

I. General Information on MoneyToPay and Gift Cards

This document and its content is used to inform the cardholder about the relevant conditions regarding CaixaBank Electronic Money, EDE, S.L. (hereinafter "M2P" or "MoneyToPay") and the offered products in compliance with the Austrian Zahlungsdienstegesetz (ZaDiG).

Contact Data

CaixaBank Electronic Money, EDE, S.L., (MoneyToPay, M2P)
Gran Via de Carles III, 89-98, Torre Est, Planta 1, 08028 Barcelona, Spain
Telephone: +43 (0) 820-400037. Phone assistance hours: from Monday to Friday, from 8 a.m. to 22.00 p.m.
Internet: <http://www.moneytopay.at>
Email: info@moneytopay.at

Authority and business segment

Moneytopay is an e-money institute founded in Barcelona on sept. 7. 2012; authorised by the Ministry of Economics and Finance and under legal supervision of the Spanish national bank. M2P is at the Mercantile Registry of Barcelona under Volume 43,345, Sheet 67, Page B426,061, with Tax Identification Number B-65,866,105.

For the purposes set out herein M2P acts as the issuer and as a contracting party of the M2P non-reloadable Card (hereinafter "Gift Card" or "Card"). Sale and distribution of the Gift Cards is solely done via the website www.moneytopay.at.

All terms and conditions and the information on the contracting process established herein include all information which, prior to contracting the Gift Card, is provided to the other contracting party (hereinafter "Cardholder") under applicable law. The "Conditions for non-reloadable Cards" as well as the Card application serve as basis for the services to be provided by M2P in connection with the "MoneyToGift Card" and the "MoneyToEGift Card" (hereinafter: "Contract").

During the validity period of the Gift Card the Cardholder will have access to the most recent version of this Terms & Conditions at www.moneytopay.at.

The communications between M2P and the Cardholder takes place both in German and in English.

Unless otherwise agreed, communications between M2P and the Cardholder takes place in writing, via email or contacting the call center on the number indicated in the Contact data of this Contract (hereinafter, "Call Center").

The following conditions regularise the contractual relationship between M2P and the Cardholder regarding the Gift Cards issued by M2P.

The Gift Card is available in two forms:

- **MoneyToGift Card**

This card is a physical product, comparable to other non-reloadable payment cards, also has a personal code and a signature field on the reverse side.

- **MoneytoEGift Card**

This card product is a non-reloadable card, only exists in electronic form and can only be used for payments in the internet (distance selling).

The Cardholder shall be entitled to demand a new presentation of the Contract at any time free of charge. It will be sent either in written form on paper or via email – depending on the agreement made in the card application – to the last known address or email-address.

The right of withdrawal pursuant to Art 8 FernFinG (Distance Financial Services Act): The consumer (Cardholder) shall have the right to rescind the Contract or their contract statement prior to the expiry of the period of 14 days (counted starting from the date of dispatch) without having to provide reasons. The time limit for rescission shall begin on the day of signature of the Contract (delivery of the Gift Card). The withdrawal has to be communicated by email or Call Center. Within the time limit for rescission, the consumer's express consent shall be required for commencing on the performance of the Contract (§ 8 Abs 5 FernFinG). If the Cardholder occupies the subject-matter of the Contract prior to the expiry of the period, M2P may charge the agreed fee or costs and expenses.

II. Conditions for purchasing and using the Gift Cards, limits, payments and prices

1. Gift Card use options, limits and payments

The cashless payments authorised by using the Gift Card are triggered by the payment recipient. M2P shall ensure that, after the time of receipt, the amount of the payment transaction will be received by the beneficiary's payment service provider.

The Gift Card cannot be used for the following business transactions and companies:

- Car rental
- Hotel
- Gas stations with self-service (unattended terminal at the pump)
- Parking

If, for whatever reason, a Gift Card transaction cannot be verified by M2P in the course of a payment transaction, M2P is authorised to deny this transaction.

Recurrent or instalment payments are not possible with Gift Cards (MoneyToGift Cards and MoneyToEGift Card).

With a Gift Card, Credit Transactions, Reversals and Adjustments are only possible if there is a corresponding transaction directly related to a previous transaction to such Cards.

M2P informs the Cardholder that a one-time password might be sent via text message to the Cardholder's mobile phone (to the last number known to M2P) in order to validate those payments for deliveries and services from distance selling Merchants (such as telephone or Internet).

1.1 MoneyToGift

The Cardholder is authorised to use the MoneyToGift:

- and the personal code to pay for services cashlessly from retailers and service companies (hereinafter "Merchants") in Austria and abroad at terminals bearing the VISA symbol shown on the MoneyToGift Card (hereinafter "POS terminals"). By using the MoneyToGift Card at the POS terminal and entering the personal code, the Cardholder irrevocably instructs M2P to pay the invoiced amount to the respective Merchant. M2P accepts these instructions as of now. Depending on the Merchant's technical standard, the Cardholder's signature can also replace the entry of the personal code.
- to pay for deliveries and services from distance selling Merchants (such as telephone or internet) by providing the MoneyToGift Card details. By providing the MoneyToGift Card details to the Merchant, the Cardholder irrevocably instructs M2P to pay the invoiced amount to the Merchant. M2P accepts these instructions as of now.
- to perform any other service made available to it according to its rules and conditions.

The MoneyToGift Card is at the time of purchase at an internet merchant automatically enrolled for secure payment, 3DSecure (Verified by Visa). The mailing of a one-time-password might happen at the time of purchase to the Cardholder's mobile phone number. This one-time-password is to be used for purchasing goods and services at internet merchants during the payment (check out) process.

1.2 MoneyToEGift

The Cardholder is authorised to use the MoneyToEGift Card:

- to pay for deliveries and services from distance selling Merchants (such as telephone or internet) by providing the MoneyToEGift Card details. By providing the MoneyToEGift Card details to the Merchant, the Cardholder irrevocably instructs M2P to pay the invoiced amount to the Merchant. M2P accepts these instructions as of now.

The MoneyToEGift Card is at the time of purchase at an internet merchant automatically enrolled for secure payment, 3DSecure (Verified by Visa). The mailing of a one-time-password might happen at the time of purchase to the cardholder's mobile phone number. This one-time-password is to be used for purchasing goods and services at internet merchants during the payment (check out) process.

2. Limits

Use of the Gift Card is limited to the credit balance respectively available on the Card account (see item III below) and is additionally restricted within this credit by the following limits:

2.1 General Validity

M2P cannot perform payments which exceed the credit balance available on the Card account once accounted for the different fees and charges generated. In this case the transaction shall be refused at payment.

2.2 MoneyToGift

	Cash withdrawals	POS terminal & distance selling
Per day	Not possible	Amount available on the card account

2.3 MoneyToEGift

	Cash withdrawals	POS terminal & distance selling
Per day	Not possible	Amount available on the card account

3. Instructions

If the Cardholder procures services from a Merchant using the Gift Card or the Gift Card details, he/she irrevocably instructs M2P to pay the amount invoiced to the Cardholder by the Merchant. M2P accepts these instructions as of now. The Cardholder agrees to refund the paid amount to M2P without raising any objections resulting from the underlying transaction.

3.1 MoneyToGift

Identification can be provided by signing an invoice form (a sales slip, by entering the personal code and activating the appropriate facility (e.g. pressing the "OK" key on the payment terminal) or by other use of the MoneyToGift Card for the purpose of payment.

The signature on the invoice form must be identical with the signature on the MoneyToGift Card. A different signature by the Cardholder shall not affect the Cardholder's liability for performing his/her obligations under the MoneyToGift Card. Use of the personal code is akin to placement of the signature.

4. Price of the Services

	MoneyToGift Card	MoneyToEGift Card
Card Issuing Fee on the web (valid for a period of 24 months)	EUR 3,-	EUR 0,-
Card Replacement Fee	EUR 0,-	n/a
Expired Card Balance Maintenance Fee	EUR 1,- per month	EUR 1,- per month
Balance Transfer Fee, when open balance is transferred more than 12 months after expiration of the GIFT Card	EUR 5,-	EUR 5,-
Foreign Currency Fee (other than EURO)	1,5%	1,5%
Fee for personal code reprint by postal	EUR 4,5	n/a
Fee for personal code reprint by sms	EUR 2,5	n/a
Maximum loadable Amount	EUR 150,-	EUR 150,-
Minimum Loading amount	EUR 10,-	EUR 10,-

4.1 Expenses on reimbursing the funds stored on the Reloadable Card

During the term and after the expiry date of the Gift Card, the holder may request full reimbursement of the funds stored on the Gift Card. All reimbursement expenses shall be generated and become payable after requesting such reimbursement in cash.

When there are Gift Card's initiated payment transactions whose amount has not yet been charged against the funds stored on the Gift Card, M2P may delay the reimbursement of the funds until the debt is cleared. The contracting party shall pay expenses for reimbursing the funds on the Gift Card. However, these expenses cannot be incurred if the reimbursement of the funds is requested after the expiry date of the Gift Card without the renewal of its term or during the following 12 months.

4.2 Other expenses

In particular, the Cardholder may incur in postage expenses on the communications which M2P sends them as part of the agreed contractual relations and related services, according to the official postal rates in force at any time, unless any modification is notified or the Contract is terminated, or this is expressly prohibited by law.

Unless otherwise indicated by the Cardholder, he/she accept that said mailings shall include advertising or commercial information provided that there is no increase in the amount of the expense incurred in consequence.

III. Card Account

1. Credit balance on the card account

M2P shall keep an account for the Cardholder for each Gift Card (hereinafter "Card account") to which the Cardholder can pay amounts in Euro by transfer. The initial payment must amount to at least EUR 10 and may not exceed a maximum of EUR 150. M2P does not accept cash payments. According to Anti Money Laundering standards, the accumulated balance of the Gift Cards in possession of one cardholder may not exceed EUR 10,000. Transfers as a result of which the Gift Card's credit balance exceeds this maximum amount are fully returned to the source account.

M2P can cancel credit entries made to the Card account due to an error on its part anytime. In other cases, M2P will only cancel the credit entry if the ineffectiveness of the transfer instruction has been clearly proven. The right to cancel shall not be eliminated by any balancing of the Card account in the meantime. Where the right to cancel is recognised, M2P may deny disposal over the credited amounts.

The credit balance on the Gift Card account does not accrue interest.

The Cardholder can only dispose over the credit balance by means of use of the Gift Card described in item II.1 - except to terminate the Gift Card Contract.

The first (initial) charging of the Card account must be performed via EPS payment. The M2P website is available for this purpose: www.moneytopay.at

The Card account cannot be recharged, nor can amounts be credited to the Card account without a corresponding debit.

2. Debits to the Reloadable Card account

All the amounts payable to M2P by the Cardholder in connection with the Gift Card are immediately debited to the Card account. This shall apply in particular to payments (of goods or services) made with the Gift Card and for the fees payable by the Cardholder.

In the case of cashless payments to POS terminals in foreign currencies, the respective amount is converted to Euro as follows:

- at the fixed exchange rate in the case of national currency units fixed to the Euro;
- in the case of currencies of countries that are not members of the European Economic Area: at the daily selling rate of VISA Europe.

The conversion rates (reference exchange rate) can be queried from the VISA Europe website: www.visaeurope.com. The day that shall be taken into account for the conversion shall be the day on which the Cardholder performs the purchase.

An agreed currency conversion fee shall be charged for Card transactions where the Gift Card is used outside of the European Union and/or the merchant company is located outside the European Union, but also for foreign currency transactions (i.e. transactions that are not denominated in Euro) within the European Union.

3. Account keeping fees

M2P will not charge any fees for the Gift Card's period of validity connected to the Card account. If the Cardholder does not clear and close the Card account, M2P is authorised to charge an Expired Card Balance Maintenance Fee of EUR 1 per month. After the Gift Card expires, the Cardholder may clear any credit balance remaining on the Card account for free and also to close the Card account. 12 months after the expiry of the Card a Balance Transfer Fee of EUR 5 shall be charged for the transfer.

4. Information on Card account movements

All information regarding movements on the Card account and all payments made via the Card account can be retrieved from the M2P website by the Cardholder, who must provide his/her Gift Card details at www.moneytopay.at.

The Cardholder will be able to see his/her credit balance, details of payment (such as date and amount) and the payee.

M2P advises to check the credit balance for its correctness after every transaction and to store or print the query results.

IV. Gift Card Order and provision

1. Authorisation and general conditions for ordering the Gift Card

The customer must comply with the following conditions to apply for a Gift Card:

- In order to order/purchase the Gift Card, the Cardholder must be at least 18 years old.
- The customer shall not be a US citizen.
- The customer must provide his or her Austrian home address for shipping the Gift Card.

2. Passing on the Gift Card

The Gift Card/the Card account is not connected to the applying customer and may be passed on before the first use to another person, who must be at least 18 years old, according to the conditions set out in this Contract, provided full compliance with Anti Money Laundering provisions set out in clause III. 1. of this Contract. The Cardholder has to legally hand over all rights and duties out of this contract to the recipient of the gift card.

In this case, the Cardholder has to take care that the personal code is passed on to the receiving person and also that the receiving person signs the Gift Card on its back immediately.

A further passing on of an already signed Gift Card is not allowed.

As long as M2P has not been informed about passing on the Gift Card to another person (either via Call Center or on the Website) the cardholder who ordered the Card is still seen as Cardholder and therefore responsible in terms of this contract. Information needed for this report is the card number, the mobile phone number and the address of the recipient.

3. Ordering the Gift Card

The Gift Card can only be ordered electronically via the internet on the M2P website.

M2P reserves its right to reject the issuance of a Gift Card. In this case, M2P shall restore the Cardholder with those fees in which he/she has already incurred.

4. Validity of the Gift Card

The Gift Card shall be valid until the end of the term marked on it.

As long as the Contract is valid, M2P is entitled to reasonably request return of the Gift Card and to provide the Cardholder with a new Gift Card.

After expiry of the Gift Card the Cardholder is responsible for the secure destruction of the Card.

5. Provision of the Gift Card

5.1 MoneyToGift

M2P will send the MoneyToGift Card to the Cardholder by regular mail. To this end, M2P is authorised to send the MoneyToGift Card and the personal code to the last address provided by the Cardholder.

The personal code is chosen by the Cardholder at the time of the purchase of the Gift Card and can be recalled at the internet site www.moneytopay.at. The personal code is not sent in plain text but encoded and will be visualised on the website of M2P (www.moneytopay.at) with the corresponding Card details.

The MoneyToGift Card remains property of M2P. The Cardholder is required to sign the MoneyToGift Card immediately upon receipt in the field designated for this purpose. In case of passing on the Gift Card the Cardholder has to take care that the personal code is passed on to the receiving person and also that the receiving person signs the Gift Card on its back immediately.

The Cardholder is required to notify M2P immediately if he/she does not receive the MoneyToGift Card within 3 weeks of his/her order.

5.2 MoneyToEGift

M2P shall inform the Cardholder of the MoneyToEGift Card number on the M2P website (www.moneytopay.at) after the order procedure is confirmed by M2P.

Expiry date and Card Verification Value (hereinafter, "CVV2") of the MoneyToEGift Card will be sent via SMS to the mobile phone number of the Cardholder given at the time of purchase.

V. Term and termination of contract

1. Term of contract

The Gift Card Contract shall be concluded for an indefinite period upon receipt of the Gift Card by the Cardholder.

2. Termination of the contract

2.1 Termination by the Cardholder

The Cardholder may terminate the Contract at any time. Once the Cardholder has given notice of termination of the Contract to M2P, M2P shall terminate the Contract within a maximum period of 24 hours.

2.2 Termination by M2P

M2P may terminate the Contract in accordance with the following:

- By giving prior written notice 2 months in advance of the date on which the termination is effective.
- With immediate effect, provided always that the Cardholder had breached his/her obligations under the Contract and M2P gives the Cardholder prompt notice of the termination.

2.3 Consequences of termination

In case of termination of the Contract, M2P and the Cardholder agree as follows:

- Any outstanding obligations on the part of the Cardholder as of the date of termination shall not be affected by such termination and the Cardholder shall remain liable vis-à-vis M2P;
- Any credit balance remaining on the Card account at the end of the day on which the termination is effective and after settlement of all amounts due, shall be transferred, upon request of the Cardholder to M2P (via regular mail, email to info@moneytopay.at or via Call Center), to an account in the Cardholder's name at a bank located in Austria. M2P shall not be obliged and will not offer any cash refunds.

When the termination of the contract becomes effective the Cardholder has to either return the card to M2P or securely destroy the Card and delete the Card details.

VI. Due diligence requirements of the Cardholder and liability

1. Careful safekeeping of the Reloadable Card and the personal code

When using the Gift Card and after receipt of the Gift Card, the Cardholder shall take all reasonable measures to keep the personal code, Gift Card details, and the Gift Card safe from unauthorised access. The Cardholder is also obliged to keep the Gift Card safe in his/her best interest. Keeping the Gift Card in a parked car, in particular, is not considered keeping the Gift Card safe.

2. Keeping the personal code confidential

The personal code must be kept secret. The code may not be written down on the Gift Card and may not be stored together with the Gift Card. The personal code may not be disclosed to anybody, especially not to members of the family nor to employees of M2P. When using the personal code, care must be taken to ensure that it cannot be seen by third parties.

The personal code is chosen by the Cardholder at the time of purchasing the Gift Card and can be accessed and recalled on the website of M2P (www.moneytopay.at).

3. Deactivation and other reports

In the event of loss, theft, fraudulent or other unauthorised use of the Gift Card, the Cardholder shall request deactivation of the Gift Card immediately or as soon as he/she becomes aware of such loss, theft, or inappropriate use as agreed in item VIII below. If the Gift Card goes missing (e.g. loss or theft), the Cardholder must also file a report with the responsible authority and submit the original or a copy thereof to M2P upon request.

If the Cardholder's Card account is debited due to the unauthorised or the incorrect implementation of a payment process, the Cardholder shall be entitled to obtain a correction by M2P if he/she advises M2P immediately after establishing an unauthorised or incorrectly implemented payment process, but no later than 13 months after the day of the debit. The time limits shall not apply if M2P fails to communicate to the Cardholder or to give the Cardholder access to the information regarding the payment process. This provision shall not exclude any of the Cardholder's other rights to correction.

The Cardholder shall notify M2P under +43 (0)820 400037 immediately of any loss, theft, improper use or other unauthorised use of the Gift Card as soon as he/she becomes aware of such loss, theft, or inappropriate use and to request deactivation of the Gift Card in so doing.

If the Card goes missing (e.g. loss or theft), the Cardholder must also file a report with the responsible authority and submit the original or a copy thereof to M2P upon request.

Once the Gift Card has been deactivated, M2P will ask the Cardholder whether he/she wishes a new Gift Card. In an affirmative case, a new Gift Card is issued and immediately sent to the Cardholder.

In addition, the Cardholder is entitled to have his Gift Card deactivated at any time and for any reason at +43 (0)820 – 400037. Phone assistance hours: from Monday to Friday, from 8 a.m. to 22.00 p.m.

Deactivating the Gift Card is free of charge for the Cardholder.

The new Gift Card might have a different PAN.

4. Changing the contact data

The Cardholder shall notify M2P under +43 (0)820 - 400037 without undue delay of any changes to his/her name, address and other contact data (in particular email address). If the Cardholder fails to notify such changes, written statements of M2P shall be deemed received if they are sent to the address most recently indicated to M2P by the Cardholder (including email address).

5. Objections arising from the underlying transaction

Differences in opinion and reciprocal claims arising from the legal relationship between the Cardholder and his/her contractual partner relating to deliveries and services for which cashless payment was made by the Cardholder using the Gift Card shall be resolved directly with the contractual partner. This shall apply specifically to disputes regarding the invoiced amount.

M2P accepts no liability for the Contract-compliant handling of the underlying transaction by the contractual partner.

6. Improper use of POS-Terminals (only MoneyToGift)

If a POS terminal made available to make cashless payments is used incorrectly, by entering an incorrect code for instance, the Gift Card may be retained and made unusable by the employees of the Merchant.

If the Customer enters an incorrect personal code several times, the MoneyToGift Card may be blocked for security reasons. In order to unblock the MoneyToGift Card, the Cardholder is required to contact M2P via Call Center and identify himself/herself.

VII. Responsibilities

In the event of any unauthorised or incorrect payment transaction, M2P will be answerable for the return of that amount, unless that payment transaction has been authenticated, accurately recorded and entered in the accounts, and has not been directly affected by a technical failure or any other relevant defect. Amounts actually recovered or already paid will be credited to the payee's payment account of the Card.

In no case shall M2P be responsible for returning the amount of any unauthorised or incorrectly executed payment orders, nor shall the responsibility limits established in the preceding paragraph be applicable if the contracting party or holder has acted fraudulently or breached deliberately or through gross negligence the conditions established in this Contract.

In limited cases, a technical failure may occur before the arrival of the payment order at M2P and transactions may not be carried out. The respective payment transaction may therefore not be processed and the respective payment may not happen.

VIII. Card deactivation

1. Card deactivation by Cardholder

The Cardholder can authorise deactivation of a Gift Card anytime via Call Center at the deactivation hotline dedicated to this purpose, the telephone number of which M2P has provided to the Cardholder and that is available on the M2P website, www.moneytopay.at. Deactivation will become effective immediately upon receipt of instructions for deactivation.

When the Gift Card is blocked at M2P the Cardnumber of the Card, the Name of the Cardholder and the Cardholders date of birth have to be given.

2. Card deactivation by M2P

M2P is authorised to deactivate the Gift Card without consulting the Cardholder, if

- objective reasons relating to the security of the Gift Card or the systems that can be used with the Gift Card justify this;
- non-authorised or fraudulent use of the Gift Card is suspected.

In this case the Cardholder shall be entitled to require a new Gift Card from M2P if the reasons for deactivating the Gift Card are no longer fulfilled or never have been fulfilled.

IX. Considerations and compensation of expenses

M2P will propose changes to the fees agreed to the Cardholder two months prior to the proposed date of entry into force at the latest. The Cardholder's consent to these changes shall be deemed given, unless M2P receives an objection from the Cardholder (via regular mail, via email to info@moneytopay.at or via Call Center) prior to the proposed time at which such changes enter into force. M2P will point this out in the amendment proposal, which M2P is required to present to the Cardholder, and in which the extent of the change must be shown. The Cardholder shall have the right to terminate the Contract free of charge until the point in time at which the change takes effect without having to give notice. M2P shall also point this out in the amendment proposal.

Any agreement with the Cardholder related to a change to fees in the manner agreed above must not exceed the development of the national consumer price index 2010 published by Statistics Austria and is permitted only once per calendar year. The adjustment shall amount to the annual average of the inflation rates of the respectively preceding year. The fee resulting from the adjustment shall be commercially rounded to the nearest full cent.

If a fee adjustment resulting from the development of the consumer price index was not offered to the Cardholder in a given year, this adjustment can be offered to the Cardholder later, having effect for the future.

X. Changes to these conditions

M2P will offer changes to these conditions to the Cardholder at the latest two months prior to the proposed time of their entry into force, pointing out the provisions affected. The Cardholder's consent shall be deemed given, unless M2P receives an objection from the Cardholder (via regular mail, via email to info@moneytopay.at or via Call Center) prior to the proposed time at which such changes enter into force. M2P shall point this out to the Cardholder in the amendment proposal. In addition, M2P will provide via email the Cardholder (to the last address known to M2P) with a link to the provisions of the conditions affected by the change, as well as to the complete version of the new conditions on its website. M2P shall also point this out in the amendment proposal. The Cardholder who qualifies as a consumer pursuant to the Austrian Consumer Protection Act must be notified of the amendment proposal. In business relations with an entrepreneur, it shall suffice to keep the envisaged amendment available for retrieval in a manner agreed with the entrepreneur.

In the event of any such intended change to the conditions, any Cardholder who qualifies as a consumer shall be entitled to terminate the Contract for payment services without notice and free of charge prior to the amendment taking effect.

XI. Place of Performance, Applicable Law

The place of performance for both parties shall be the offices of M2P. Austrian law shall govern all legal relationships between the Cardholder and M2P (under exclusion of collision-legal provisions and the agreement of the United Nations regarding contracts of international goods purchase). The legal venue shall be Vienna.

Differences and/or complaints regarding M2P can be submitted to the following address:

- CaixaBank Electronic Money, EDE, S.L., (MoneyToPay, M2P): Gran Via de Carles III, 89-98, Torre Est, Planta 1, 08028 Barcelona, Spain

It is also possible to contact:

- The Austrian Financial Market Authority (FMA): Otto-Wagner-Platz 5, 1090 Vienna,; or
- The Joint Conciliation Board of the Austrian Banking Industry ("*Schlichtungsstelle der österreichischen Kreditwirtschaft*"): Wiedner Hauptstraße 63, 1045 Vienna.

Claimants may also decide to pursue their claims against M2P before the regular courts.

For Arbitrations regarding account maintenance or payment services regular courts are responsible, Austrian law applies.

XII. Processing of personal data and electronic commercial communications

As stated in point 4 below, Spanish Data Protection Law of 13 December 1999, on Personal Data Protection, which is based on the European Parliament and Council Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, shall govern the processing of personal data and electronic commercial communications.

1. Processing of Personal Data

The Cardholder's personal data and, where appropriate, of those who sign this Contract on their behalf, shall be entered in files belonging to M2P for their processing in compliance with this Contract and to verify the correctness of the operation, with M2P being able to store this data until all the actions under the Contract have been fulfilled.

2. Exercising rights of access, rectification, cancellation and opposition

The Cardholder may always exercise their rights of access, rectification and cancellation with respect to the data, and oppose its processing under the Law, in accordance with sections 15-17 of Spanish Data Protection Law and sections 26-28 of Austrian Data Protection Law (DSG). To exercise these rights it must contact M2P via email to info@moneytopay.at

3. Communication of data to authorities or official bodies in other countries

It is also hereby informed that credit institutions, other payments services providers and electronic money institutions, as well as related payment systems and technology service providers to which the data is transferred for transactions, may be obliged by State legislation wherever they are located, or by State agreements, to provide information on transactions to authorities or official bodies in other countries, located either within or outside the European Union, as part of the fight against financing terrorism and serious types of organised crime and the prevention of money laundering.

4. Applicable Law

Spanish law shall govern the processing of personal data and electronic commercial communications.