consumer price Index 2020 (Verbraucherpreisindex, VPI) as determined and published by Statistik Austria or in accordance with any index replacing it, with commercial rounding of amounts to full cents. The calculation of such changes shall be based on the VPI value of 100 for the year 2020. Changes shall be based on the average development of the VPI during the preceding calendar year and shall be effected at 1st of July of the following year. If a change to fees was not offered following a change in the index level of the annual average, the right to offer a change in the subsequent years shall not be lost. This shall also apply when a change to fees is not based on the full change of the index. Changes to fees that have not been carried out may be taken into account when making changes in subsequent years.

1.10.4. Changes to permanent services for consumers

Changes to permanent services to be rendered by the

Bank to the Account Holder and/or Cardholder shall be offered by the Bank to the Account Holder and/or Cardholder no later than two months before their proposed entry into force, indicating the change. The Account Holder and/or Cardholder is deemed to have accepted the changes offered unless the Bank has received an objection from the Account Holder and/or Cardholder prior to the date of the proposed entry into force. The offer to change permanent services shall be notified to the Account Holder and/or Cardholder. Such notification to the Account Holder and/or Cardholder shall be made by post to the last address notified by the Account Holder and/or Cardholder (see item 1.16.) and/or by any form of electronic notification effectively agreed with the Account Holder and/or Cardholder. In its offer to change a permanent service, the Bank shall inform the Account Holder and/or Cardholder that the Account Holder and/or Cardholder will be deemed to have accepted the change to the permanent service unless the Bank has received an objection from the Account Holder and/or Cardholder before its proposed entry into force. In case of such an intended change to permanent services the Account Holder and/or Cardholder shall be entitled to terminate their respective card agreement without notice and free of charge prior to such change taking effect. The Bank will inform the Account Holder and/or Cardholder of this option in its offer to change permanent services.

A change to permanent services to be rendered by the Bank to the Account Holder and/or Cardholder may be effected in the manner set out in subsection above only if the change is objectively justified taking into account all circumstances (including in particular a change in actual customer requirements, legal and regulatory requirements, the security of Bank operations, technological development or a substantial decline in the use of a service resulting in a significant impairment of cost recovery). Such objective justification exists only if the change in services offered results in

- an expansion of the services rendered by the Bank or a reasonable reduction of services rendered by the Bank to the Account Holder and/or Cardholder
- and no disproportionate changes in material rights and obligations to the benefit of the Bank.

1.11. Liability of the Account Holder for Cardholder transactions

Any and all transactions made by the Cardholder using the debit card are made for the Account Holder's account. This shall also apply if the Cardholder has not yet reached the age of 18, regardless of whether the legal transaction closed by using the debit card is invalid due to the Cardholder being under age. Entrepreneurs shall be liable up to the account/card limit agreed for any losses or damage incurred by the Bank as a result of violations, by holder(s) of a card issued for the entrepreneur's account, of the obligations to exercise due care and diligence set

out in these Customer Guidelines, regardless of the kind of infraction committed by the Cardholder.

1.12. Improper use of a cash dispenser or POS terminal equipped for cashless payments

If a cash dispenser or POS terminal is used improperly by entering a wrong personal code four times in succession, the Bank may have the debit card confiscated and rendered unusable for security reasons.

1.13. Availability of the system – Please note:

Operating systems may be interrupted for technical reasons beyond the control of the Bank, impairing acceptance of debit cards. Manipulation by third parties may likewise cause restricted operability of points of acceptance or debit cards. **Even in such cases, the personal code must not be disclosed to third parties.** Cardholders are advised to carry alternative means of payment with them, especially when travelling.

1.14. Duration of validity of the debit card, duration of the Card Agreement, and termination

1.14.1. Duration of validity of the debit card: After conclusion of the Card Agreement the Cardholder receives a debit card, which shall be valid until the end of the month of the year specified on the debit card.

1.14.2. Exchange of the debit card: The Cardholder instructs the Bank to send them a new debit card in good time before the expiry date of their debit card. Such instruction is not effective if the Card Agreement ends before the expiry date due to its termination by the Cardholder or the Bank. As long as the Card Agreement is valid, the Bank is furthermore entitled to demand the return of the debit card for good cause and issue a new debit card to the Cardholder.

1.14.3. Destruction of the debit card: The Cardholder is urgently recommended to arrange for the safe destruction of the expired debit card upon receipt of a new debit card and/or, at the latest, after the expiry date of a debit card.

1.14.4. Duration of the Card Agreement: The Card Agreement is concluded for an unlimited period of time. It shall end in any event upon termination of the account relationship with the Account Holder. The Account Holder as well as the Cardholder may terminate the Card Agreement at no additional cost at any time subject to one month's notice.

The Bank may terminate the Card Agreement subject to two months' notice.

For good cause, the Card Agreement may be terminated with immediate effect by the Bank, the Account Holder and/or the Cardholder.

Regular periodical fees for the use of the debit card will be refunded to an Account Holder having the status of a consumer on a pro-rated basis. This does not apply to one-off fees for the production and delivery of the debit card charged upon issuance of the debit card.

The cancellation or early termination of the Card Agreement shall have no effect on the Account Holder's and the Cardholder's obligations; all such obligations must be fulfilled.

1.14.5. Return of the debit card: Upon termination of the account relationship all debit cards issued for the account, and upon termination of a Card Agreement, the relevant debit card shall be returned without delay as soon as the contractual relationship has ended.

1.15. Amendments to the Customer Guidelines

1.15.1. Item 1.15.2 below does not apply to changes to fees payable by the Account Holder and services rendered by the Bank. Changes to fees and services are regulated by 1.10.2., 1.10.3. and 1.10.4. of these Customer Guidelines except where such changes are agreed individually with the Account Holder and/or Cardholder.

1.15.2. Any amendments to the Customer Guidelines agreed between the Account Holder and/or Cardholder on the one side and the Bank on the other side, shall be offered by the Bank to the Account Holder and/or Cardholder no later than two months before the proposed entry into force indicating the provisions affected. Such offer shall be made by providing a comparison (hereinafter "Comparison") showing, side by side, the terms affected by the changes offered and the changes proposed. The consent of the Account Holder and/or Cardholder to the amendments offered shall be deemed given unless the Bank receives an objection from the Account Holder and/or Cardholder before the proposed entry into force. The offer to amend the Customer Guidelines including the Comparison shall be notified to the Account Holder and/or the Cardholder being a consumer. Such notification to the Account Holder and/or Cardholder shall be made by post to the last address notified by the Account Holder and/or Cardholder (see item 1.16.) and/or by any form of electronic notification that has been effectively agreed with them. Vis-à-vis an entrepreneur, it is sufficient to make an offer of an amendment available for viewing in a manner agreed with the entrepreneur.

In the notice offering an amendment to the Customer Guidelines, the Bank will point out to the Account Holder and the Cardholder that the Account Holder and/or Cardholder will be deemed to have consented to the amendment to the Customer Guidelines unless the Bank receives an objection from the Account Holder and/or Cardholder prior to the proposed entry into force of the amendment. In addition, the Bank will publish a Comparison of the terms affected by the amendment to the Customer Guidelines as well as a complete version of the revised Customer Guidelines on its website and, upon request, will furnish a hard copy to the Account Holder and/or Cardholder at its offices or by post. The Bank shall also inform the Account Holder and/or Cardholder of this in its offer to amend the Customer Guidelines.

In the event of such intended amendment to the Customer Guidelines, the Account Holder and/or Cardholder having the status of a consumer shall have the right to terminate the card agreement free of charge, without notice, before the amendment enters into force. The Bank shall also inform the Account Holder and/or Cardholder of this option in its offer to amend the Customer Guidelines.

1.16. Notification of material changes The Account Holder and the Cardholder shall notify the Bank without delay of any change of their names, company name, address or the address of any other recipient named by them, their email address as well as their telephone and/or mobile phone number ("contact details"). If the Cardholder or the Account Holder fails to notify the Bank of a change in their address or other contact details, notifications from the Bank shall be deemed to have been received when they have been sent to the contact points last notified to the Bank by the Account Holder or Cardholder.

1.17. Choice of law

1.17.1. Any and all business relations between the Account Holder and/or Cardholder and the Bank shall be governed by and construed in accordance with Austrian law.

1.17.2. If the Account Holder or Cardholder is a consumer, any more favourable mandatory consumer protection rules of the Account Holder's or Cardholder's state of residence remain unaffected.

1.18. Legal venue

1.18.1. Legal actions of an entrepreneur against the Bank may only be taken in the court having subject-matter jurisdiction at the place of the Bank's registered office. This shall also be the legal venue in case of legal actions of the Bank against an entrepreneur, with the Bank being entitled to assert its rights in every court having local jurisdiction and jurisdiction over the subject-matter.

1.18.2. The provision in effect at the time the agreement is entered into with the credit institution that legal action brought by a consumer or against a consumer shall be subject to Austrian jurisdiction shall apply even if, after conclusion of the agreement, the consumer moves their residence to another country and decisions passed by an Austrian court may be executed in such country.

2. Provisions for the Debit Card Service

2.1. The Cardholder shall receive from the Bank the debit card and a personal identification number (PIN).

The Bank is entitled, upon the prior approval of the Cardholder, to send the debit card and the personal identification number to the Cardholder. The debit card and the personal identification number shall not be sent together. The debit card shall remain the property of the Bank.

2.2. Agreement on limits and change of limits

2.2.1. Agreement on limits: The Account Holder and the Bank agree on:

- the limit per time unit (e.g. daily or weekly) up to which cash may be withdrawn from cash dispensers using the debit card, and
- the limit per time unit (e.g. daily or weekly) up to which cashless payments can be made at POS terminals and at cash dispensers with a POS function using the debit card.

2.2.2. Deleted.

2.2.3. Limit change by the Account Holder: The Account Holder is entitled to request the Bank to change their limit without stating any reasons.

2.3. Account cover The Cardholder may, within the scope of the agreed limits, use the debit card for the purposes described in item 1.8. above only to the extent that the account for which the debit card has been issued shows sufficient cover (credit balance or overdraft limit).

2.4. Obligations of the Cardholder

Insofar as these Customer Guidelines define obligations of the Cardholder, not only the Cardholder but also the Account Holder shall be obliged to comply and ensure compliance with these provisions.

2.4.1. Signing the debit card: The Cardholder shall sign the debit card in the designated place immediately upon receipt.

2.4.2. Deleted.

2.4.3. Keeping the debit card in a safe place and keeping the personal identification number secret: The Cardholder shall keep the debit card in a safe place and take all reasonable precautions to prevent any third party from getting hold of the card. The debit card must not be passed on to a third party. The PIN shall be kept secret. The PIN must not be disclosed to anybody, not even employees of the Bank, other Account Holders or other Cardholders. When using the personal identification number care must be taken to ensure that no third party gains knowledge of it.

2.4.4. Blocking: In the event of loss, theft, improper or other non-authorized use of the debit card, the Cardholder and/or the Account Holder shall have the debit card blocked immediately by contacting the Bank or the card blocking hotline.

2.5. Settlement Transactions using the debit card will be debited to the account and advised to the Account Holder in the form agreed with the Account Holder for the provision of communications (e.g. Bank statement or, if agreed, a different type of durable medium, e.g. electronically by way of internet banking).

If the Cardholder or Account Holder finds that a transaction was not authorised or was executed wrongly, they shall inform the Bank immediately if they wish to have the payment transaction corrected (duty to make complaint). The time within which the Cardholder or Account Holder has to contact the Bank to request a correction shall end

no later than 13 months after the day of the debit or credit, provided that the Bank has provided the Cardholder or the Account Holder with information or access to information as set out in Chapter 3 of the Payment Services Act (sections 32 to 54). Any other claims the Cardholder or Account Holder may have against the Bank or the merchant remain unaffected by this.

2.6. Conversion of foreign currencies In the settlement of cash withdrawals or cashless payments made at POS terminals outside Austria, the respective amount in foreign currency will be converted as follows:

- with national currencies whose exchange rate is fixed in relation to the euro, at the fixed rate for the currency concerned;
- with currencies of countries which are not members of the European Monetary Union, at the foreign exchange rate defined below:

The foreign exchange rate is calculated based on the foreign currency selling rates of domestic and foreign banks as published on the website www.austrofx.at of TeleTrader Software GmbH.

The foreign currency exchange rate charged for any foreign currency is calculated as the mean value of all selling rates for that foreign currency as published on www.austrofx.at, (excluding any rate calculated by Bank Gutmann Aktiengesellschaft, if applicable).

At least five rates published on www.austrofx.at are required for the determination of a foreign currency exchange rate (excluding any rate published by Bank Gutmann Aktiengesellschaft, if applicable). In the event that fewer rates are available, the OANDA Corporation's reference exchange rate as published on the PSA Payment Services Austria GmbH website www.psa.at shall apply.

Foreign currency exchange rates can be obtained from the Bank or viewed at www.psa.at. The effective date of conversion shall be the date on which PSA receives the authorisation. The exchange rate and the effective conversion date shall be communicated to the Account Holder in the manner agreed with them for the provision of communications and in compliance with statutory requirements.

After receiving in any month the first payment order denominated in a specified EEA currency other than Euro and resulting from a cash withdrawal from a cash dispenser (1.8.1.) or noncash payment at a POS terminal (1.8.2), the Bank will immediately furnish to the Account Holder (payer) an electronic notice of all currency conversion fees it charges for conversion of the amount payable to Euro, stated as a percent surcharge over the last Euro reference exchange rate available from the European Central Bank.

The electronic notice of the currency conversion fees is sent to the Account Holder (payer) to an email address notified by them to the Bank for communication purposes. If the Account Holder has not communicated an email address to the Bank, an electronic notice of currency con-

version fees cannot be delivered. The Account Holder (payer) may waive being notified of the currency conversion fees. Electronic notices of currency conversion fees will not be provided for debit cards issued for an entrepreneur's account.

2.6.1. For national currencies of European Union member states other than Euro, all currency conversion fees as defined in Article 2(9) of the EU Regulation on cross-border payments in the Community (EC) No 924/2009 are shown at any time as a percent surcharge over the last Euro reference exchange rates available from the European Central Bank under "Exchange rate Info".

2.7. Blocking

2.7.1. The debit card can be blocked by the Account Holder or the respective Cardholder as follows:

- at any time by calling the card blocking hotline set up by PSA Payment Services Austria GmbH ("PSA card blocking hotline") for this purpose (the telephone number of this hotline is displayed on every cash dispenser in Austria. It can also be viewed on the website www.bankomatkarte.at or requested from any bank), or
- in person, in writing or by telephone at the Bank during the Bank's business hours.

A blocking requested via the PSA card blocking hotline will take effect immediately upon its receipt. The blocking requested via the PSA card blocking hotline will result in all debit cards issued for the account to be blocked until further notice.

2.7.2. The Account Holder is entitled to instruct the block on all or individual debit cards issued for their account to be lifted.

Cardholders are not charged for the blocking or lifting of blocks.

2.7.3. The Bank has the right to block a debit card or lower the limits agreed for the debit card without the cooperation of the Account Holder or Cardholder in the following cases:

- if this is justified on objective grounds with regard to the security of the debit card or the systems that can be accessed using the card;
- if the Bank has reason to believe that the debit card has been used without authorisation or fraudulently; or
- if the Cardholder is in default on their payment obligations under a line of credit associated with the debit card (overrunning or overdraft) and
 - either the performance of these payment obligations is at risk due to a deterioration or potential deterioration of the Cardholder's or a co-debtor's financial position or
 - the Cardholder is insolvent or insolvency is imminent.

The Bank will notify the Cardholder of any blocking and the grounds therefor in advance, where possible, or, at the

latest, immediately afterwards. This shall not apply if such information would be in breach of legal regulations or orders of courts or authorities, if information about the blocking might increase the security risk or if a card is blocked at the Cardholder's request.

2.8. Liability for non-authorised payment transactions

2.8.1. In the event of a non-authorised payment transaction, the Bank shall refund the amount of the non-authorised payment transaction to the Cardholder without delay, in any case no later than by the end of the bank day following the day on which the Bank gained knowledge of the non-authorised payment transaction or it was reported to the Bank. If the amount of a non-authorised payment transaction shown in the statement has already been withdrawn by the Bank or paid by the Cardholder, the Bank shall make this amount immediately available to the Cardholder by crediting it to the account named by the Cardholder to the Bank.

2.8.2. If the non-authorised payment transaction is based on the use of the lost or stolen debit card or the improper use of the card and the personalised security credentials (PIN), the Cardholder shall reimburse the Bank for the entire loss suffered by the Bank as a result of the non-authorised payment transaction if they had facilitated it with fraudulent intent or caused it by intentional or grossly negligent breach of their duties as set out in 2.4 above. If the Cardholder violated these duties only through slight negligence, their liability for the loss will be limited to the amount of EUR 50.- (the Cardholder shall not be liable if they were not able to notice the loss, theft or improper use of the card before a payment was made or the loss was caused by acts or omissions of an employee or an agent, a branch of the payment service provider or an entity to which operations are outsourced). If the loss was caused by grossly negligent breach of the duties set out in 2.4. above, the type of personalised security credentials as well as the circumstances in which the loss, theft or improper use of the payment instrument (the debit card) occurred have to be taken into account in sharing the loss between the Bank and the Cardholder, if applicable.

2.8.3. If the debit card was used in a non-authorised manner after the Cardholder had reported the loss, theft, improper use or any other non-authorised use of the debit card to the Bank, 2.8.2 shall not apply, unless the Cardholder acted fraudulently. The same applies if the Bank did not meet its obligation to ensure that the Cardholder is able to report the loss, theft, improper or non-authorised use of the card at any time.

2.8.4. The Cardholder shall not be liable if the Bank failed to ask for strong client authentication in the non-authorised payment transaction (payment by debit card and signature) except where the Cardholder acted with fraudulent intent.