



## GENERAL TERMS AND CONDITIONS

of Interchange (Austria) GmbH

Due to reasons of easier readability the General Terms and Conditions are not gender worded and apply similarly for all genders.

### 1. About Interchange (Austria) GmbH

Interchange (Austria) GmbH (hereinafter: Interchange) is an Austrian company having its legal seat in Stephansplatz 9, 1010 Vienna – Austria, FN 261866 y.

Interchange holds since 2005 a banking license of the Financial Market Authority for the purchase of foreign currencies and traveller's cheques at the counter pursuant to § 1 Abs. 1 Z 22 BWG.

Interchange is one of the major money exchange and bank service providers in Austria and operates branches in Vienna City Centre, in Linz, in Designer Outlet Parndorf, in Salzburg City and as well as several branches at Vienna Airport Schwechat.

### 2. Scope of the General Terms and Conditions

Please read carefully our General Terms and Conditions (hereinafter GTC).

These GTC are applicable for all business transactions with our customers and applicable in all domestic branches of Interchange (Austria) GmbH and are available in our offices and on our website [www.interchangefx.com/at](http://www.interchangefx.com/at).

The provisions defined herein apply to the products and services offered by us in our own name, particularly for money exchange transactions as well as buy-back guarantees.

For all other products and services, which we provide as an agent or as an order processor of third parties, the general terms and conditions of the individual service provider also apply.

### 3. Amendments to the GTC

We regularly update the products and services we offer or these General Terms and Conditions and adapt them to ongoing developments. After amendment of the terms and conditions, we provide a current version in our business premises and on our website [www.interchangefx.com/at](http://www.interchangefx.com/at). You are expected to examine our GTC to pursue any amendments, definitely prior to the conclusion of a transaction. Any changes have no effect on ongoing business.



## 4. Products and Services

### 4.1. Purchase and Sale of Foreign Currencies

Against payment we offer to the customer the purchase and sale of foreign currencies and reserve the right to adjust at any time the choice and availabilities of currencies, to restrict or suspend the trade with certain currencies as well as to limit our services only to purchase or sale. At the same time the selection of denomination, acceptance of coins as well as the restriction on purchase and sale may be extended or limited in relation to foreign currencies. We reserve the right to refuse acceptance of damaged or soiled and expired banknotes irrespective of the currency. Our current offer of foreign currencies is detailed on our website and in our business premises.

The import or export of foreign currencies and/or cash money is subject to specified restrictions in several countries. The customer himself shall be liable for the compliance of the individual country-specific import and export provisions. In this respect we shall not assume any liability.

#### 4.1.1. Payment Possibilities

Customers have the possibility to execute the transaction in cash or with an ATM and credit card (VISA; Master Card), subject to location and availability of POS machines. All credit cards are subject to a validity check and a permission by the card issuer. We reserve the right to request that cardholders present an official photo ID to verify their identity. In the event of card payments, the general terms and conditions of Payone GmbH shall become applicable <https://www.payone.com/DE-de/agb>.

#### 4.1.2. Conditions and Currency Exchange Rates

The current exchange rates as well as payments are detailed in our price schedules in the individual business premises or our website [www.interchangeFX.com/at](http://www.interchangeFX.com/at).

According to free pricing, our exchange rates and fees are calculated with internal and external factors and are determined by location, distribution channel, seasonality and other factors.

Interbank exchange rates refer exclusively to transactions between banks and do not apply for consumers.

#### 4.1.3. Complaints

We would ask you to check immediately the money change amount handed out and the invoice.

#### 4.1.4. Buy Back Guarantee

Up to 50% of the amount paid out in Euros can be bought back and converted to the foreign currency changed initially within 31 days without any additional fees. This buy back guarantee is not transferable to other persons and will only be granted against presentation of the original invoice. We change back only actual tender banknotes in good condition, no coins of a foreign currency. If we stopped in the meantime trading the currency, Buy Back Guarantee is not applicable anymore.



#### 4.1.5. Online Reservation

You can reserve your desired currency online at the current daily exchange rate on our website [www.interchangeFX.com/at](http://www.interchangeFX.com/at) and pick it up on the same day at one of our branches of your choice. The available currencies and further conditions for online reservations can be found on our website [www.interchangeFX.com/at](http://www.interchangeFX.com/at).

#### 4.2. Money Withdrawals with ATM or Credit Card (Cash Advance)

##### 4.2.1. Cash withdrawal at the counter

Cash withdrawals by way of ATM or credit card at one of our counters are subject to charges levied by us. Any expenses prescribed by the card issuer become due in addition to the expenses to be paid to us and will directly be levied by the card issuer. Cash withdrawals using a debit or credit card at one of our counters are processed by Payone GmbH. For further information we refer to the general terms and conditions of Payone GmbH <https://www.payone.com/DE-de/agb>.

##### 4.2.2. Cash withdrawal at the ATM

The ATM's we install are operated by Euronet 360 Finance Limited. For money withdrawals at our ATM machines the general terms and conditions of Euronet 360 Finance Limited apply <https://www.euronetatms.at/>.

#### 4.3. Refunding of VAT (Tax Free)

We are partner of the following VAT refunding providers:

- Global Blue Austria GmbH, Global blue Holdings AB (<https://www.globalblue.com/en/shoppers/how-to-shop-tax-free/destinations/austria>)
- Planet Payment Austria GmbH (<https://www.planetpayment.com/countries/austria>)
- Innova Tax Free (<https://epaytaxfree.com/>)
- Digital Tax Free (<https://digitaltaxfree.com/>)
- Tax Refund S.r.l. (<https://www.taxrefund.it/>)

When processing the VAT refunding the general terms and conditions of the individual provider must be applied.

Should you select the pay-out of the refunding amount in a foreign currency, the General Terms and Conditions of Interchange apply for this money change transaction.

The VAT will be refunded exclusively to the purchaser of the goods and only against presentation of a valid photo ID.

#### 4.4. Western Union Money Transfer

As an agent of Western Union, we process transactions on behalf of and for Western Union, money transfers for you. Money transfers may only be executed for your own account against presentation of a valid photo ID. For money transfers the general terms and conditions of Western Union Payment Services Ireland Limited (WUPSIL) apply. <https://www.westernunion.com/de/de/legal/terms-conditions.html>.



#### 4.5. Purchase of Traveller ' cheques

We buy American Express - Traveller's cheques in major currencies (EUR, USD, GBP, CHF, JPY, CAD, AUD, CNY). We reserve the right to change the selection of currencies we accept. You can find out the current fees for the purchase of traveller's cheques as well as the specific currencies that we currently purchase as traveller's cheques at our offices.

### 5. Customer Due Diligence Requirements

By the Financial Market Anti-Money Laundering Act, Interchange is obliged and authorized to collect and store identification documents and information of the customer within the scope of compliance of its due diligence requirements for the prevention of money laundering and terrorist financing.

Customers may therefore have to submit a declaration before using our products or services as to whether they wish to execute the transaction on their own account or on behalf of a third party.

Further information on customer due diligence requirements you find in the applicable laws (Financial Market Anti-Money Laundering Act, Banking Act; EU RL 2015/847).

We collect and proceed your personal data pursuant to data protection regulations for the compliance of contractual and legal duties as well as with your permission and due to our predominant legitimate interests. For further information, as to how personal data are collected, stored and used by us, we revert to our privacy statement which you will find on our website [www.interchangeafx.com/at](http://www.interchangeafx.com/at) and in every branch. When utilizing the products and services of Interchange, the privacy statement forms part of your contract with Interchange.

### 6. Contact for Customer Enquiries

For questions regarding our products and services, please contact us in writing by email at [service.austria@interchangeafx.com](mailto:service.austria@interchangeafx.com).

### 7. Complaints Procedure

We always endeavour to use transparent and appropriate complaints handling procedures.

You may contact us by E-mail at [service.austria@interchangeafx.com](mailto:service.austria@interchangeafx.com) or by mail addressed to Interchange (Austria) GmbH, Stephansplatz 9, 1010 Vienna, to submit a complaint. We will check your request and will reply within a reasonable period of time.

At the same time the possibility exists to approach Gemeinsame Schlichtungsstelle der österreichischen Kreditwirtschaft (Conciliation Body of the Austrian Banking Sector), Wiedner Hauptstraße 63, 1045 Vienna, in respect of a complaint.



## 8. Applicable Law

### 8.1. Place of Performance

Place of performance for both contractual parties are the business premises of the location of our company, with which the transaction was concluded.

### 8.2. Governing Law

Austrian law applies to the contractual relationship between Interchange and the customer, with the exception of its conflict of laws provision. If you are a consumer and resident in Austria, you can rely on the mandatory provisions of Austrian consumer protection legislation.

### 8.3. Place of jurisdiction

Exclusive place of jurisdiction for contracts, which are not concluded with consumers in terms of § 1 KSchG (Consumer Protection Act) shall be Vienna, City Centre.

## 9. Supervisory Authority

The supervisory authority competent for Interchange is: Finanzmarktaufsicht Österreich (FMA) (Financial Market Authority), Otto-Wagner-Platz 5, 1090 Vienna, as well as: Wirtschaftskammer Österreich (WKO) (Austrian Economic Chamber), Wiedner Hauptstrasse 63, 1040 Vienna.

## 10. Final Provisions

10.1. In the event of fraudulent behaviour, non-cooperation with data provision in relation to AML/KYC procedures, verbal or physical attacks against our employees or also other customers, Interchange reserves the right to refuse the supply of its products and services and/or to issue an immediate house ban.

10.2. We are obliged to withhold counterfeit Euro banknotes and to submit them to the competent authorities.

10.3. These Terms and Conditions, together with all other items incorporated by reference into these Terms and Conditions, constitute the entire agreement between you and us and supersede any prior agreement that may have existed between yourself and Interchange.

10.4. If a provision of these GTC is or becomes ineffective, unlawful or unenforceable, the effectiveness and enforceability of all other provisions of these GTC shall remain unaffected thereby.

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