

I. General Information about MoneyToPay and the Voucher Card

This document and its content is used to inform the Cardholder about the relevant conditions regarding Caixabank Electronic Money, E.D.E., S.L. (hereinafter, "MoneyToPay" or "M2P") and the offered products (hereinafter "Voucher Cards") in compliance with the Austrian Zahlungsdienstegesetz (ZaDiG).

Contact Date of the Card Issuer

Caixabank Electronic Money, EDE, S.L., Caleruega, 102. 28033 Madrid. SPAIN
Telephone: +43 (0) 820-400037 (Call center, Monday to Friday 8 a.m. to 10 p.m.)
Internet: <http://www.moneytopay.at>
eMail: info@moneytopay.at

Contact Data of the Sales Agents

Contact Data of the Sales Agents of the Voucher Card can be retrieved on the Website www.moneytopay.at/gutscheinkarte.

Authority and business segment

Moneytopay is an e-money institute founded in Barcelona at sept.7. 2012, authorised by the Ministry of Economics and Finance and under legal supervision of the Spanish National Bank. M2P is listed in the register of payment institutes with the number 1172 and 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 Caixabank Electronic Money, E.D.E., S.L. (hereinafter "Money2Pay" or "M2P") acts as the Issuer and contracting party of the M2P card (hereinafter the "Card" or the "Voucher Card"). The respective point of sale is an institute of Erste Bank und Sparkasse (hereinafter the "Agent") and acts as an Agent on behalf of M2P. All terms and conditions established herein include all information which, prior to contracting the Card, is provided to the contracting party (hereinafter "Cardholder") under applicable law. Once accepted by the contracting party, said terms and conditions shall constitute the contract terms and conditions applicable to the non-rechargeable prepaid card contracted.

The conditions for the Voucher Card are concluded solely in German; communication on the Voucher Card shall solely be undertaken in German.

The Cardholder is entitled to receive, on request, the contractual terms of the framework contract as well as the information and conditions on paper or via e-mail at any time during the contractual relationship.

Any communication between M2P and the Cardholder takes place in writing. With the Cardholder's consent, M2P and/or the Agent communicate via e-mail or phone.

II. Conditions for purchasing and using the Voucher Card, limits, payments and prices

1. Voucher Card use options, limits and payments

1.1 Load amount

The Voucher Card can be loaded once, with a EURO amount of between EUR 10.00 and EUR 150.00 to be freely chosen by the Cardholder.

1.2. Use Options

The Cardholder is authorised to use the Voucher Card

- and the personal code to pay for services cashlessly from retailers and service companies (hereinafter "Merchants") listed on the Website (www.moneytopay.at/gutscheinkarte).
- and the personal code at POS terminals. by using the Voucher 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. A validation of the purchase with Cardholder's signature is not possible.

The Voucher Card shall solely be used in Austria.

The Voucher Card shall solely be loaded in Euro. The currency of the transactions resp the amount of the payment shall solely be denominated in Euro.

The list of Merchants mentioned above is amended from time to time. M2P or its agents have limited influence whether a merchant accepts the Voucher Card in the future. Therefore, the Cardholder has no right to request that a Merchant is not deleted from the list mentioned above.

1.3 General Validity

The cashless payments authorised by using the Voucher Card are triggered by the payment recipient. M2P ensures that, after the time of receipt, the amount of the payment transaction will be received by the beneficiary's payment service provider no later than by the end of the following banking day

The 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
- Mail Orders & Telephone Orders (MOTO)
- eCommerce (transactions via internet)
- Cash Withdrawal at an ATM (Bankomatbehebungen)

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

Recurrent payments or the payment of instalments are not possible with Voucher Card.

With a Voucher Card credit transactions (Gutschriften), reversals (Storno) and adjustments (Berichtigungen) are only possible if there is a corresponding transaction directly related to a previous transaction to such Cards.

2. Limits

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

	POS Terminal Purchase	Cash withdrawals
Per day	Amount available on the card account	Not possible

2.1 General Validity

M2P cannot perform payments that exceed the credit balance available on the card account. In this case the transaction shall be refused at payment.

3. Instructions

If the Cardholder procures services from a Merchant using the Voucher Card, 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.

Identification can solely be provided by entering the personal code and activating the appropriate facility (e.g. pressing the "OK" key on the payment terminal).

4. Fees

Type of fee	Voucher Card
Card Issuing Fee ("Entgelt Kartenanlage bei Aktivierung, einmalig")	EUR 0,-
Card Replacement Fee („Aufwandersatz bei Kartennachbestellung defekter Karte und Kartenablauf")	EUR 5,-
Balance recovery Fee („Gebühr für Saldorückerstattung")	EUR 5,-
Expired Card Balance Maintenance Fee („Kontoführungsgebühr nach Ablauf der Karte")	EUR 1,- per month.

II. Card Account for the Voucher Card

1. Credit balance on the card account of the Voucher Card

M2P shall keep an account for the Cardholder for each Voucher Card which the Cardholder has to charge once at the time of the card purchase. The payment must amount to at least EUR 10.00 and may not exceed a maximum of EUR 150.00.

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

The Cardholder can only dispose over the credit balance by means of use of the Voucher Card described in item II.1.

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

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. Where the right to cancel is recognised, M2P may deny disposal over the credited amounts.

2. Debits to the Card account

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

3. Account keeping fees

M2P will not charge any fees for the Voucher Card period of validity connected to the Card account. If the Cardholder does not clear and close the account, M2P is authorised to charge an Expired Card Balance Maintenance Fee („Kontoführungsgebühr nach Ablauf der Karte“) of EUR 1,- per month until the card's balance is less than EUR 1,-.

4. Information on Card account movements

All information regarding movements on the Card account and all payments made via the account can be retrieved from the M2P website (“www.moneytopay.at/gutscheinkarte”) or from selected self service banking devices of the Agent by the Cardholder

III. Purchase of the Voucher Card

1. Authorisation and general conditions for purchasing the Voucher Card

The Cardholder must comply with the following conditions to apply for a Voucher Card:

- In order to purchase the Voucher Card, the Cardholder must be at least 18 years of age.
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1.1 Passing on the Voucher Card to Others

The Voucher Card may be passed on once to another person to dispose of the balance of the Card account according to the conditions of this contract.

This person must either be at 18 years of age or needs as approval signed by its legal guardian(s). This person is also covered by the term “Cardholder”.

In this case the applying Cardholder has to take care that the personal code is also passed on to the receiving person.

2. Points of sale for the Voucher Card

Purchase of the Voucher Card takes place solely at branches of Erste Bank und Sparkasse that are authorised as Agents.

A list of Agents may be found at the M2P website “www.moneytopay.at/gutscheinkarte”.

The Voucher Card will be handed over by the Agent to the applying Cardholder at the time of the purchase. There is no way to receive the Card by mail services. The standard personal code for the Card is enclosed in the packaging.

3. Expiry of the Voucher Card

The Voucher Card is valid until the end of the term marked on it.

The Voucher Card is not to be used after the given expiration date on the card. It is possible to transfer the money from this card to a new card.

As long as the Voucher Card contract is valid, M2P is entitled to request return of the Voucher Card for good cause and to provide the Cardholder with a new Voucher Card.

IV. Term and termination of contract

1. Term of contract

The Voucher Card contract shall be concluded till the given expiration date on the card upon delivery of the Voucher Card by the Cardholder.

V. Due diligence requirements of the Cardholder and liability

1. Careful safekeeping of the Card and the personal code

When using the Voucher Card and after purchasing it, the Cardholder shall take all reasonable measures to keep the personal code card details, and the Card safe from unauthorised access. The Cardholder is also obliged to keep the Card safe in his/her best interest.

Important Information: The Card can be used in the same manner as cash. Therefore an unauthorised third party (a thief for example) may use the found or stolen Card without any further security measures for payments. For that reason the Cardholder must keep the Card as safe as he/she keeps their cash. Even in the case of unauthorised usage of the Card (e.g. card is lost stolen or misused in any other way) it is not possible to block the card or prevent its usage. M2P and the respective Agents cannot be held responsible for any misuse of the Card.

2. Keeping the personal code confidential

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

3. Haftung

Due to the fact that the Card is sold and used anonymously there is no way to proof the authorisation of the cardholder for single transactions by M2P. It is seen as confirmed that § 34 sub-paragraph 3 ("proof of an authorisation"/"Nachweis der Autorisierung") as well as § 44 sub-paragraphs 1 and 2 ("reliability for non-authorised payments"/"Haftung für nicht autorisierte Zahlungsvorgänge") of the Zahlungsdienstegesetz (ZaDiG) are not applicable. M2P therefore will not be responsible for the loss, theft or misuse nor any not by the cardholder authorised usage of the card or card-data.

Due to the fact that the Voucher Card is sold and used anonymously, M2P shall not provide or make available a reference enabling the payment service user to identify the payment transaction, the amount of the payment transaction, any charges or, in the case of several payment transactions of the same kind made to the same payee, information on the total amount and charges for those payment transactions.

4. Objections arising from the underlying transaction

Differences in opinion and reciprocal claims arising from the legal relationship between the Cardholder and the Merchant relating to deliveries and services for which cashless payment was made by the Cardholder using the 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.

5. Improper use of a cash withdrawal or of a POS terminal provided to make cashless payments

If the Cardholder uses an incorrect personal code three times in a row when making payment, the card will be blocked for reasons of security. The Cardholder then has to contact the Call Center of M2P to clarify further course of action.

VI. Blocking the Voucher Card

1. Blocking the Voucher Card by the Cardholder

Due to the fact that the Card is sold and used anonymously there is no way to proof the authorisation of the cardholder for single transactions by M2P. It is seen as confirmed that § 35 sub-paragraph 1 figure 2 and 3, § 36 sub-paragraph 2 as well as § 44 sub-paragraph 3 of the Zahlungsdienstegesetz (ZaDiG) referent to Card blocking, complaint and reliability after complaining are not applicable. In particular, the Voucher Card cannot be blocked.

2. Card deactivation by M2P

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

- objective reasons relating to the security of the Card or the systems that can be used with the Card justify this.

In this case, the Cardholder shall contact M2P as mentioned in "Conditions for the Voucher Card".

VII. 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, i.e. on April 1 or July 1 of a given year on the M2P website "www.moneytopay.at/gutscheinkarte". The Cardholder's consent to these changes shall be deemed given, unless M2P receives a written objection from the Cardholder prior to the proposed time at which such changes enter into force. The most recent version of those conditions can be accessed on the M2P website "www.moneytopay.at/gutscheinkarte".

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 ("Verbraucherpreisindex") 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.

VIII. 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 on the M2P website "www.moneytopay.at/gutscheinkarte". The Cardholder's consent shall be deemed given, unless M2P receives a written objection from the Cardholder 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 publish a comparison of the provisions of the conditions affected by the change, as well as the complete version of the new conditions on its website and provide this comparison to the Cardholder at the latter's request. M2P shall also point this out in the amendment proposal. The Cardholder who qualifies as a consumer 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 master agreement for payment services without notice and free of charge prior to the amendment taking effect.

IX. Place of Performance, Applicable Law

The place of performance for both parties shall be the offices of M2P. All legal relationships – including pre-contractual relationships – between the Cardholder and M2P shall be governed by Austrian law (to the exclusion of its conflict-of-law provisions and of the United Nations Convention on Contracts for the International Sale of Goods).

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

- CaixaBank Electronic Money, EDE, S.L. (MoneyToPay, M2P): © Caixabank Electronic Money, EDE, S.L. Caleruega, 102. 28033 Madrid. SPAIN

The Cardholder is also entitled to contact the following institutions:

- Servicio de Reclamaciones del Banco de España
C/Alcalá 48. 28014 Madrid
- Austrian Financial Market Authority (FMA),
Otto-Wagner-Platz 5, 1090 Vienna, or
- Joint Conciliation Board of the Austrian Banking Industry,
Wiedner Hauptstraße 63, 1045 Vienna, Austria

The Cardholder may also submit his or her claims against M2P to a court of law.

Any disputes arising in connection with the keeping of the card or with the payment services shall be settled by the courts of law by applying Austrian law.

The place of jurisdiction of M2P shall be Vienna (Austria). In the case of actions against consumers, this shall only apply if the Consumer also has his or her place of residence, habitual abode or place of employment there (sec. 14 of the Austrian Consumer Protection Act).

