



Overview of the Amendments regarding the agreements of

CMI@Web, MultiCash and Cash Management International

resulting from the introduction of the new Payments Services Act "ZaDiG" starting from November 1, 2009

As of November 1, 2009 the Payment Services Act (ZaDiG - Zahlungsdienstegesetz) comes into force. Because of the new legal requirements, some sections of the agreement regarding the products CMI@Web, MultiCash and Cash Management International must be changed.

Please find enclosed a common summary of the amendments and changes set out in the relevant

- Customer Agreements,
- User Statements,
- Terms and Conditions and
- additional agreements

valid for the enclosed Services:

- CMI@Web,
- MultiCash and
- Cash Management International.

New sections are underlined and outdated sections are marked through ~~cross-out~~.

Changes, Partial Invalidity:

Each Annex to this Agreement may be amended with the written consent of RZB, without derogating the [Service] Customer Agreement. ~~All other changes~~

RZB is entitled to amend

- the scope of this services of [Service], including the Security Features available to the Authorized Persons and the introduction of any (additional) limits for Instructions, and
- the [Service] Terms and Conditions, Statements and Agreements
- the Fees payable in connection with Cash Management International services.

Any such amendment will become effective 2 month after the Customer Agreement shall be valid only if agreed/User Company has been notified thereof in writing or by information on the internet pages of RZB provided for the [Service] unless RZB has received written objections from the Customer/User Company by that time. In its notice RZB will advise the Customer/User Company that in the absence of any objections raised in writing within 2 month time period the amendment will be deemed accepted ; and that account holders who are consumers shall be entitled to terminate the participation agreement without notice and free of charge prior to such change taking effect. If any provision of this Agreement is or becomes invalid or unenforceable, the validity of the other provisions hereof shall not be affected and the invalid or unenforceable provision shall be deemed replaced by a valid and enforceable substitute provision reflecting as closely as possible the purpose of the invalid or unenforceable provision.

~~Any such amendment will become effective six weeks after the Customer/User Company has been notified thereof in writing unless RZB has received written objections from the Customer/User Company by that time. In its notice RZB will advise the Customer/User Company that in the absence of any objections raised in writing within the specified time period the amendment will be deemed accepted.~~

Blocking of Security Features

~~In the event that any of the Security Features is lost or the suspicion arises that an unauthorized person has obtained knowledge thereof, the Customer/User Company Account Holder shall immediately notify RZB by telephone promptly followed by a notice in writing. Upon the receipt of such notice RZB shall take all measures it deems appropriate, including a blocking of the access to [Service]. If it is not possible to immediately notify RZB, the Customer/User Company shall as a first step have the relevant Authorized Person(s) change the relevant electronic signature(s) and subsequently notify RZB at the earliest possible time. [Service] has a user blocking system in which the user can block access to the system by his/her own user details in case of suspicion. Only the Support Desk can unblock this user.~~

~~The Customer and each User Company is entitled at any time upon written notice to RZB to have the access to [Service] by one or more of all Authorized Persons blocked.~~

~~After three attempts to obtain access to [Service] with incorrect Security Features, access will be blocked automatically.~~

~~RZB is entitled to block an Authorized Person's access to [Service] if it has reason to believe that any Security Features might be used by unauthorized persons, any Authorized Person has misused access to [Service] for example for Instructions without sufficient coverage on the relevant Designated Account, or if in the reasonable opinion of RZB the blocking is necessary or advisable in order to prevent losses or damage or to comply with the provisions of applicable law.~~

~~The account holder or the relevant Authorized Party may have an access authorization blocked as follows:~~

- ~~▪ by calling at any time the "Raiffeisen SperrHotline für Karten und Electronic Banking" (hotline for blocking cards and Electronic Banking) designated for such purpose; the relevant telephone number will be notified to the account holder by the RZB and can also be obtained from the website www.rzb.at, or~~
- ~~▪ at the RZB during the respective opening hours.~~

~~In the above mentioned cases, the blocking shall come into effect immediately upon receipt of the blocking request.~~

~~In the event of the loss of any or all of the means of identification issued by RZB and/or created by the Authorized Person, in the event of loss of the means of identification required for the creation of the electronic signature (including without limitation a signature card or any other data carrier required for the creation of the signature) or if the suspicion arises that an unauthorized person has obtained knowledge of these means of identification, the Authorized Person is obligated to cause the blocking of the access authorizations concerned. If it is not possible to block the authorized access in the manner described above, the Customer/User Company shall as a first step have the relevant Authorized Person(s) change the relevant electronic signature(s) and subsequently notify RZB at the earliest possible time. [Service] has a user blocking system in which the user~~

can block access to the system by his/her own user details in case of suspicion. Only the Support Desk can unblock this user.

RZB shall have the right to block an Authorized Party's access to [Service] without the involvement of the Customer or the Authorized Person

(i) if this is justified by objective reasons in connection with the security of the services, or
(ii) if unauthorized or fraudulent use of the means of identification is suspected, or
(iii) in case of a significantly increased risk of the account holder being unable to meet the payment obligations he/she has incurred towards RZB by the use of the services.

The unblocking of the access to [Service] can only be effected by RZB and solely upon written instructions by the Customer/User Company.

The costs arising in connection with the blocking and unblocking of the access shall be borne by the Customer.

Liability of RZB:

The liability of RZB in connection with [Service] is limited to actual pecuniary damages caused by gross negligence or willful misconduct on the part of RZB. ~~Nothing herein restricts the liability of RZB under the Transfer Act of 1999.~~ If RZB becomes liable for any damage caused by any defects of its IT equipment for which RZB is not responsible, the liability of RZB shall be limited to EUR ~~5,000~~ 20,000 per event of damage and affected Customer/User Company, but in any case to a maximum total of EUR ~~100,000~~ 400,000 for all customers. Under no circumstances can RZB be held liable if the damage was caused by an independent third party or otherwise by an unavoidable event which is due neither to a defect in the condition nor to the malfunctioning of the IT equipment of RZB.

For further information and the valid agreements for CMI@Web, MultiCash and Cash Management International, regarding ZaDiG in general as well as regarding other Cash Management products please do not hesitate to contact the Cash Management department of Raiffeisen Zentralbank (mail: rzb-cm@rzb.at phone: +43 / (0)1 / 717 07 / 1608).