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Termination

Interchange may cease to operate the Interchange Applications and reserves the right to terminate your access and use of any part of the Interchange Applications or any Service at any time without notice for any reason subject to the rights you have under these TOU.

Contact

If you have any questions or concerns about material which appears on the Website, please contact service@interchange.co.at



Terms of Use of Purchase of Travel Money/Online Ordering

The internet ordering service (the "Service") is provided in Austria by Interchange Austria GmbH, Stephansplatz 9, 1010 Wien, FN 261866y.

These TOU apply to the Services, which include an online ordering facility for foreign currency banknotes.

Liability Disclaimer and Limitation

The information services on the Interchange Applications are intended for use by personal or business travelers or by individuals or companies seeking to make payments abroad in foreign currencies, and should not be used for speculation or investment. These information services and other content of the Interchange Applications are not intended to amount to advice on which you should rely. We accept no responsibility or liability which may arise from any reliance on such services by any visitor to the Interchange Applications or by anyone who may be informed of any of its contents. We use reasonable care and skill in providing the service. However, we shall not be liable to you under any circumstances for the following:

1. if we are unable to perform any of our obligations to you due to failure of any technical systems or for any other reasons beyond our reasonable control including, without limitation, war, terrorism, government action, natural disaster, and industrial dispute;
2. for any damage to your computer equipment as a result of using the Interchange Applications or the Service;
3. our changing or deleting content or features of our Interchange Applications in any way, at any time, or
4. for any indirect, special, punitive, incidental or consequential losses, claims or damages of any nature whatsoever (including, but not limited to, loss of profits, loss of savings or loss of use of money), whether foreseeable or unforeseeable, suffered by you or incurred from your use of, or delay, or inability to use the Interchange Applications or the Service, breach or failure of express or implied warranty, breach of contract, misrepresentation, strict liability in tort or otherwise, unless provided by mandatory law.

THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

If you are dissatisfied with any portion of the Interchange Applications, your sole and exclusive remedy is the discontinuation of your use of the Interchange Applications.

Our maximum liability to you in respect of each use of the Service for a currency order shall be limited to a refund of the purchase price of that order. The disclaimers and limitations of liability in these TOU shall not apply to any damages arising from death or personal injury caused by the negligence of Interchange or any of its employees or agents. If you are not to be considered as a "Consumer" under the Consumer Protection Act in no event may any claim be brought under or in connection with these TOU more than one year after a party knows or should have known of the action giving rise to the claim. If any provisions of these TOU,



including any disclaimers and limitations, are found to be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining terms. This provision does not affect your statutory rights to the extent such rights cannot be modified or excluded under applicable law.

Use of the Service

The Service is only available to individuals aged 18 years or over who are accessing the Service from Austria. The Service may only be used to order Travel Money for personal or business travel and not for speculative, investment or any other purposes. By ordering Travel Money from us, you confirm that you have read and understood the TOU and agree to be bound by them and to comply with all applicable laws and regulations to include link to useful information section

The Service is only available for the currencies listed from time to time on the online ordering screen. Orders of foreign currency banknotes are subject to a minimum value of 100 €. All orders are subject to a maximum value of 10,000.00€ per person per day. Product availability may also be subject to further monetary limits and currency exchange restrictions. Customers must comply with all applicable laws and regulations, including those relating to anti-money laundering regulations.

Placing an Order

When you place an order of foreign exchange currency you will have to collect your order from an Interchange store pre-selected by you.

You can order up to 15 days in advance of the pick-up date. Provided we receive and subsequently confirm your order by 1.00 p.m. local time, all orders will be available for pick up at your selected pick up location on the next working day. Please note that store opening hours may vary. For further information, please see section entitled "Collecting Your Money Order" below.

To place an order, follow the instructions on the ordering screen. You are able to correct errors or cancel your order up to the point at which you click on "Submit Binding Order" on the ordering screen. to include link to useful information section

For payment you can choose to pay immediately with your credit card or pay when you pick up your order at the pre-selected Interchange store.

If you choose immediate payment you will be required to pay for the currency ordered at the time of your order using your credit card. The exchange rates we quote are subject to change. Your order will be subject to the exchange rate (as set by us) that appears on the ordering screen at the time we receive your order and that is shown on the confirmation screen and in the confirmation email.*

*Exchange rates quoted in the newspapers are not indicative of exchange rates that the average consumer can secure. The rates published in the newspapers are usually "spot rates" available on amounts of 1 million€ or more transferred electronically between banks.

You must provide the information requested during the ordering process for us to process your order. We reserve the right to request further information from you at any time to enable us to complete your order and/or to comply with regulatory requirements. We will use certain procedures to authenticate each



transaction and may, at any time, decline to process your order or any part thereof for any reason. By placing an order, you confirm that the details contained in the order are correct in all respects.

The system will display a confirmation screen setting out the details of your order. This confirms our receipt of your order. If you have chosen immediate payment, a contract between you and us is formed only when we send you a confirmation email that your credit card payment has been accepted. Please print a copy of the confirmation screen for your records and print or store the confirmation email in a safe place, as it may be your only record of your transaction. If you do not receive a confirmation number and / or email, it is likely that your order has not been received or that your order has not been accepted by Interchange. In this case, please contact our customer services: service@interchange.co.at, department in order to verify this.

Collecting your Travel Money Order

Pick-up is subject to the hours of operation of the Austrian Interchange store location. Details of the store's opening hours will be provided to you at the time of your order and can also be obtained on the Interchange Applications. Please remember to allow sufficient time to make your pick-up before departing.

If you have chosen immediate payment, orders can only be collected by the cardholder from the Interchange store location chosen during ordering. At the time of pick-up, you must produce the order number, the credit card used to make the purchase plus either a valid passport or an official ID for identification purposes. Depending on your order, Interchange reserves the right to ask for further information and identification (such as proof of residential address) in accordance with its anti-money laundering policies. The name on the credit card used to make the purchase must match that of the identification document(s) provided. In order to enable Interchange to comply with anti-money laundering and anti-terror-financing regulations, its legal obligations and its internal risk and fraud policies, Interchange reserves the right to make a copy of your identification document(s) and the card used to make your purchase, at the time of pick-up. Any copies made will be subject to the terms of our privacy policy.

Cancellation Policy

Order details cannot be amended once you have clicked on "Submit Binding Order" on the ordering screen.

Please note that as exchange rates fluctuate daily, you have no right of rescission under the Distance Financial Services Act.

Due to the fluctuation of exchange rates, if we decide to accept a cancellation for any reason we cannot guarantee that you will obtain the same exchange rate at which the order was placed. Further, if we accept a cancellation, we may charge you a cancellation fee in the amount of 10 € which will become due immediately.

In any case we will not be able to refund any applicable card issuer charges. These card issuer charges are separate to any charges made by Interchange and as such, are levied directly by your credit or debit card issuer. For further information, please see section entitled "Charges" below.



If you fail to collect your order from the pre-selected Interchange location within 72 hours of the pick-up time then your order will be marked as “non-collected” and will be treated in the same way as a cancellation in accordance with the paragraphs above.

Interchange shall process all refunds to the card account originally used to purchase your order within 30 days. The date on which the funds reach your card account will be dependent on the processing times of your card issuer. Please note that Interchange will not refund any cash advance charges made by your card issuer.

The provisions of this cancellation policy do not affect your statutory rights

Corrections and Complaints

No changes are allowed once you have clicked "Submit Binding Order" on the ordering screen.

If you have any comments or complaints please contact us by emailing us at service@interchange.co.at or by writing to us at Interchange, Stephansplatz 9, 1010 Vienna – Austria.

Charges

Foreign currency banknotes are sold commission free. The total sum payable by you (except for any charges levied by your credit or debit card issuer) will be shown on the ordering screen. You can pay for orders with most major credit cards registered in your name and with sufficient funds available to cover your order and any applicable fees.

Credit cards may be subject to a cash advance fee by the card issuer, which will be shown separately on your Credit Card statement.

If we accept a cancellation, we may charge you a cancellation fee in the amount of 10 € which will become due immediately.

Third Party Rights

When you place an order for foreign currency we are entering into a contract with you personally. Nothing in these terms will confer any benefit on any third party or any right to enforce these terms.

Personal Information and Payment Security

Check our privacy policy to find out how we collect and use your personal information. All credit card holders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to authorize payment your order will not be accepted.

Alteration of Terms

We may, at any time, with immediate effect, change, suspend or withdraw the Interchange Applications, the Service and these TOU without notice and without liability to you. If we revise these TOU, we will post the revised version on the Interchange Applications. You are expected to review our TOU from time to time to take notice of any changes we make and prior to completing each Travel Money order, as they are binding on you. By using the Interchange Applications or the Service or by placing orders after we have changed these TOU, you will be accepting the changes.



Law and Jurisdiction

Our relationship shall be governed and interpreted in accordance with the laws of Austria with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, (CISG).

The courts of Vienna, Inner City, shall have exclusive jurisdiction for agreements not concluded with consumers in the meaning of Section 1 of the Austrian Consumer Protection Act [KSchG]. For actions of and against consumers, the courts at the domicile, the regular place of abode or the place of employment of you, the User, shall have jurisdiction.

Miscellaneous

These TOU, and Interchange Policies incorporated herein, are the entire agreement between you and Interchange. They supersede any and all prior or contemporaneous agreements between you and Interchange relating to your use of the Interchange Applications or the Services. Interchange may assign these TOU, in whole or in part, at any time. If any part of these TOU is determined to be invalid or unenforceable, it will not impact any other provision of these TOU, all of which will remain in full force and effect. Headings in the TOU are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of Interchange to partially or fully exercise any rights or the waiver of Interchange of any breach of these TOU by you, shall not prevent a subsequent exercise of such right by Interchange or be deemed a waiver by Interchange of any subsequent breach by you of the same or any other term of these TOU. The rights and remedies of Interchange under these TOU and any other applicable agreement between you and Interchange shall be cumulative, and the exercise of any such right or remedy shall not limit Interchange's right to exercise any other right or remedy.

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Information in accordance with Art 5 of to the Federal Act Concerning the Distance Marketing of Consumer Financial Services (Distance Financial Services Act – FernFinG)

Name and address: Interchange Austria GmbH, Stephansplatz 9, 1010 Wien

Main business activity: Foreign Exchange

Company register number: FN 261866y

Competent supervisory authority: Finanzmarktaufsicht (FMA), Otto Wagner-Platz 5, 1090 Wien

Data Processing Registration Number: 2111782