

## GENERAL TERMS AND CONDITIONS OF BUSINESS FOR DINERS CLUB CREDIT CARDS OF AIRPLUS AIR TRAVEL CARD VERTRIEBSGESELLSCHAFT M.B.H.

These General Terms and Conditions of Business (GTC) regulate the contractual relationship between AirPlus Air Travel Card Vertriebsgesellschaft m.b.H. (APC) and the holders of Diners Club credit cards issued by AirPlus Air Travel Card Vertriebsgesellschaft m.b.H. (Card).

### A – The Card

#### 1. Card Types

1.1. Following an application for a private primary card, APC shall issue a private primary card which only bears the name of the applicant (holder of a private primary card).

1.2. Following an application for an add-on card, APC shall issue an add-on card to a private primary card which bears only the name of the applicant (holder of an add-on card).

1.3. Following an application for a company card, APC shall issue a company card which bears the name of the applicant as well as, if agreed upon in the master agreement entered into with the company, also that of the company which the Cardholder works for (holder of a company card).

1.4. The term Card as used herein shall encompass private primary cards, add-on cards, and company cards.

1.5. The term Cardholder as used herein shall encompass the holders of private primary cards, the holders of add-on cards, and the holders of company cards.

#### 2. Card Application

An application for a primary private card shall be signed by the applicant. An application for an add-on card shall be signed by the applicant/holder of the private primary card and by the person filing the application for the add-on card. Add-on cards for minors may only be issued with the permission of a parent or legal guardian. An application for a company card shall be signed by both the applicant and by the authorized representative(s) of the company filing the application.

#### 3. Conclusion of Contract

3.1. APC shall be under no obligation to accept an application or to give any reasons for denying an application.

3.2. Delivery of the Card to the applicant shall give rise to a contract with an unlimited duration between the applicant and APC. The Card, and in the case of the holder of the private primary card, the Card and additionally, by separate mail, the personal identification number (PIN), shall be delivered to the Cardholder at the address specified in the application.

3.3. Consent given by the holder of a private primary card to the issuance of an add-on card shall authorize the holder of the add-on card to request his own PIN.

3.4. With the written consent of the company, the holders of company cards shall be entitled to apply for a PIN using the respective form available from APC.

3.5. The Cardholder may apply for a change of the PIN by using a form available from APC.

3.6. The provisions of these GTC shall apply to all persons having signed the card application.

3.7. The Card which is delivered to the Cardholder shall remain the property of APC.

#### 4. Validity Period

The Card shall be replaced automatically in due time before expiration of the validity period indicated on the Card unless it has been blocked or cancelled or other important reasons pursuant to Section 8.1. hereof have arisen.

### 5. Use of the Card for Receiving Goods and Services from Partner Companies

5.1. The Cardholder shall be entitled to receive goods and services obtainable through ordinary business transactions from partner companies in the Diners Club credit card organization throughout the world without cash payment. This may be done by presenting the Card and signing an appropriate voucher or, if provided for by the partner company (e.g. mail, telephone, or Internet orders), by providing the card data without presenting the Card or signing a voucher or, in case of machines designated for such purpose, by inserting the Card into the respective slot without signing a voucher.

5.2. If requested by the partner company, the Cardholder shall present a photo identification.

5.3. The Cardholder shall be entitled to agree on a spending limit with APC.

5.4. The Cardholder shall not be entitled to accept cash refunds from partner companies for goods and services purchased with the Card. Without exception, all refunds shall be made through credit to the account (Section 14.) of the Cardholder.

### 6. Use of the Card for Cash Withdrawals

6.1. The Cardholder shall be entitled to withdraw cash up to the limit agreed upon with APC for a specified period of time from automatic teller machines by using the Card and personal identification number; and/or from authorized cash dispensing points by using the Card and signing a voucher. APC shall charge a cash-withdrawal charge (Section 50.) calculated on the basis of the amount withdrawn.

6.2. The maximum amounts which can be withdrawn vary depending on the country and/or automatic teller machine and/or cash dispensing point operators.

6.3. If the Cardholder is underage, cash withdrawals shall be limited to EUR 400.00 within a period of seven days.

6.4. If the Cardholder feeds an incorrect PIN into an automatic teller machine three times, the Card may be retracted by the automatic teller machine for security reasons.

### 7. Conditions for Using the Card

7.1. The Cardholder shall be entitled to use the Card only if

7.1.1. he is able to fulfill his payment obligations arising from the use of the Card pursuant to Section 21. hereof in a timely manner;

7.1.2. the Card is valid;

7.1.3. he complies with the due diligence provisions provided for by these GTC; and

7.1.4. the contractual relationship is valid.

### 8. Blocking Cards

8.1. APC shall be entitled to block a Card if objective reasons justify this in connection with the security of the Card, or if there is suspicion of an unauthorized or fraudulent use of the Card or in case of a considerably higher risk that the Cardholder might not be able to meet his payment obligations.

8.2. APC shall be obligated to block a Card upon the request of the respective Cardholder.

8.3. APC shall be entitled to report the numbers of blocked Cards to partner companies.

8.4. If the Card is blocked for reasons within the sphere of responsibility of the Cardholder, a blocking fee pursuant to Section 50. shall be charged and included in the account statement following the blocking of the Card.

8.5. APC shall inform the Cardholder about the blocking of his Card and, to the extent permitted by law, also about the reasons for blocking it, if possible prior to or at the latest immediately after the Card has been blocked, unless the Card was blocked at the request of the Cardholder.

8.6. The Card may be retracted following its blocking, after expiration of the validity period, or upon termination of the contract. In such cases all partner companies shall be entitled to collect Cards on behalf of APC.

### B – The Payment Instruction

#### 9. Payment Instruction

Through use of the Card (Section 5./Section 6.), the Cardholder irrevocably instructs APC to pay the amount invoiced by the partner company to the Cardholder, to the partner company. APC has acknowledged acceptance of these instructions by the act of issuing the Card.

#### 10. Signature

The signature given when concluding the underlying transaction and/or the signature on the voucher and/or the signature given at the cash dispensing point shall be identical with the signature on the card application and at the back of the Card.

### C – The Underlying Transaction

#### 11. Defaults Regarding the Underlying Transaction

Defaults occurring in the course of the contractual relationship between the partner company and the Cardholder (underlying transaction) shall have no effect on the performance obligations of the Cardholder toward APC for services rendered by APC or the invoicing of such services (Section 21.). Rather, the Cardholder is obligated to settle such claims and other complaints directly with the partner company.

#### 12. Payment Instructions without Specified Amount

In the case of payment instructions by the Cardholder which do not include a specified amount, the Cardholder shall be entitled to request a refund of the entire amount within eight weeks of delivery of the account statement if the amount charged exceeds the amount that the Cardholder could have reasonably expected in line with his previous spending pattern, the terms and provisions of these GTC,

and the respective circumstances of the individual case (e.g. reimbursement of costs for refueling a rental car after having returned the car). The Cardholder shall file his request in writing and give the reasons for requesting a refund. APC shall either refund the entire amount or reject the application and give the reasons for such rejection within ten business days.

### **13. Entrepreneurs**

The provision of Section 12. shall not apply to contractual relationships between an entrepreneur within the meaning of Section 1 of the Austrian Consumer Protection Act and APC.

## **D – Settlement of Accounts**

### **14. Card Account – Account Statement**

14.1. APC maintains a card account for the Cardholder. This account is used to settle liabilities of the Cardholder to APC and to record payments made by the Cardholder as well as credits arising from the contractual relationship.

14.2. The settlement of all card purchases and of all fees, charges, and interest to be paid by the Cardholder is conducted in euros through monthly account statements which contain a reference for each transaction to be settled, including the transaction date, the amount in euros, the date of receipt and, in case of transactions in foreign currencies (Section 15.), also the foreign currency amount and the exchange rate applied.

14.3. The date of receipt of the payment instruction shall be the time at which the Cardholder's payment instruction was received by APC.

### **15. Transactions in Foreign Currencies**

15.1. For credit card transactions conducted by the Cardholder outside the European Union as well as in a non-euro currency, APC shall be entitled to charge a processing fee in compliance with Section 50. hereof, unless legally this currency is on an equal footing with the euro for the purpose of international transactions.

15.2. APC shall convert foreign currency amounts into euros by using the exchange rates valid at the date of receipt at APC which are available at the homepage [www.dinersclub.at](http://www.dinersclub.at).

### **16. Transactions without Payment Instruction – Transactions Deviating from the Payment Instruction**

If transactions which are not based on any payment instruction by the Cardholder or which deviate from the payment instruction made by the Cardholder are shown in the account statement, the Cardholder shall only be entitled to obtain a correction of the account statement if he informs APC accordingly in writing and without delay, however, no later than within 13 months of delivery of the account statement. This time period shall be void if the information mentioned under Section 14. and Section 15. hereof was not accessible or provided to the Cardholder.

### **17. Entrepreneurs**

In the case of contractual relationships between an entrepreneur within the meaning of Section 1 of the Austrian Consumer Protection Act and APC the period of 13 months laid down in Section 16. hereof shall be replaced by a period of one month.

### **18. Account Balance**

The Cardholder is considered to have acknowledged both the basis for and the amount of the monthly account balance unless he objects in writing within 30 days after delivery of the invoice, or within eight weeks in case of payment instructions without specified amount (Section 12.), or within 13 months (consumers) and/or one month (entrepreneurs, Section 17.) in case of transactions without payment instruction or deviating from the payment instruction (Section 16.). In the account statement, APC specifically informs the Cardholder of these periods, the starting date of these periods, and the consequences of particular actions taken by him. If the Cardholder is able to furnish satisfactory proof to APC immediately upon his return that he was not present at the time of delivery and for more than 10 days thereafter without interruption, the periods shall commence on his return.

### **19. Annual Fee**

The annual fee agreed upon with the Cardholder shall be charged once a year, namely in the month the Card was first issued and then, in subsequent years, in the month following the month of its first issuance.

### **20. Requesting Documentation and Account Statements**

If so requested by the Cardholder, APC shall transmit to the Cardholder documentation of partner companies concerning a particular transaction and/or account statements relating to previous invoicing periods. Unless these documents are requested in the course of a justified complaint on the part of the Cardholder, a fee pursuant to Section 50. hereof shall be charged.

### **21. Payment Obligation – Extension of Due Date for Payment**

21.1. The Cardholder undertakes to pay the outstanding balance (Section 18.) within the time period indicated in the account statement. Such period shall be between eight and 21 days, depending on the card type selected. Such term of

payment may be extended by ten days each against payment of an annual fee for extending due date (Section 50.). The time period printed on the account statement shall take into account any extension of the due date for payment agreed.

21.2. APC reserves the right, but shall not be obligated, to allow overruns up to a maximum of 90 % of the account balance (Section 18.) at a borrowing rate specified in Section 50. hereof in excess of the payment period indicated. This applies to the holder of a private primary card (regarding the private primary card and the add-on card(s) issued for his private primary card) and/or the holder of the add-on card. Interest shall begin to accrue from the day following the expiration of the time period allowed for payment as indicated in the respective account statement. Interest shall be calculated for each day, capitalized, and charged each month at the date of the account statement for a period commencing one day after the date of the previous account statement and ending on the date of the subsequent account statement. Payments received by the Cardholder shall always be credited towards the oldest debt.

21.3. If the Cardholder fails to meet his payment obligations in time, the following shall be valid:

21.3.1. APC shall be entitled to charge interest on arrears according to Section 50. Interest shall begin to accrue from the day following the expiration of the time period allowed for payment as indicated in the respective account statement. Interest shall be calculated for each day, capitalized, and charged each month at the date of the account statement for a period commencing one day after the date of the previous account statement and ending on the date of the subsequent account statement. Payments received by the Cardholder shall always be credited towards the oldest debt.

21.3.2. If bank debiting has been refused, return charges as defined in Section 50. shall be invoiced in addition to any bank charges that might accrue.

21.3.3. APC shall be entitled to enlist the collection services of a third party authorized to perform such work and/or to retain a lawyer.

21.3.4. APC shall be entitled to have reimbursed its reminder charges, as specified in Section 50. hereof, incurred per letter sent to the Cardholder, as well as its collection charges and attorney fees necessary for reasonable collection activities and legal action. The admissible amount of the collection charges results from the maximum amounts set forth in Regulation Federal Law Gazette 1996/141 (as amended from time to time).

21.4. APC shall inform the holder of a private primary card (regarding the private primary card and the add-on card(s) issued for his private primary card) and/or the holder of the add-on card without delay in case that an overrun as specified in Section 21.2. is not granted.

## **E – Due Diligence Obligations**

### **22. Upon Receipt of the Card**

The Cardholder is obligated, immediately upon receipt of the Card,

22.1. to verify his data on the Card and to notify APC of any printing errors on the Card. If the name of the Cardholder is misprinted on the Card, this shall have no influence on the contractual relationship between the Cardholder and APC.

22.2. to sign the Card in the relevant field in the same manner as on the card application.

### **23. No Transferability**

The Card is not transferable and may only be used by the person designated as the Cardholder on the Card.

### **24. Safekeeping the Card**

24.1. The Cardholder is obligated to keep his Card and card number in a safe place.

24.2. Non-coded transmission of card data through public data networks (e.g. the Internet) shall, under no circumstances, qualify as safekeeping.

24.3. The Cardholder shall further be obligated to refrain from any other ways of handling the Card which bear the risk of the Card or the card data being stolen or misused by an unauthorized third party.

### **25. Duty to Report Unauthorized Use of Card**

The Cardholder is obligated to inform APC in writing without delay as soon as he obtains knowledge of any abusive or non-authorized use of the Card or of card data.

### **26. Loss or Theft of the Card**

When the Card has been lost or stolen, the Cardholder undertakes to notify APC without any delay.

### **27. Upon receipt of the PIN**

The Cardholder undertakes

27.1. to keep the PIN secret and refrain from disclosing it to any third party except APC, this being also applicable to any reports about theft or loss of the Card;

27.2. not to record the PIN in writing or in any other way accessible to third parties;

27.3. to ensure, when using the PIN, that no third party is observing the transaction;

27.4. to apply for a new PIN and/or have the PIN deleted at APC without any delay if there is justified suspicion that a third party has learned the Cardholder's PIN.

## **F – Liability**

### **28. Liability of the Cardholder**

#### **28.1. Until Receipt of Blocking Notice**

Up to APC's receipt of the blocking notice sent by the Cardholder, the latter shall be liable for unauthorized credit card transactions

28.1.1. up to EUR 150.00 in case of a violation of his due diligence obligations through slight negligence.

28.1.2. up to the amount of the damage caused in case of a violation of his due diligence obligations through gross negligence, at the most.

28.1.3. In the cases of Sections 28.1.1. and 28.1.2. any contributory negligence on the part of APC shall be taken into consideration after being appropriately evaluated.

28.1.4. Moreover, the Cardholder shall be liable for the total damage caused in case of an intentional violation of his due diligence obligations and/or fraudulent intent. In that case any contributory negligence on the part of APC shall be excluded.

#### **28.2. After Receipt of Blocking Notice**

After APC's receipt of the blocking notice sent by the Cardholder, the latter shall no longer be liable for unauthorized credit card transactions provided that the Cardholder did not participate in such unauthorized credit card transactions with fraudulent intent.

#### **28.3. Blocking of the Card Instigated by APC**

The receipt of the blocking notice sent by the Cardholder shall be placed on the same level as any blocking of the Card instigated by APC at an earlier date.

## **29. Liability of APC**

### **29.1. No Payment Instruction**

If a card transaction is not based on a payment instruction issued by the Cardholder, APC shall, without delay, refund the Cardholder for the amount charged. If the card account has already been debited, the balance shall be restored to the amount that would have existed on the account if it had not been debited with such amount. In case the balance shown on the account statement has already been settled, the amount charged for a card transaction without payment instruction shall be refunded. Any claims of the Cardholder in excess thereof shall be upheld.

### **29.2. Refusal to Accept the Card – Defect at a Partner Company**

29.2.1. If a partner company refuses to accept the Card, APC shall only be liable for any damage caused thereby if the refusal to accept the Card was caused by any misconduct on the part of APC.

29.2.2. APC does not guarantee the availability and functioning of automatic teller machines and is not liable for any damage caused by defective automatic teller machines provided that there is no misconduct on the part of APC.

### **29.3. Limitation of Liability**

APC shall be strictly liable for damage caused intentionally or by gross negligence as well as for damage to persons. In case of damage caused by APC through slight negligence, liability for pure financial loss, consequential damage, and profits lost shall be excluded.

## **G – Add-on Cards – Company Cards**

### **30. Add-on Cards**

30.1. If add-on cards are issued in addition to the private primary card, the holder of the private primary card and the holder of the add-on card shall be liable jointly and severally for all obligations arising from the add-on cards.

30.2. For add-on cards, statements made by the holder of the private primary card shall take precedence in the event of contradictory statements by various card users.

### **31. Company Cards**

#### **31.1. Company Cards with Company Liability**

The company shall be jointly and severally liable with the holder of the company card for all obligations arising from company cards.

31.1.1. Upon the institution of insolvency proceedings against the assets of the company becoming final, the holder of the company card shall be released from his liability for the transactions effected with the company card, the settlement of which has been agreed by and between the company and APC, vis-à-vis APC provided that the holder of the company card would have to be reimbursed for such transactions by the company on the basis of the legal relationship existing between them.

31.1.2. Upon the institution of insolvency proceedings against the assets of the company becoming final, the holder of the company card shall be released from his liability for the transactions effected with the company card, the settlement of which has been agreed by and between holder of the company card and APC, vis-à-vis APC provided that the holder of the company card would have to be reimbursed for such transactions by the company on the basis of the legal relationship existing between them and provided that the holder of the company card

objects to the account balance after the company becomes insolvent, however not later than 60 days after delivery of the statement specifying such transactions. The holder of the company card shall be obligated to make available to APC, without delay, any and all documents concerning such transactions and to furnish any information that is necessary and that is possible for him to provide. In the account statement, APC shall point out to the holder of the company card the period, the beginning of this period, and the consequences of his actions.

#### **31.2. Company Cards without Company Liability**

The holder of a company card shall be solely liable for all obligations arising from such company card.

31.2.1. Upon the institution of insolvency proceedings against the assets of the company becoming final, the holder of the company card shall be released from his liability for the transactions effected with the company card and charged to the holder of the company card vis-à-vis APC provided that the holder of the company card would have to be reimbursed for such transactions by the company on the basis of the legal relationship existing between them and provided that the holder of the company card objects to the account balance after the company becomes insolvent, however not later than 60 days after delivery of the statement specifying such transactions. By raising such objection the Cardholder's claim for compensation shall be assigned to APC for collection. APC accepts such assignment as of now. The holder of the company card shall be obligated to make available to APC, without delay, any and all documents concerning such assigned claim and to furnish any information that is necessary and that is possible for him to provide. In the account statement, APC shall point out to the holder of the company card the period, the beginning of this period and the consequences of his actions.

31.3. Instituting insolvency proceedings against the assets of the company with final effect shall be placed on the same level as a dismissal of a petition in insolvency for insufficiency of assets with final effect.

## **H – Security**

32. APC shall be entitled at any time to request appropriate security or increase in such security for liabilities arising from the contractual relationship even if these liabilities are conditional, limited, or not yet due and payable.

## **I – Contract Termination**

### **33. Termination by Cardholder**

33.1. Subject to a one-month notice period, the Cardholder shall be entitled to terminate the contractual relationship with APC at any time in writing without providing any reasons therefor.

33.1.1. If an add-on card has been issued, the holder of the private primary card may terminate the contract regarding the private primary card and/or the add-on card, and the holder of the add-on card may terminate the contract regarding the add-on card.

33.1.2. The contract relating to a company card may be terminated both by the company and the holder of the company card.

33.1.3. In the event of any changes in these GTC (with the exception of Sections 47, 48., 49.) the Cardholder shall be entitled to terminate the contract at no cost and without notice before the changed GTC become effective.

### **34. Termination by APC**

Subject to a two-month notice period, APC may terminate the contract with the Cardholder at any time in writing without providing any reasons therefor.

### **35. Consequences of Contract Termination**

35.1. The Cardholder is obligated to cut the Card in pieces and return this destroyed Card to APC within 14 days after termination of the contract. If the Cardholder fails to do so and if the validity period indicated on the Card is a later date than the date of contract termination, APC shall have the right to charge a blocking fee in accordance with Section 50.

35.2. If the Cardholder has entered into a continuing obligation, for example a subscription agreement paid by the Card and concluded with a partner company of a Diners Club credit card organization, the Cardholder shall notify the partner company immediately of the termination of the contract with APC. Regardless of whether the Cardholder performs this obligation, he shall also pay all services invoiced by a partner company upon termination of the contract to APC, as specified in Section 21. hereof.

35.3. In the event of an overrun as specified in Section 21.2 hereof, all outstanding amounts shall become due upon termination when the next monthly balance is presented.

35.4. If the contract is terminated, any annual fee charged in advance will be reimbursed on a pro-rata basis; any annual fee charged in retrospect will be charged on a pro-rata basis.

### 36. Termination of Contract without Notice

The Cardholder and APC reserve the right to terminate the contract without notice for good cause.

### J – Consent to Data Transmission

37. The Cardholder expressly authorizes APC to transmit all data made available to APC in the application as well as his creditworthiness data (amount of liabilities, payment history, reminder levels, etc.) to the bank in which he has his account, as well as the small loan register and warning list kept with the Kreditschutzverband von 1870. The purpose of this transmission is to determine the Cardholder's creditworthiness and payment discipline, as well as to execute any direct debit order given by the Cardholder to meet the payment obligations arising from Section 21. hereof; furthermore, the purpose is the storage, collection, and transmission of these data by the recipient to banks, leasing companies, other financial institutions, and insurance companies to safeguard their interests as creditor protectors.

38. APC is a bank under the provisions of the Austrian Banking Act and is therefore subject to all relevant legal regulations, in particular banking secrecy. For the cases of data transmission stated in Section 37. hereof, including the transmission of creditworthiness data by the Cardholder's bank to APC, the Cardholder shall explicitly release APC and his bank from banking secrecy obligations.

39. If the transmission of data under 37. hereof is not required for the purpose of APC performing contractual obligations toward the Cardholder, the latter may revoke, at any time, his approval to transmit data.

### K – Hotel Reservations

40. If a hotel reservation involving the credit card number is cancelled free of charge, the Cardholder shall ensure that a written confirmation (cancellation code) is issued.

### L – General Information

#### 41. Delivery of Account Statements and Other Information

41.1. Monthly account statements shall be considered legally delivered to the Cardholder when notification of the availability of the account statement has been made to the e-mail address most recently indicated (if not available, by postal delivery to the address most recently notified). Upon the Cardholder's revocable request, printed account statements may be delivered by post even if the Cardholder has an e-mail address, in which case a statement mailing fee (as specified in Section 50.) will apply.

41.2. All other information provided by APC to the Cardholder shall be delivered either to the Cardholder's e-mail or postal address of which APC has most recently been notified.

#### 42. Correspondence

Any correspondence with the Cardholder shall be in German; also the GTC and any changes of the GTC shall be written in German.

#### 43. Changes in Personal Data

The Cardholder is obligated to notify APC without delay of any changes in his personal data (e.g. name, address, e-mail address, employer, bank account) in writing. If the Cardholder fails to notify APC of a change in (e-mail) address, all mail sent to the previously known (e-mail) address shall be considered legally delivered.

#### 44. Investigations for Obtaining an Address

If delivery problems occur, APC reserves the right to carry out investigations with a view to obtaining the address (against payment of a fee, as set forth in Section 50. hereof, for each attempted investigation). This shall not affect the validity of a completed delivery.

#### 45. Modification of these GTC, Fees, Charges, Interest Rates

45.1. APC shall be entitled to modify these GTC, the fees, charges, and interest rates listed in Section 50. hereof.

45.2. Interest rates may be changed without prior notification of the Cardholder.

45.3. The Cardholder shall be notified in writing of all such changes. The changes may also be announced by informing the Cardholder that amended GTC and/or fee rates, charges, interest rates are applicable, and that they can be forwarded free of charge or downloaded from the Internet at [www.dinersclub.at](http://www.dinersclub.at).

45.4. The changes shall be deemed accepted by the Cardholder unless the latter contests them in writing within two months following service or notification that the changes may now be requested or downloaded. In the notification, APC shall draw the Cardholder's attention to the two-month period, the beginning of this period, and the consequences of his actions. If, in case of non-observance of the time limit, the Cardholder can furnish satisfactory proof to APC immediately

upon his return that he was not present at the time of delivery and for more than ten days thereafter without interruption, the two-month period shall commence from his return. An objection raised within the two-month period shall entitle APC to terminate the contract with immediate effect. For the duration of the contract the Cardholder has the opportunity at any time to request these GTC from APC and/or to download them at [www.dinersclub.at](http://www.dinersclub.at).

#### 46. Applicable Law – Jurisdiction

Austrian law shall be applicable with the exception of conflict-of-law rules. Application of the UNCITRAL Sales Convention shall be precluded. The place of performance shall be Vienna. For contracts not concluded with consumers as defined by Section 1 of the Austrian Consumer Protection Act, Vienna, 1st district, shall be the agreed-upon sole place of jurisdiction.

In actions brought against consumers, the courts at the defendant's domicile, ordinary residence, or the place of the Cardholder's employment shall have jurisdiction.

### M – Company Details – Supervising Authority – Arbitration and Grievance Office

#### 47. Company Details

AirPlus Air Travel Card Vertriebsgesellschaft m.b.H.  
Rainergasse 1, 1041 Vienna, Austria  
Phone (+43 1) 50 135-14, Fax (+43 1) 50 135-111  
E-mail: [kundendienst@dinersclub.at](mailto:kundendienst@dinersclub.at)  
Homepage: [www.dinersclub.at](http://www.dinersclub.at)  
Corporate seat: Vienna, commercial register court:  
Commercial Court of Vienna  
Registered at the commercial register under file number:  
FN 92415f, DVR: 0496511

#### 48. Competent Supervising Authority

Financial Market Authority (FMA)  
Otto-Wagner-Platz 5  
1090 Vienna, Austria  
Phone (+43 1) 24 959-0, Fax (+43 1) 24 959-5499  
Homepage: [www.fma.gv.at](http://www.fma.gv.at)

#### 49. Arbitration Body

FIN-NET arbitration board  
Gemeinsame Schlichtungsstelle der Österreichischen Kreditwirtschaft  
Wiedner Hauptstraße 63  
1045 Vienna, Austria  
Phone (+43 1) 505 42 98, Fax (+43 1) 505 44 74  
E-mail: [office@bankenschlichtung.at](mailto:office@bankenschlichtung.at)  
Homepage: [www.bankenschlichtung.at](http://www.bankenschlichtung.at)

### N – Fees, Charges, Interest Rates

#### 50. Fees, Charges, Interest Rates (in Alphabetical Order)

Annual fee:	as specified in the card application
Blocking fee:	EUR 35.00
Borrowing rate for overruns:	12.5 % p.a.
Cash withdrawal charge:	3 % of the amount withdrawn (at least EUR 4.00)
Default interest:	15 % p.a.
Fee for extension of due date for payment:	EUR 10.00 p.a.
Fee for the provision of previous statements:	EUR 3.00 for each statement
Fee to request vouchers:	EUR 3.00 for each voucher
Investigation fee for obtaining address:	EUR 10.00
Mailing fee:	EUR 2.00
Processing fee:	1.5 %
Reminder charges:	1st reminder: EUR 20.00 2nd reminder: EUR 40.00 3rd reminder: EUR 60.00
Return charges:	EUR 15.00

**The English translation of these General Terms and Conditions of Business is for convenience. Only the German text is binding.**