

# CONDITIONS FOR THE UNITPLUS CARD

#### 1. General; scope of application

Unicredit NV/SA German Branch, c/o Tribes Frankfurt, Baseler Str. 10, 60329 Frankfurt am Main, is a branch of Unicredit NV/SA, a credit institution incorporated under the laws of Belgium, with its registered office at Sq. Victoria Régina 1 3rd Floor 1210 Saint-Josse-ten-Noode, Belgium , registered with Crossroads Bank of Enterprises under number 403.199.30 ("Unicredit" or "Bank"). Unicredit is supervised as a credit institution by the National Bank of Belgium and the European Central Bank. Unicredit provides certain banking and payment services to customers ("Customers", "you", "you"). The Customer accepts the general terms and conditions of Unicredit, consisting of

- GENERAL TERMS AND CONDITIONS OF UNICREDIT
- SPECIAL CONDITIONS FOR DEBIT CARDS
- SPECIAL CONDITIONS FOR DIGITAL WALLETS
- DEPOSIT GUARANTEE FORM
- LIST OF PRICES AND SERVICES
- INFORMATION RELATED TO CHURCH TAX

(together "General Terms and Conditions"). With regard to the investment services the Special Conditions for Portfolio Management Services take precedence. These General Terms and Conditions are provided in the German language, which is the only binding version. A non-binding translation into English will also be available.

The General Terms and Conditions are provided to the Customer in the UnitPlus mobile application (the "App"). By accepting these General Terms and Conditions, the Customer makes an offer to enter into a contract, which Unicredit may accept by sending a separate confirmation message. Your acceptance as a Customer is dependent on a completed and successful money laundering check.

The services are only offered to Customers who are located in Germany or one of the countries listed in the Price and Services List (if indicated at all).

#### 2. Subject of performance

#### 2.1 Main features of the services offered

The subject matter of the service is the provision of a debit card ("Card" or "Debit Card") connected with an investment account held in the name of the Customer ("Investment Account"). Investment Account is provided by Finax, o.c.p., a.s., Bajkalská 19B, 821 01 Bratislava, Slovakia, Company ID: 51 306 727, registered by: Municipal Court in Bratislava III, Section: Sa, file no.: 6713/B (further referred to as "Finax"). Finax is supervised as an investment firm by the National Bank of Slovakia. Finax provides to you portfolio management and trade execution services.

Customers can operate and manage the Card via the end Customer interfaces, i.e. mobile application ("App"). The prerequisite is a smartphone linked to the Customer's Investment Account and the Card that meets the respective minimum smartphone operating software requirements (iOS/Android).



The Card issued by the Bank enables the Customer to make cashless payments for goods and services in online and stationary shops that accept MasterCard cards. The Customer can also use the Card to withdraw cash from ATMs. The Card is issued as a digital card and as a physical card. To authorize payments, security features such as a PIN or mobile transaction number may be required upon request.

The Customer can initiate the card transactions up to the card limit according to Clause 8.

To be able to perform transactions with the Card the Customer has first to create a portfolio and fund the Investment Account.

The Customer creates a portfolio by selecting one predefined investment strategy offered by Finax. The portfolios are composed of a range of shares in investment funds tradable at a stock exchange that is passively managed and reflects an index (Exchange Traded Funds, "ETFs"). To fund the Investment Account the Customer can either create a direct debit in the App or make a direct money transfer to the Investment Account.

After funding the account Finax automatically invests the money into ETFs according to the investment strategy selected by the Customer ("Investment Strategy"). Every time when the Customer funds his Investment Account or sell part of his shares in ETFs, as well as in case one of the ETFs exceeds the threshold of 20%, Finax checks the current allocation of the portfolio and rebalances it. If there is any leftover cash standing in the account, it will get reinvested in a way to bring the portfolio as close as possible to the target asset allocation as defined in the Investment Strategy ("Target Asset Allocation").

When the Customer performs a payment transaction with the Card, Finax recovers the amount of the transaction (i) first by liquidating the cash deposit on the Investment Account (if any), and if it does not cover the transaction amount (ii) by selling the overweight shares in ETFs, and if still required (iii) by selling the remaining shares in ETFs proportionally to the portfolio's Target Asset Allocation.

The Customer can also access the Investment Account directly and (i) sell the appropriate shares of the ETFs, (ii) transfer the cash amount on the Investment Account to an account held by another provider.

The Customer can also access the Investment Account and instruct Finax to sell all shares in the ETFs, transfer all the recovered funds into an account held by another provider and close the Investment Account.

The Customer can find more information about the functioning of the Card and the investment account on the web-site: www.unitplus.com.

The rules for the investment services offered under this Agreement are further set forth in Special Conditions for Custody Services as well as in Special Conditions for Portfolio Management Services provided by Finax.

#### **UnitPlus services**



UnitPlus InnoInvest GmbH, having its seat at Rosenthaler Straße 40/41, 10178 Berlin, Germany, registered with the relevant court at Charlottenburg (Berlin) under HRB 225472 B ("UnitPlus"), provides access to services of the Bank via its mobile application ("App").

UnitPlus will enable safe and secure communication via App and the Customers will be provided with personalised security features for the purpose of authentication. Such security features may include a linked device such as smart phone, a PIN or a password.

To use the App the Client is required to download and access the App, and the Customer will be required to link an electronic device which is technically supported. A list of minimal requirements for electronic devices is available at https://unitplus.com. The Customer agrees to such electronic communication channels and also to receive push notifications via the linked device.

# **UnitPlus Support Center**

All service communication with Customers regarding the services provided by the Bank are carried out by UnitPlus's Support Centre.

All Customers shall have 24/7 access to the self-service Support. This self-service is a service where customers can get answers to all sorts of questions from a profound and easy structured FAQ section. Customers shall also have access through the UnitPlus app and mail support.

Assisted support will be available to customers, at least during business hours, from 9 AM to 6 PM and at least on business weekdays from Monday to Friday. Support availability can be extended. Customers will be informed about such extensions via email or in the App.

If the need arises, contacts by text messages, phone or email will be organised.

Customers who have lost their phone and cannot access the relevant section of the UnitPlus's App may reach the emergency center using the phone number, which he/she finds in the FAQ on the Website. Please note that this channel should only be used if the relevant section of the App is unavailable.

#### 2.2 Right of withdrawal

#### Withdrawal policy

#### Section 1

#### Right of withdrawal

You can revoke your contractual declaration within **14 days without stating any reasons** by means of a clear declaration. The period begins after the conclusion of the contract and after you **have received** the contractual provisions including the General Terms and Conditions as well as **all the information listed below under Section 2**a on a durable medium (e-mail). **To meet the withdrawal deadline, it is sufficient to send the withdrawal in due time** if the declaration is made on a durable data carrier. The revocation is to be addressed to:

Email: contact@unitplus.com



#### Section 2

#### Information required for the start of the withdrawal period

The information referred to in the second sentence of Section 1 shall include the following:

#### **General information**

- the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the withdrawal is to be declared, and the legal consequences of the withdrawal, including information on the amount which the consumer must pay for the service provided in the event of withdrawal, provided that the consumer is obliged to pay compensation for lost value (underlying provision: Section 357a of the German Civil Code);
- 2. the Member States of the European Union whose law the payment service provider uses as a basis for establishing relations with the consumer prior to the conclusion of the contract;
- 3. details regarding payment and performance;
- 4. any specific additional costs to be borne by the consumer for the use of the means of distance communication, where such additional costs are charged by the payment service provider;
- 5. the existence of a guarantee fund or other compensation schemes that do not fall within the scope of either the deposit guarantee schemes established pursuant to Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on Deposit Guarantee Schemes (OJ L 173, 12.6.2014, p. 149; L 212, 18.7.2014, p. 47; L 309, 30. 10.2014, p. 37) nor fall under investor compensation schemes established pursuant to Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor compensation schemes (OJ L 84, 26.3.1997, p. 22);

#### Information on the provision of payment services:

- 6. on the payment service provider
  - (a) the name and address for service of process of its head office and all other addresses, including e-mail address, relevant for communication with the payment the payment service provider;
  - (b) the name and address for service of his agent or branch in the Member State where the payment service is offered;
  - the supervisory authorities responsible for the payment service provider and the register kept by the Federal Financial Supervisory Authority or any other relevant public register in which the payment service provider is registered as authorized, as well as its register number or an equivalent identification used in that register;
- 7. for the use of the payment service
  - (a) a description of the main features of the payment service to be provided;



- (b) information or Customer identifiers necessary for the correct initiation or execution of a payment order;
- the manner of consent to initiation of a payment order or execution of a payment transaction and revocation of a payment order (underlying provisions: Sections 675j and 675p of the Civil Code);
- d) the point in time from which a payment order is deemed to have been received (underlying provision: Section 675n (1) of the Civil Code);
- (e) a point in time specified by the payment service provider close to the end of a business day, upon the expiry of which a payment order of the consumer received after that point in time shall be deemed to have been received on the following business day (underlying provision: Section 675n (1), third sentence, of the Civil Code);
- f) the maximum execution time for the payment services to be provided;
- g) a reference to the possibility of agreeing on maximum amounts for the use of a payment instrument (such as a payment card) (underlying provision: Section 675k (1) of the Civil Code)
- (h) an indication of the consumer's right to request two or more different payment tokens on his card-based payment instrument, where his payment service provider offers this service, and an indication of the consumer's right to be informed in a clear and objective manner by the payment service provider, in good time before signing the contract, of all available payment tokens and their characteristics, including their functioning, cost and security (underlying provision: Article 8 of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions (OJ L 123, 19.5.2015, p. 1), as amended by Delegated Regulation (EU) 2018/72 (OJ L 13, 18.1.2018, p. 1));
- 8. on charges, interest and exchange rates.
  - (a) all charges payable by the consumer to the payment service provider, including those based on how and how often information is required to be provided;
  - (b) a breakdown of those charges;
  - (c) the interest rates and exchange rates used or, if reference interest rates and exchange rates are used, the method for calculating the actual interest and the relevant effective date and index or basis for determining the reference interest rate or exchange rate;
  - d) the immediate taking effect of changes in the reference interest rate or exchange rate based on the agreed reference interest rates or exchange rates without prior notice to the consumer (underlying provision: Section 675g(3) of the Civil Code);
- 9. for communication



- (a) the means of communication the use of which is agreed for the transmission of information and notification obligations, including the technical requirements for the consumer's equipment and software;
- (b) information on how and how often the information by the payment service provider before and during the contractual relationship, before the execution of payment transactions and during individual payment transactions are to be communicated or made available;
- (c) the language or languages in which the contract is to be concluded and in which communication is to take place for the duration of the contractual relationship;
- (d) an indication of the consumer's right to request at any time during the contract period that the contractual terms and conditions and the pre-contractual information on the provision of payment services referred to in this withdrawal notice be provided to him in paper form or on another durable medium;

#### 10. on protective and remedial measures

- (a) a description of how the consumer keeps a payment instrument safe and how the consumer fulfills his obligation to the payment service provider or an entity designated by the payment service provider to report the loss, theft, misuse or other unauthorized use of a payment instrument without undue delay after becoming aware of it (underlying provision: Section 675I(1), second sentence, of the German Civil Code)
- b) a description of the secure procedure for informing the consumer by the payment service provider in the event of suspected or actual fraud or security risks;
- (c) the conditions under which the payment service provider reserves the right to block a Civil Code payment instrument (underlying provision: Section 675k(2) of the Civil Code);
- d) information on the consumer's liability in case of loss, theft, missing or other misuse of the payment instrument, including information on the maximum amount (underlying provision: Section 675v of the Civil Code);
- e) information on the payment service provider's liability in case of unauthorized payment transactions (underlying provision: Section 675u of the Civil Code);
- (f) information on how and within what period the consumer must notify the payment service provider of unauthorized or incorrectly initiated or executed payment transactions (underlying provision: Section 676b of the Civil Code);
- (g) information on the payment service provider's liability in case of non-execution, faulty or delayed initiation or execution of payment transactions and information on the payment service provider's obligation to investigate, upon request, the nonexecuted or faulty payment transaction (underlying provision: Section 675y of the Civil Code);

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- h) the conditions for the consumer's right to a refund in the event of an authorized payment transaction initiated by or through the payee (for example, in the case of SEPA direct debits) (underlying provision: Section 675x of the Civil Code);
- 11. on Changes to the conditions and termination of the payment service framework contract
  - (a) an agreement that the consumer's consent to a change in the contractual conditions shall be deemed to have been given if the consumer has not notified the payment service provider of his refusal before the date on which the changed contractual conditions are to enter into force (underlying provision: Section 675g of the Civil Code);
  - b) the term of the payment service framework contract;
  - c) a reference to the consumer's right to terminate the contract;
  - d) if applicable, a reference to the following agreements relevant to termination:
    - (aa) the agreement of a notice period for the consumer's right to terminate the contract, which shall not exceed one month (underlying provision: Section 675h (1) of the Civil Code),
    - bb) the agreement of the payment service provider's right to terminate the contract subject to a notice period of at least two months, which shall require that the contract is concluded for an indefinite period of time (underlying provision: Section 675h (2) of the Civil Code),
    - the consumer's right to terminate the contract without notice before a change in the contract proposed by the payment service provider takes effect, if the consumer's consent to the change would be deemed to have been given under an agreement in the contract without express refusal, provided that the payment service provider has informed the consumer of the consequences of his silence and of the right to terminate the contract (underlying provision: Section 675g(2) of the Civil Code);
- 12. the contractual clauses on the law applicable to the payment service framework contract or on the competent court;
- 13. a reference to the complaint procedures open to consumers regarding alleged breaches by the payment service provider of its obligations (underlying provisions: Sections 60 to 62 of the Payment Services Supervision Act) and to out-of-court redress procedures open to consumers (underlying provision: Section 14 of the Injunctions Act).

#### Section 3

#### **Consequences of withdrawal**

In the event of an effective withdrawal, **the services received by both parties shall be returned**. If you overdraw your Account without granted overdraft or if you exceed the granted overdraft, we may not demand repayment from you of any costs or interest over and above the amount of the overdraft or excess if we have not properly informed you of the conditions and consequences of the overdraft or excess (e.g. applicable borrowing rate, costs). You shall be obligated to **pay compensation for the value** 



of the service provided up to the time of withdrawal if you were made aware of this legal consequence prior to submitting your contractual declaration and expressly agreed that the performance of the service in return could be commenced before the end of the withdrawal period. If there is an obligation to pay compensation for lost value, this may mean that you still have to fulfill the contractual payment obligations for the period until the revocation. Your right of revocation shall expire prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. This period begins for you with the dispatch of your withdrawal notice, for us with its receipt.

#### End of the withdrawal policy

#### 3. contractual language and communication

- 3.1 The language of contract and communication is German.
- 3.2 Any notices or statements concerning or relating to your contractual relationship with us under these Terms and Conditions should be addressed to us, unless otherwise specified in these Terms and Conditions,

on:

Email: support@unitplus.com

Phone: +49 30 83795115

3.3 For legally effective declarations towards Unicredit, the Bank asks the Customer to use the email address that you used to register the Investment Account.

#### 4. Use of the Card

The Customer identifies himself to the Bank as the card holder authorized to make payment transactions with the Card as the payment authentication instrument.

#### 5. Secrecy of the personalized security features; secure storage of the authentication instrument

The Customer must keep his personalized security features secret and his authentication instrument secure. Personalized security features and authentication instruments must be protected in particular from access by third parties, see SPECIAL CONDITIONS FOR DEBIT CARDS.

#### 6. Charges and payment

Fees for our services and any expenses to be reimbursed by the Customer, if any, are set out in the Bank's list of prices and services, which the Customer can access via the Unicredit or UnitPlus website.

If charges are due, the Bank will calculate them on a monthly basis and collect them from your Account at the end of each month, unless the Customer has been expressly notified otherwise or the price list provides otherwise.

### 7. Costs for mobile telephony and data transfer



Depending on the tariff concluded with your telecommunications provider, you may incur additional costs for data transfer. These are to be borne by you and will be invoiced to you by your telecommunications provider.

#### 8. Card Limit

Payment transactions are only permitted within the limit available on the Card. Payment transactions initiated by the Customer that exceed the available limit on the Card will be rejected.

The card limit available on the Card is calculated in respect of the value of the ETFs on the Customer's investment account. If the value of your ETFs on the investment account decreases the available limit decreases respectively. Each transaction with the Card lowers respectively the available card limit which is restored after the Bank receives funds from your sold ETFs.

You can find more information about setting the Card limit on the FAQ section on the website: www.unitplus.com/faqs

# 9. Notification and information obligations

- 9.1 The Customer is obliged to provide the Bank with his personal data, in particular his name, address, date of birth, telephone number and e-mail address, correctly and to inform the Bank of any changes without delay.
- 9.2 If the Customer discovers the loss or theft of his authentication instrument, his personalized security features or a misuse or otherwise unauthorized use of these, the Customer will notify us immediately. The Customer can find the options for contacting us in the UnitPlus Support Center.

#### 10. Blocking of the card

In the end Customer interfaces, the Customer has the option to block and unblock his card independently at any time. The Customer can report his card as stolen, which will result in his card being permanently blocked and a new card being sent to the Customer. The Customer also has the option of calling the UnitPlus's Customer support to have his card blocked by a UnitPlus employee after successful authentication.

The Bank also reserves the right to block the Card and terminate this Agreement if according to Special Conditions for Custody Services or Special Conditions for Portfolio Management Services of Finax - the investment management agreement is terminated.

# 11. Data protection and banking secrecy

A collection, processing and use of your personal data is carried out in strict compliance with the applicable data protection regulations while maintaining banking secrecy. Details can be found in the Unicredit privacy policy.

#### 12. Applicable law

German law applies to the business relationship between you and Unicredit.



# GENERAL TERMS AND CONDITIONS OF UNICREDIT

- A Basic rules for the relationship between client and Bank
- 1. Scope and amendments of these Terms and Conditions and the special conditions for individual business relations

#### (1) Scope

The General Terms and Conditions apply to the entire business relationship between the Customer ("Customer") and the domestic branches of Unicredit NV/SA ("Bank"). In addition, special terms and conditions apply to individual business relationships (for example, payment transactions and for debit cards), which contain deviations from or additions to these General Terms and Conditions; they are agreed with the Customer when the Account is opened or when an order is placed. If the Customer also maintains business relations with foreign offices, the Bank's lien (No. 14 of these Business Conditions) also secures the claims of these foreign offices.

# (2) Changes in business with Customers who are not consumers

Amendments to these Business Conditions and the Special Conditions shall be offered to the Customer who is not a consumer in text form no later than two months before their proposed date of entry into force. If the Customer who is not a consumer has agreed an electronic communication channel with the Bank within the framework of the business relationship (e.g. via the App), the amendments may also be offered by this channel. In particular, the amendments may be offered by means of a notification in the App or another agreed channel and a copy of the new Terms and Conditions and the Special Terms and Conditions shall be provided to the Customer on request on a durable medium. The Customer, who is not a consumer, may either consent to or reject the changes prior to their proposed effective date. The Customer shall be deemed to have given his consent if he has not given notice of his rejection before the proposed date on which the changes are to take effect. The Bank shall specifically draw the Customer's attention to this approval effect in its offer.

- 2. If the Customer is offered amendments to the terms and conditions of payment services, he may also terminate the payment services framework contract affected by the amendment without notice and free of charge before the proposed date on which the amendments take effect. The bank shall specifically draw the Customer's attention to this right of termination in its offer.
- 3. Banking secrecy and bank information

# (1) Banking secrecy

The bank is obliged to maintain secrecy about all Customer related facts and assessments of which it becomes aware (banking secrecy). The bank may only disclose information about the Customer if this is required by law or if the Customer has consented or if the bank is authorised to provide banking information.

#### (2) Bank information



A bank report contains general statements and comments on the Customer's financial circumstances, creditworthiness and solvency; it does not contain information on the amount of account balances, savings balances, deposits or other assets entrusted to the bank, nor does it contain information on the amount of credit drawn down.

# (3) Conditions for the provision of bank information

The Bank is authorised to provide banking information on legal entities and merchants entered in the Commercial Register, provided that the inquiry relates to their business activities. However, the Bank shall not provide information if it has received instructions to the contrary from the Customer. The Bank shall only provide banking information on other persons, in particular on private Customers and associations, if they have expressly consented thereto in general or in individual cases. Bank information shall only be provided if the enquirer has credibly demonstrated a justified interest in the requested information and there is no reason to assume that the provision of information conflicts with interests of the Customer that are worthy of protection.

### (4) Recipients of bank information

The bank only provides banking information to its own Customers and to other credit institutions for their purposes or those of their Customers.

# 4. Liability of the Bank; contributory negligence of the Customer

#### (1) Principles of liability

In the performance of its obligations, the Bank shall be liable for any fault on the part of its employees and of persons whom it calls in to perform its obligations. Insofar as the special conditions for individual business relationships or other agreements regulate anything to the contrary, these regulations shall take precedence. If the Customer has contributed to the occurrence of a loss through culpable conduct (for example, through breach of the duties to cooperate set out in No. 11 of these Terms and Conditions), the principles of contributory negligence shall determine the extent to which the Bank and the Customer must bear the loss.

### (2) Forwarded orders

If an order is typically executed in such a way that the Bank entrusts a third party with its further execution, the Bank fulfils the order by forwarding it to the third party in its own name (forwarded order). This applies, for example, to the obtaining of banking information from other credit institutions or the safekeeping and administration of securities abroad. In these cases, the Bank's liability is limited to the careful selection and instruction of the third party.

#### (3) Disruption of operation

The Bank shall not be liable for losses caused by force majeure, riots, acts of war or natural disasters or other events for which it is not responsible (e.g. strikes, lock-outs, traffic disruptions, acts of domestic or foreign authorities).

### 5. Limits of the right of set-off of the Customer who is not a consumer

A Customer who is not a consumer may only set off claims against claims of the Bank if his claims are undisputed or have been finally determined by a court of law. This set-off restriction shall not apply to



a claim submitted by the Customer for set-off which has its legal basis in a loan or a financing assistance pursuant to Sections 513, 491 to 512 of the German Civil Code.

#### 6. Right of disposal after the death of the Customer

After the death of the Customer, the person invoking the Customer's legal succession vis-à-vis the Bank must provide the Bank with suitable evidence of his entitlement under inheritance law. If a copy or a certified copy of the testamentary disposition (will, contract of inheritance) together with the relevant opening record is submitted to the Bank, the Bank may regard the person designated therein as the heir or executor of the will as the entitled person, allow him to dispose of the assets and, in particular, make payments to him with discharging effect. This shall not apply if the Bank is aware that the person named therein is not entitled to dispose of the assets (e.g. following contestation or due to the invalidity of the will) or if the Bank has not become aware of this due to negligence.

#### 7. Applicable law and place of jurisdiction for commercial and public law Customers

#### (1) Validity of German law

German law shall apply to the business relationship between the Customer and the Bank.

# (2) Place of jurisdiction for domestic Customers

If the Customer is a merchant and if the business relationship in dispute is attributable to the operation of his commercial business, the Bank may sue such Customer at the court having jurisdiction for the office keeping the Account or at any other court having jurisdiction; the same shall apply to a legal entity under public law and to special funds under public law. The Bank itself may be sued by such Customers only at the court having jurisdiction for the account-keeping office

# (3) Place of jurisdiction for foreign Customers

The agreement on the place of jurisdiction shall also apply to Customers who exercise a comparable commercial activity abroad and to foreign institutions that are comparable with domestic legal entities under public law or with a domestic special fund under public law.

#### B Account management

#### 8. Closure of current accounts (accounts in current Account)

#### (1) Issuance of the financial statements

Unless otherwise agreed, the Bank shall issue a statement of account for a current Account at the end of each calendar quarter; the mutual claims arising during this period (including the Bank's interest and charges) shall be offset. The Bank may charge interest on the balance resulting from the settlement in accordance with Section 12 of these Business Conditions or as otherwise agreed with the Customer.

# (2) Time limit for objections; approval by silence

Objections due to incorrectness or incompleteness of a periodic balance statement must be raised by the Customer no later than six weeks after receipt of the statement; if the objections are raised in text form, it is sufficient to send the objections within the six-week period. Failure to raise objections in good time shall be deemed to constitute approval. The Bank shall make special reference to this



consequence when issuing the periodic balance statement. The Customer may also request a correction of the periodic balance statement after expiry of the deadline but must then prove that his account was wrongly debited or that a credit to which he is entitled was not issued.

#### 9. Reversal and correction postings by the Bank

## (1) Before the closure of the accounts

The Bank may reverse incorrect credit entries on current accounts (e.g. due to an incorrect account number) by means of a debit entry until the next periodic balance statement, provided that the Bank has a repayment claim against the Customer (reversal entry); in this case, the Customer may not object to the debit entry on the grounds that it has already disposed of the amount of the credit entry.

#### (2) After clearance of accounts

If the Bank discovers an incorrect credit entry only after a periodic balance statement has been issued and if it has a repayment claim against the Customer, it shall debit the Customer's Account in the amount of its claim (correction entry). If the Customer objects to the adjusting entry, the Bank shall re-credit the amount to the account and assert its repayment claim separately.

# (3) Information of the Customer; interest calculation

The Bank shall notify the Customer without delay of any reversal or correction entries. With regard to the calculation of interest, the Bank shall make the bookings retroactively to the day on which the incorrect booking was made.

#### 10. Collection orders

#### (1) Issuance of conditional credits upon filing

If the Bank credits the countervalue of cheques and direct debits prior to their encashment, this shall be done subject to their encashment, even if they are payable at the Bank itself. If the Customer submits other documents with the instruction to procure a debt amount from a debtor (e.g. interest coupons) and the Bank issues a credit note for the amount, this shall be subject to the Bank receiving the amount. The reservation applies even if the cheques, direct debits and other papers are payable at the Bank itself. If cheques or direct debits are not honoured or if the Bank does not receive the amount under the collection order, the Bank shall cancel the conditional credit entry. This happens irrespective of whether a periodic balance statement has been issued in the meantime.

#### (2) Encashment of direct debits

Direct debits are deemed to have been honoured if the debit entry is not reversed at the latest on the second bank business day - in the case of SEPA corporate direct debits, not at the latest on the third bank business day) - after it has been made (bank business days are all days except every Saturday, every Sunday, public holiday and days on which the Bank's registered office in Belgium is not open).

#### 11. Foreign currency transactions and risks associated with foreign currency accounts

#### (1) Order execution for foreign currency accounts

Foreign currency accounts of the Customer serve to settle payments to the Customer and dispositions of the Customer in foreign currency on a cashless basis. Disposals of credit balances on foreign currency accounts (for example, by means of transfers to the debit of the foreign currency credit balance) are



processed with the involvement of banks in the home country of the currency if the Bank does not execute them entirely within its own organization.

# (2) Credit entries for foreign currency transactions with the Customer

If the Bank concludes a transaction with the Customer (e.g. a forward exchange transaction) under which it owes the provision of an amount in a foreign currency, it shall discharge its foreign currency obligation by crediting the Customer's Account in that currency, unless otherwise agreed.

### (3) Temporary restriction of performance by the Bank

The Bank's obligation to execute a disposal to the debit of a foreign currency credit balance (paragraph 1) or to fulfil a foreign currency liability (paragraph 2) shall be suspended to the extent and for as long as the Bank is unable to dispose of the currency in which the foreign currency credit balance or liability is denominated, or is only able to do so to a limited extent, due to politically induced measures or events in the country of that currency. To the extent and as long as such measures or events continue, the Bank shall also not be obliged to effect performance at another location outside the country of the currency, in another currency (including in euros) or by acquiring cash. On the other hand, the Bank's obligation to execute a disposal to the debit of a foreign currency credit balance shall not be suspended if the Bank can execute it entirely in-house. The right of the Customer and the Bank to set off mutual claims due in the same currency against each other shall remain unaffected by the above provisions.

# (4) Exchange rate

The exchange rate for foreign currency transactions shall be determined in accordance with the "List of Prices and Services". In the case of payment services, the payment services framework contract shall apply in addition.

# C Duties of the Customer to cooperate

# 12. Cooperation obligations of the Customer

#### (1) Notification of changes

For the proper conduct of business, it is necessary for the Customer to notify the Bank without delay of any changes to his name and address and of the expiry of or amendment to any power of representation granted to the Bank (in particular a power of attorney). This notification obligation also applies if the power of representation is entered in a public register (e.g. the Commercial Register) and its expiry or amendment is entered in this register. In addition, further statutory notification obligations may arise, in particular from the Money Laundering Act.

#### (2) Clarity of orders

Orders must make their content clear beyond doubt. Orders that are not clearly formulated may result in queries, which may lead to delays. Above all, the Customer must ensure the correctness and completeness of his details, in particular the Account Number and Bank Code or IBAN (International Bank Account Number) and BIC (Bank Identifier Code) as well as the currency, when placing orders. Changes, confirmations or repetitions of orders must be marked as such.

#### (3) Special notice in case of urgency of execution of an order

If the Customer deems it necessary to execute an order with particular urgency, he must notify the Bank of this separately. In the case of orders issued on a form, this must be done outside the form.



# (4) Examination of and objections to communications from the Bank

The Customer shall immediately check account statements, income statements, other statements, notifications of the execution of orders as well as information on expected payments and consignments (advices) for correctness and completeness and raise any objections without delay.

#### (5) Notification of the Bank in the event of failure to give notice

If statements of account and securities account statements are not received by the Customer, the Customer must notify the Bank immediately. The obligation to notify the Bank shall also apply in the event of non-receipt of other communications that the Customer expects to receive (securities settlements, account statements following the execution of the Customer's orders or concerning payments that the Customer expects to receive).

#### D Costs of banking services

# 13. Interest, fees and expenses

# (1) Interest and charges in transactions with consumers

The amount of interest and charges for the usual banking services provided by the Bank to consumers, including the amount of payments exceeding the charges agreed for the principal service, are set out in the "List of Prices and Services" (Preis- und Leistungsverzeichnis).

If a consumer makes use of a main service listed therein and no deviating agreement has been made, the interest and charges stated at that time in the price display or list of prices and services shall apply.

An agreement to make a payment by the consumer in excess of the agreed remuneration for the principal service may be concluded by the Bank with the consumer only expressly, even if it is shown in the price display or in the list of prices and services.

Unless otherwise agreed, the statutory provisions shall apply to the remuneration for services not listed in the price schedule or in the list of prices and services which are provided on behalf of the consumer and which, judging by the circumstances, can only be expected to be provided in return for remuneration.

#### (2) Interest and charges in transactions with Customers who are not consumers

The amount of interest and charges for customary banking services provided by the Bank to Customers who are not consumers is set out in the "List of Prices and Services", insofar as the price display and the List of Prices and Services show customary banking services provided to Customers who are not consumers (for example, business Customers).

If a Customer who is not a consumer makes use of a banking service listed therein and no agreement to the contrary has been made, the interest and charges stated in the price display or List of Prices and Services at that time shall apply.

In all other respects, the Bank shall determine the amount of interest and charges at its reasonable discretion (Section 315 of the German Civil Code), provided no other agreement has been made and there are no statutory provisions to the contrary.

#### (3) Non-remunerable service



The Bank will not charge a fee for a service which it is obliged to provide by law or on the basis of an ancillary contractual obligation, or which it performs in its own interest, unless it is permitted by law and charged in accordance with the statutory regulations.

# (4) Change in interest rates; Customer's right of termination in the event of an increase

The change in interest rates for loans with a variable interest rate is made on the basis of the respective loan agreements with the Customer. The Bank shall notify the Customer of any changes in interest rates. In the event of an increase, the Customer may, unless otherwise agreed, terminate the credit agreement affected thereby with immediate effect within six weeks of notification of the change. If the Customer terminates the agreement, the increased interest rates shall not be applied to the terminated credit agreement. The Bank shall allow a reasonable period of time for settlement.

# (5) Changes in charges for services typically used on a permanent basis in transactions with Customers who are not consumers

Changes to charges for banking services which are typically used by the Customer on a permanent basis within the framework of the business relationship (e.g. account management) shall be offered to the Customer who is not a consumer in text form no later than two months before their proposed date of entry into force.

If the Customer who is not a consumer has agreed an electronic communication channel with the Bank as part of the business relationship (e.g. app), the changes may also be offered by this means. The Customer who is not a consumer may either consent to or reject the changes before the proposed date on which they take effect. The Customer shall be deemed to have given his consent if he has not indicated his rejection before the proposed date on which the change is to take effect. The Bank shall specifically draw the Customer's attention to this approval effect in its offer.

If the changes are offered to the Customer who is not a consumer, the Customer may also terminate the contract affected by the change without notice and free of charge before the proposed date of entry into force of the changes. The Bank shall specifically draw the Customer's attention to this right of termination in its offer. If the Customer terminates the contract, the amended fee for the terminated business relationship shall not be applied.

#### (6) Reimbursement of expenses

Any claim by the Bank for reimbursement of expenses shall be governed by the statutory provisions.

# (7) Specificities of consumer loan contracts and payment service contracts with consumers for payments

In the case of consumer loan agreements and payment service agreements with consumers for payments, the interest and the costs (charges and expenses) shall be governed by the respective contractual agreements and special conditions and, in addition, by the statutory provisions.

# E Securities for the Bank's claims against the Customer

#### 14. Creation or enhancement of collateral

#### (1) Entitlement of the Bank to the provision of collateral

The Bank may demand the provision of collateral in accordance with banking law for all claims arising from the banking business relationship, even if the claims are conditional (e.g. claim for reimbursement

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of expenses due to a claim under a guarantee assumed for the Customer). If the Customer has assumed liability vis-à-vis the Bank for the obligations of another Customer of the Bank (e.g. as guarantor), the Bank shall, however, only be entitled to demand the provision or enhancement of collateral in respect of the debt resulting from the assumption of liability from the time at which it becomes due.

## (2) Changes in risk

If, when claims against the Customer arise, the Bank has initially refrained in whole or in part from requiring the provision or enhancement of collateral, it may still require collateralization at a later date. However, the prerequisite for this is that circumstances arise or become known which justify an increased risk assessment of the claims against the Customer. This may be the case in particular if

- the economic circumstances of the Customer have changed adversely or threaten to change, or
- the existing collateral has deteriorated or threatens to deteriorate in value.

The Bank's claim to collateral shall not exist if it has been expressly agreed that the Customer is not required to provide any collateral or is only required to provide collateral specified in detail. In the case of consumer loan agreements, a claim to the provision or enhancement of collateral exists only to the extent that the collateral is specified in the loan agreement. If the net loan amount exceeds 75,000 euros, the claim to the provision or enhancement of collateral shall also exist if the general consumer loan agreement as defined in Section 491 (2) of the German Civil Code contains no or no conclusive information on collateral.

#### (3) Setting a time limit for the provision or enhancement of securities

The Bank shall allow a reasonable period of time for the provision or enhancement of collateral. If the Bank intends to exercise its right of termination without notice pursuant to No. 19 (3) of these Business Conditions if the Customer fails to fulfil its obligation to provide or increase collateral in due time, it shall inform the Customer thereof in advance.

#### 15. Agreement of a lien in favour of the Bank

#### (1) Agreement on the lien

The Customer and the Bank agree that the Bank acquires a lien on the securities and items to which a domestic branch has obtained or will obtain possession in the course of banking business. The Bank also acquires a lien on the claims to which the Customer is entitled or will be entitled in the future against the Bank from the banking business relationship (e.g. account balances).

#### (2) Secured claims

The lien serves to secure all existing, future and conditional claims to which the Bank and all its domestic and foreign offices are entitled against the Customer under the banking business relationship. If the Customer has assumed liability vis-à-vis the Bank for the obligations of another Customer of the Bank (e.g. as guarantor), the lien shall, however, only secure the debt resulting from the assumption of liability as from its maturity.

#### (3) Exceptions to the lien

If funds or other assets come into the power of disposal of the Bank with the proviso that they may only be used for a specific purpose (for example, cash deposit to honour a bill of exchange), the Bank's lien does not extend to these assets. The same applies to shares issued by the Bank itself (treasury



shares). In addition, the lien does not extend to the Bank's own profit participation rights/profit participation certificates issued by the Bank itself or to the Bank's securitized and non-securitized subordinated liabilities.

#### (4) Interest and dividend coupons

If securities are subject to the Bank's lien, the Customer shall not be entitled to demand the surrender of the interest and profit shares pertaining to such securities.

#### 16. Security interests in items for collection and discounted bills of exchange

#### (1) Transfer by way of security

The Bank acquires ownership by way of security of cheques and bills of exchange presented to it for collection at the time of presentation. The Bank acquires unrestricted ownership of discounted bills of exchange at the time of purchase; if it charges discounted bills of exchange back to the Account, it retains ownership of these bills by way of security.

# (2) Assignment for security

When ownership of cheques and bills of exchange is acquired, the underlying claims are also transferred to the Bank; a transfer of claims also takes place when other papers are presented for collection (e.g. direct debits, commercial trading papers).

# (3) Dedicated collection documents

If collection documents are submitted to the Bank with the condition that their countervalue may only be used for a specific purpose, the transfer of ownership by way of security and the assignment by way of security shall not extend to such documents.

### (4) Secured claims of the Bank

The ownership by way of security and the assignment by way of security shall serve to secure all claims to which the Bank is entitled against the Customer upon the submission of collection documents from the Customer's current accounts or which arise as a result of the return debit of unpaid collection documents or discounted bills of exchange. At the Customer's request, the Bank shall retransfer to the Customer the ownership by way of security of the papers and the claims transferred to it if, at the time of the request, it has no claims against the Customer to be secured or if it does not allow the Customer to dispose of the countervalue of the papers before their final payment.

### 17. Limitation of the collateral claim and release obligation

#### (1) Cover limit

The Bank may assert its claim to the provision or enhancement of collateral until the realizable value of all collateral corresponds to the total amount of all claims arising from the banking business relationship (cover limit).

# (2) Release

If the realizable value of all collateral exceeds the cover limit on a more than temporary basis, the Bank shall, at the Customer's request, release collateral of its choice in the amount exceeding the cover limit; in selecting the collateral to be released, it shall take into account the legitimate concerns of the



Customer and of any third party who has provided collateral for the Customer's liabilities. Within this framework, the Bank shall also be obliged to execute orders of the Customer relating to the assets subject to the lien (for example, sale of securities, cash payment of savings balances).

#### (3) Special agreements

If a valuation standard other than the realizable value has been agreed for a particular collateral item, or if a different cover limit has been agreed, or if a different limit has been agreed for the release of collateral, these shall be decisive.

#### 18. Liquidation of collateral

### (1) Bank's right of option

If the Bank realizes collateral, it may choose from among several items of collateral. When realizing the collateral and selecting the collateral to be realized, the Bank shall take into account the legitimate concerns of the Customer and of any third party who has provided collateral for the Customer's liabilities.

#### (2) Revenue credit under the VAT law

If the realization transaction is subject to VAT, the Bank will issue a credit note to the Customer for the proceeds, which will be deemed to be an invoice for the supply of the item serving as collateral and will comply with the requirements of VAT law.

#### F Termination

# 19. Termination rights of the Customer

#### (1) Right of termination at any time

The Customer may terminate the contract at any time providing the Bank with 14 days written notice via email to contact@unitplus.com.

#### (2) Termination for cause

If a term or a different termination provision has been agreed for a business relationship, termination without notice may only be given if there is good cause for doing so which makes it unreasonable for the Customer to continue the business relationship, even taking into account the legitimate interests of the Bank.

#### (3) Legal rights of termination

Legal rights of termination remain unaffected.

#### 20. Termination rights of the Bank

# (1) Termination subject to a period of notice

The Bank may terminate the entire business relationship or individual business relationships for which neither a term nor a different termination provision has been agreed at any time, subject to a reasonable period of notice. In determining the period of notice, the Bank shall take into account the legitimate concerns of the Customer. For the termination of a payment services framework contract



(e.g. current account or debit card contract) and a securities account, the period of notice shall be at least two months.

## (2) Termination of open-ended loans

Loans and loan commitments for which neither a term nor a different termination provision has been agreed may be terminated by the Bank at any time without notice. In exercising this right of termination, the Bank shall take into account the legitimate concerns of the Customer.

Insofar as the German Civil Code provides for special regulations for the termination of a consumer loan agreement, the Bank may only terminate the agreement in accordance with these regulations.

### (3) Termination for good cause without observing a notice period

Termination of the entire business relationship or of individual business relationships without notice is permissible if there is good cause which makes it unreasonable for the Bank to continue the relationship, even taking into account the legitimate concerns of the Customer. Good cause shall be deemed to exist in particular

- the Bank's decision on granting a loan or on other transactions involving risks for the Bank (e.g. issuance of a debit card or credit card) were of material significance; in the case of consumer loans, this shall only apply if the Customer knowingly withheld information relevant to the credit assessment or falsified such information and this resulted in a deficiency in the credit assessment, or
- if a significant deterioration in the Customer's financial circumstances or in the value of collateral occurs or threatens to occur and as a result the repayment of the loan or the fulfillment of any other liability to the Bank - including the realization of collateral existing for this purpose - is jeopardized, or
- if the Customer fails to meet its obligation to provide or increase collateral pursuant to No. 13 (2) of these Terms and Conditions or pursuant to any other agreement within the reasonable period of time set by the Bank, or
- if the Customer's contract with the cooperation partner is terminated, for whatever reason.

If the good cause consists in the violation of a contractual obligation, the termination is only permissible after the unsuccessful expiry of a reasonable period of time set for the remedy or after an unsuccessful warning, unless this is dispensable due to the particularities of the individual case (Section 323 (2) and (3) of the German Civil Code).

#### (4) Termination of consumer loan agreements in the event of default

Insofar as the German Civil Code provides for special regulations for termination due to default in repayment of a consumer loan agreement, the Bank may only terminate the agreement in accordance with these regulations.

# (5) Termination of a basic account agreement

The Bank may terminate a basic account agreement only in accordance with the agreements concluded between the Bank and the Customer on the basis of the Payment Accounts Act and the provisions of the Payment Accounts Act.



# (6) Settlement following termination

In the event of termination without notice, the Bank shall grant the Customer a reasonable period of time for settlement (in particular for the repayment of a loan), unless immediate settlement is required.

# (7) Inactive Accounts / Deposit and Consignment Fund

If the Customer does not give instructions to transfer the assets after the termination of the business relationship, the Bank reserves the right to transfer the assets of the former Client to the Deposit and Consignment Fund ("Deposito-en consignatiekas"/"caisse de dépôts et consignations") after five (5) years in accordance with Belgian legislation on dormant assets.

If the Account has a balance of EUR 60 or more, the Bank may initiate a dormant account holder search procedure. During this search procedure, the Bank consults the Belgian National Register and the Crossroads Bank for Social Security and sends a letter to the Account holder.

If this search procedure fails or if the Account has a balance of less than EUR 60, the Bank will transfer the balance to the Deposit and Consignment Fund before the end of the sixth year following the last intervention by the holder, in accordance with the provisions of the aforementioned law.

The Bank is entitled to charge the costs resulting from the above procedure on the assets held by the Customer at a maximum of the higher amount between 10% of the amount credited to the Account and EUR 200.

#### **G** Protection of deposits

#### 21. Deposit Protection Fund

As a credit institution under Belgian law, the Bank is a member of the Belgian deposit guarantee scheme ("le Fonds de garantie pour les services financiers"/"het Garantiefonds voor financiële diensten", the "Fund").

The Fund guarantees, up to an amount of EUR 100,000, the protection of cash deposits (including certificates of deposit - "bons de caisse"/"kasbons") held by the Bank in the event of the Bank's failure (within the meaning of the applicable law). Should the Fund intervene, the calculation of the redemption amount will take into account the depositor's liabilities, as defined in the Royal Decree of 16 March 2009. For a detailed description of the conditions for the intervention of the Fund and other applicable rules, please visit <a href="www.fondsdegarantie.belgium.be/fr">www.fondsdegarantie.belgium.be/fr</a> or www.garantiefonds.belgium.be/nl.

In accordance with the legal provisions governing the Fund, the Depositor Information Sheet was sent to the Customer by e-mail on a durable medium prior to opening an account with the Bank. The Customer acknowledges receipt of this Depositor Information Sheet by accepting these Terms and Conditions.

As required by law, the Bank is also a member of the Belgian Deposit and Financial Instruments Protection Fund ("Fonds de protection des dépôts et instruments financiers"/"Beschermingsfonds voor deposito's en financiële instrumenten", the "**Protection Fund**"). The Protection Fund ensures, to a certain extent, the protection of financial instruments deposited with the Bank in the event of the Bank's default (as defined by applicable law). For a detailed description of the conditions for the



intervention of the Protection Fund and other applicable rules, please refer to www.protectionfund.be.

#### 22. Central contact point of the National Bank of Belgium

The Bank must notify the Central Contact Point of the National Bank of Belgium ("CPC") by 31 March each year of the following data for each client:

- Identification data of the Customer, including the identification number in the national register or, failing that, the family name, the official first name, the date and place of birth (or, if none is registered, the country of origin);
- the end date of the calendar year to which the disclosed data relate (i.e. the calendar year prior to the year in which they were disclosed to the CPC);
- a list of accounts held by the client, alone or jointly with others, at any time during the above calendar year;
- the contracts concluded with the Client within the meaning of Article 1.5 of the Royal Decree of 17 July 2013 (i.e. in particular credit and loan contracts, contracts for investment services and/or activities) which were in force at any time during the aforementioned calendar year;

This data is collected by the CPC and retained for a period of 8 years.

The Customer has the right to consult the data stored in his name by CPC at the National Bank of Belgium (Boulevard de Berlaimont 14, 1000 Brussels). The Customer has the right to request, through the Bank, the rectification or deletion of inaccurate data recorded in his name at CPC.

The data disclosed to CPC may be consulted by the tax authorities, either to determine the Customer's taxable income or to establish the Customer's financial situation in order to ensure payment of the taxes and withholding taxes due on principal and additional amounts, any tax increases and penalties, interest and costs.

#### H Ombudsman procedure

# 23. Complaints and Alternative Dispute Resolution procedures

The Customer has the following extrajudicial options:

The Customer may address a complaint to the Bank's contact point specified in the "Schedule of Prices and Services" or may send a complaint by e-mail to: complaint@unicredit.be. The Bank shall respond to complaints in an appropriate manner; in the case of payment services contracts, this shall be in text form (e.g. by letter, fax or e-mail).

Customers who are consumers (natural persons acting outside their professional capacity) and who are not satisfied with the Bank's position can turn to the Belgian Financial Ombudsman ("Ombudsfin"):

Ombudsfin

North Gate II, Roi Albert II Boulevard, 8 (box 2)

1000 Brussels



# Belgium

Email: ombudsman@ombudsfin.be

Fax: +32 2 545 77 79

Web: https://www.ombudsfin.be/

The European Commission has established a European online dispute resolution platform (ODR platform) at <a href="http://ec.europa.eu/consumers/odr/">http://ec.europa.eu/consumers/odr/</a>. A consumer can use the ODR platform for the out-of-court settlement of a dispute arising from online contracts with a company established in the EU.

The Customer may also write or submit for record to the Bundesanstalt für Finanzdienstleistungsaufsicht, i.e Federal Financial Supervisory Authority, Graurheindorfer Str. 108, 53117 Bonn, complaints regarding violations by the Bank of the German Payment Services Oversight Act (Zahlungsdiensteaufsichtsgesetz, ZAG), Sec. 675c to 676c of the German Civil Code (BürgerlichesGesetzbuch, BGB) or Article 248 of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch, EGBGB).



# SPECIAL CONDITIONS FOR DEBIT CARDS

# A. Guaranteed Forms of Payment and Other Service Functions

#### I. Scope for the Issuance of a Debit Card and its Use

The Card issued by Unicredit NV/SA German Branch (hereinafter the "Bank") is a MasterCard debit card (hereinafter the "Card" or "Debit Card") provided by the Bank to the holder (hereinafter the "Cardholder", "Debit Cardholder" "Account Holder" or "Customer"). The Card may be provided as a physical card, but also as a virtual card for use with a mobile device, such as the Customer's smartphone.

The Debit Cardholder may use the Debit Card, provided it is equipped accordingly, for the following payment services:

## In conjunction with the Personal Identification Number (PIN) in German Debit Card Systems:

- a) For cash withdrawals at ATMs within the German ATM system which are marked with the girocard logo.
- b) For cashless payments at retail and service companies at POS terminals within the framework of the German girocard system, which are marked with the girocard logo.
- c) For placing orders and retrieving customer-related information at the Bank's banking terminals.

# 2 In conjunction with the Personal Identification Number (PIN) in Third-Party Debit Card systems:

- a) For cash withdrawals at ATMs within the framework of a third-party ATM system, provided the Debit Card is equipped accordingly.
- b) For cashless payments at retail and service companies at POS terminals within the framework of a third-party system, provided that the Debit Card is equipped accordingly.

The acceptance of the Debit Card within the framework of a third-party system is carried out under the acceptance logo applicable to the third-party system.

#### 3 Without using the personal identification number (PIN):

- a) For contactless use at retail and service companies at POS terminals within the framework of the German girocard system, which are marked with the girocard logo, insofar as the entry of a PIN is not required at the POS terminals for the respective contactless use for small amounts.
- b) For contactless use at retail and service companies at POS terminals within the framework of third-party debit card systems, insofar as the entry of a PIN is not required at the POS terminals for the respective contactless use for small amounts. The acceptance of the debit card within the framework of a third-party system shall be effected under the acceptance logo applicable to the third-party system.
- c) To retrieve, in particular, account statements at banking terminals of the Bank.

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- d) For cash deposits at the Bank's own ATMs with a deposit function within a framework specified by the Bank.
- (e) Outside the provision of payment services and without any guarantee from the Bank being attached to the function, as a storage medium for additional applications
- of the Bank in accordance with the conditions agreed with the Bank (bank-specific additional application) or
- of a retail and service company in accordance with the agreement concluded by the Debit Cardholder with that company (company-specific additional application).

#### II. General Conditions

#### 1 Debit Cardholder and power of attorney

The Debit Card is valid for the account indicated on it. It can only be issued in the name of the Account Holder or of a person to whom the Account Holder has granted account authorisation. If the Account Holder revokes the account authorisation, he/she is responsible for returning the Debit Card issued to the authorised representative to the Bank. After revocation of the power of attorney, the Bank will electronically block the Debit Card for use at ATMs and POS terminals and for use at banking terminals of the Bank. A blocking of a company-specific additional application can only be considered against the company that has stored the additional application in the chip of the Debit Card and is only possible if the company provides for the possibility of blocking its additional application. The blocking of a bank-specific additional application of the Bank can only be considered vis-à-vis the Bank and is governed by the agreement concluded with the Bank. It is also still possible to use the additional applications stored on the Debit Card.

#### 2 Financial Limit of Use

The Debit Cardholder shall only make debit card transactions (e.g. cash withdrawals, credit transfers, standing orders and direct debits) with his/her debit card within the limits of the account balance or any credit previously granted for the account (e.g. granted overdraft). Even if the Debit Cardholder does not comply with this usage limit in his debit card transactions, the Bank shall be entitled to demand reimbursement of the expenses arising from the use of the Debit Card. The posting of such debit card dispositions to the account shall result in a tolerated overdraft.

#### **3** Conversion of Foreign Currency Amounts

If the Debit Cardholder uses the Debit Card for debit card transactions that are not denominated in euros, the account shall nevertheless be debited in euros. The determination of the exchange rate for foreign currency transactions is based on the "List of Prices and Services" which can be viewed and obtained from the Bank. Any change in the reference exchange rate specified in the conversion regulation shall take effect immediately and without prior notification of the Customer.

#### 4 Return of the Debit Card

The Debit Card remains the property of the Bank. It is not transferable. The debit card is only valid for the period indicated on the Debit Card. When the new Debit Card is issued, but at the latest when the



validity of the Debit Card expires, the Bank is entitled to demand the return of the old Debit Card. If the entitlement to use the Debit Card ends before then (e.g. by termination of the account relationship or the debit card agreement), the debit cardholder shall return the Debit Card to the Bank without delay. The Debit Cardholder shall have any company-specific additional applications on the Debit Card removed without delay by the company that applied the additional application to the Debit Card. The possibility of further use of a bank-specific additional application shall be governed by the conditions applicable to that additional application.

# 5 Blocking and Confiscation of the Debit Card

- (1) The Bank may block the Debit Card and arrange for the Debit Card to be withdrawn (e.g. at cash dispensers),
- if it is entitled to terminate the debit card agreement for good cause,
- if factual reasons in connection with the security of the Debit Card justify this, or
- if there is a suspicion of unauthorised or fraudulent use of the Debit Card.

The Bank shall inform the Account Holder of this, stating the relevant reasons, as far as possible before, but at the latest immediately after, the blocking. The Bank shall unblock the Debit Card or replace it with a new Debit Card if the reasons for blocking the Debit Card no longer apply. The Bank shall also inform the Account Holder of this without delay.

(2) If the Debit Cardholder has stored an additional application on a Debit Card that has been confiscated, the consequence of the confiscation of the Debit Card shall be that the Debit Cardholder can no longer use the additional application. The Debit Cardholder may demand that the debit cardissuing institution return any company-specific additional applications stored on the debit card at the time of confiscation after the debit card-issuing institution has been provided with the debit card by the entity that confiscated the debit card. The Bank shall be entitled to comply with the request to return the company-specific additional applications by handing over to the Debit Cardholder the Debit Card with the payment transaction functions removed. The possibility of further use of a bank-specific additional application shall be governed by the conditions applicable to that additional application.

#### 6 Duties of Care and Cooperation of the Debit Cardholder

#### 6.1 Signature

If the Debit Card has a signature field, the Debit Cardholder must sign the signature field on the Debit Card immediately upon receipt.

#### 6.2 Careful Storage of the Debit Card

The Debit Card shall be kept with special care to prevent it from being lost or misused. In particular, it shall not be left unattended in a motor vehicle as it may be misused (e.g. under the girocard system).

# 6.3 Confidentiality of the Personal Identification Number (PIN)

The Debit Cardholder shall ensure that no other person obtains knowledge of the personal identification number (PIN). In particular, the PIN shall not be noted on the Debit Card or kept with it



in any other way. This is because any person who knows the PIN and comes into possession of the Debit Card is able to make debit card transactions to the debit of the account indicated on the Debit Card.

#### 6.4 Information and Notification Obligations

- (1) If the Debit Cardholder discovers the loss or theft of his/her Debit Card, misuse or any other unauthorised use of the Debit Card or PIN, the Bank shall be notified immediately, if possible by the account-holding branch (blocking notification). The Debit Cardholder may also submit the blocking notification to the Central Blocking Service (*Zentraler Sperrannahmedienst*) at any time. In this case, a Debit Card blocking is only possible if the name of the Bank and the IBAN are given. The Central Blocking Service shall block all Debit Cards issued for the account in question for further use at ATMs and POS terminals. To limit the blocking to the lost Debit Card, the Debit Cardholder shall contact his/her Bank, if possible the account-keeping branch. The Debit Cardholder shall be informed separately of the contact details under which a blocking notification can be submitted. The Debit Cardholder shall report any theft or misuse to the police without delay.
- (2) If the Debit Cardholder suspects that another person has gained unauthorised possession of his/her Debit Card, or that the Debit Card or PIN have been misused or otherwise used without authorisation, he/she must also immediately submit a blocking notification.
- (3) For the replacement of a lost, stolen, misused or otherwise unauthorised Debit Card, the Bank shall charge the Account Holder the fee shown in the Bank's "List of Prices and Services", which shall at most cover the costs exclusively and directly associated with the replacement. Sentence 1 shall not apply if the Bank is responsible for the circumstances that led to the issue of the replacement Debit Card or if these circumstances are attributable to the Bank.
- (4) If the Debit Card for online banking contains a TAN generator or a signature function, the blocking of the Debit Card shall also result in the blocking of the online banking access.
- (5) A blocking of a company-specific additional application can only be considered vis-à-vis the company that has stored the additional application in the chip of the Debit Card and is only possible if the company provides for the possibility of blocking its additional application. The blocking of a bankgenerated additional application is only possible vis-à-vis the Bank and is governed by the agreement concluded with the bank.
- (6) The Account Holder shall notify the Bank immediately upon discovery of an unauthorised or incorrectly executed debit card transaction.

# 7 Authorisation of debit Card Payments by the Debit Cardholder

By using the Debit Card, the Debit Cardholder grants consent (authorisation) to execute the debit card payment. If a PIN is also required for this purpose, consent shall only be granted once the PIN has been used. Once consent has been given, the Debit Cardholder may no longer revoke the debit card payment. This authorisation shall at the same time include express consent for the Bank to process, transmit and store the Debit Cardholder's personal data required to execute the debit card payment.



#### 8 Blocking of Available Funds

The Bank is entitled to block on the Account Holder's account an amount of funds available within the financial limit of use as specified in section II.2 if

- the payment transaction was initiated by or through the payee, and,
- the Debit Cardholder has also agreed to the exact amount of funds to be blocked.

Without prejudice to any other legal or contractual rights, the Bank shall release the blocked funds without undue delay after having been notified of the exact amount of the payment or after having received the payment order.

#### 9 Rejection of Debit Card Payments by the Bank

The Bank is entitled to reject a debit card payment if

- the Debit Cardholder has not authorised the debit card payment in accordance with section II.7,
- the transaction limit applicable to the debit card payment or the the financial limit of use is not respected, or
- the Debit Card is blocked.

The Debit Cardholder shall be informed of this via the terminal at which the Debit Card is used.

# 10 Execution time

The payment transaction is initiated by the payee. After receipt of the payment order by the Bank, the Bank is obliged to ensure that the debit card payment amount is received by the payee's payment service provider no later than the time specified in the "List of Prices and Services".

#### 11 Fees and Expenses and Changes Thereto

- (1) The charges and expenses owed by the Account Holder to the Bank are set out in the Bank's "List of Prices and Services".
- (2) Changes in charges shall be offered to the Account Holder in text form no later than two months before they take effect. If the Account Holder has agreed an electronic communication channel with the Bank within the framework of the business relationship (e.g. online banking), the changes may also be offered by this means.
- (3) With regard to charges and changes thereto for payments by Account Holders who are not consumers, the provisions of section 12 (2) to (6) of the General Terms and Conditions of Unicredit shall apply.

#### 12 Information to the Account Holder on the Debit Card Payment Transaction

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- (1) The Bank shall inform the Account Holder at least once a month of the payment transactions made with the Debit Card by the means agreed for account information. The manner and timing of such notification shall be agreed separately with Account Holders who are not consumers.
- (2) If the Debit Cardholder uses the Debit Card within the European Economic Area for debit card transactions that are not denominated in euros, a currency conversion charge shall be incurred, the amount of which the Bank shall inform the Debit Cardholder of, unless the Debit Cardholder has waived this information. The Bank shall send the information by e-mail after receipt of the authorisation request transmitted for the respective Debit Card use via the electronic communication channel agreed separately with the Debit Cardholder. If the Debit Cardholder makes several Debit Card transactions in the same foreign currency in a calendar month, the Bank shall send the information only once in the respective calendar month on the occasion of the first debit card transaction in the respective foreign currency. The provisions of this section shall not apply if the Debit Cardholder is not a consumer. The European Economic Area currently includes: Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

# 13 Refund, Corrections and Compensation of Account Holder

#### 13.1 Refund in the Event of Unauthorised Debit Card Transactions

In the event of an unauthorised debit card transaction in the form of the

- Cash withdrawal at an ATM or
- the use of the Debit Card at POS terminals of retail and service companies

the Bank shall have no claim against the Account Holder for reimbursement of its expenses. The Bank is obliged to refund the amount to the Account Holder in full. If the amount has been debited from his/her account, the Bank shall restore the account to the status it would have been in if the unauthorised debit card transaction had not taken place. This obligation shall be fulfilled at the latest by the end of the business day in accordance with the "List of Prices and Services" following the day on which the Bank was notified that the debit card payment was unauthorized or the Bank otherwise became aware of this. If the Bank has notified a competent authority in writing of justified grounds for suspecting fraudulent conduct on the part of the Debit Cardholder, the Bank shall immediately examine and fulfil its obligation under sentence 2 if the suspicion of fraud is not confirmed.

# 13.2 Claims in the Event of Non-Execution, Incorrect Execution or Late Execution of an Authorised Debit Card Transaction

- (1) In the event of non-execution or incorrect execution of an authorised debit card transaction in the form of the
- cash withdrawal at an ATM, or
- the use of the Debit Card at POS terminals of retail and service companies



the Account Holder may demand from the Bank an immediate and full refund of the amount of the transaction to the extent that the debit card transaction was not used or was incorrectly. If the amount was debited from his/her account, the Bank shall restore the account to the status it would have had if the Debit Card had not been issued or had been issued incorrectly.

- (2) In addition to the provisions of subsection 1, the Account Holder may demand that the Bank refund the charges and interest to the extent that they were invoiced to him or debited from his/her account in connection with the non-execution or incorrect execution of the authorised debit card transaction.
- (3) If the payment amount is received by the payee's payment service provider after the expiry of the execution time limit set out in section II.10 (delay), the payee may require his payment service provider to credit the payee's account with the payment amount as if the debit card payment had been correctly executed.
- (4) If an authorised debit card transaction was not executed or was executed incorrectly, the Bank shall reconstruct the debit card transaction at the Debit Cardholder's request and inform the Debit Cardholder of the result.

#### 13.3 Compensation for Breach of Duty

In the event of an unauthorised debit card transaction or in the event of non-execution, incorrect execution or delayed execution of an authorised debit card transaction, the Account Holder may claim compensation from the Bank for any loss or damage not already covered by Section 13.1 or 13.2. This shall not apply if the Bank is not responsible for the breach of duty. In this case, the Bank shall be responsible for any fault attributable to an intermediary as if it were its own fault, unless the main cause lies with an intermediary specified by the Debit Cardholder. If the Account Holder is not a consumer or if the Debit Card is used in a country outside Germany and the European Economic Area (EEA), the Bank's liability for the fault of an intermediary involved in the processing of the payment transaction shall be limited to the careful selection and instruction of such intermediary. If the Debit Cardholder has contributed to the occurrence of the loss through culpable conduct, the principles of contributory negligence shall determine the extent to which the Bank and the Account Holder must bear the loss.

Liability under this section is limited to 12,500 euros per debit card transaction. This limitation of liability in terms of amount does not apply

- for unauthorised debit card transactions,
- in the event of intent or gross negligence on the part of the Bank,
- for risks which the Bank has assumed in particular, and
- for the interest loss incurred by the Account Holder, provided that the Account Holder is a consumer.

#### 13.4 Exclusion of Liability and Objections

(1) Claims against the Bank pursuant to Sections 13.1 to 13.3 shall be excluded if the Account Holder has not notified the Bank of the unauthorised, failed or defective debit card transaction no later than 13 months after the date on which the debit card transaction was made. The 13-month period shall



only commence if the Bank has notified the Account Holder of the debit entry resulting from the debit card transaction in accordance with the agreed procedure for account information within one month of the debit entry at the latest; otherwise, the start of the period shall be determined by the date of notification. The Account Holder may assert liability claims in accordance with Section 13.3 even after expiry of the period in sentence 1 if he was prevented from complying with this period through no fault of his own.

- (2) Claims of the Account Holder against the Bank shall be excluded if the circumstances giving rise to a claim are due to
- being based on an unusual and unforeseeable event beyond the Bank's control and whose consequences could not have been avoided by the Bank despite the exercise of due dilligence, or were brought about by the Bank on the basis of a statutory obligation.

#### 14 Liability of the Account Holder for Unauthorised Debit Card Transactions

#### 14.1 Liability of the Account Holder until the Blocking Notice is Issued

- (1) If the Debit Cardholder loses his/her Debit Card or PIN, or if they are stolen or otherwise lost, or if they are otherwise misused, and if this results in an unauthorised debit card transaction in the form of
- cash withdrawals at ATMs,
- the use of the debit card at POS terminals of retail and service companies

then the Account Holder shall only be liable for damage caused up to the time of the blocking notification in accordance with subsection 4 if he/she has breached his/her obligations intentionally or through gross negligence.

- (2) The Account Holder shall not be liable under subsection 1 if
- it was not possible for the Debit Cardholder to notice the loss, theft, missing or other misuse of the Debit Card prior to the unauthorised debit card transaction, or
- the loss of the Debit Card was caused by an employee, an agent, a branch of the Bank or any other entity to which activities of the Bank have been outsourced.
- (3) If the Account Holder is not a consumer or if the Debit Card is used in a country outside Germany and the European Economic Area (EEA), the Account Holder shall bear the loss incurred as a result of an unauthorised debit card transaction in accordance with subsection 1 and 2 if the Debit Cardholder has negligently breached the obligations incumbent upon him/her under these Terms and Conditions. If the Bank has contributed to the occurrence of the loss by a breach of its obligations, the Bank shall be liable for the loss incurred to the extent of the contributory negligence for which it is responsible.
- (4) If an unauthorised debit card transaction occurs prior to the blocking notification and if the Debit Cardholder has acted with fraudulent intent or has intentionally or grossly negligently breached his/her duties of care under these Terms and Conditions, the Account Holder shall bear the full amount of the

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loss incurred as a result. Gross negligence on the part of the Debit Cardholder may be deemed to have occurred in particular if

- he/she culpably fails to notify the Bank or the Central Blocking Service of the loss or theft of the Debit Card and/or the PIN or the misuse of the Debit Card without undue delay after becoming aware thereof,
- he/she has noted the personal identification number on the physical Debit Card or kept it together with the physical Debit Card (e.g. in the original letter in which it was communicated to the Debit Cardholder),
- he/she has disclosed the personal identification number to another person and the misuse was caused thereby.
- (5) Liability for damage caused within the period for which the card limit applies shall be limited in each case to the card limit applicable to the Debit Card.
- (6) By way of derogation from subsection 1 and 3, the Account Holder shall not be liable for compensation if the Bank did not require the Debit Cardholder to provide strong customer authentication within the meaning of section 1 (24) of the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz* **ZAG**) (e.g. in the case of small value payments in accordance with Section A.I.3 of these Terms and Conditions) or if the payee or his payment service provider did not accept such authentication even though the Bank was obliged to provide strong customer authentication in accordance with Section 55 ZAG. Strong customer authentication requires in particular the use of two mutually independent authentication elements from the categories of knowledge (this is the PIN), possession (this is the card) or inherence (something that is the cardholder, for example fingerprint).
- (7) The Account Holder shall not be obliged to compensate the loss under subsection 1, 3 and 4 if the Debit Cardholder was unable to submit the blocking notification because the Bank had not ensured the possibility of receiving the blocking notification.
- (8) Subsections 2, 5 to 7 shall not apply if the Debit Cardholder has acted fraudulently.

#### 14.2 Liability of the account holder from the time of the blocking notice

As soon as the Bank or the Central Blocking Service has been notified of the loss or theft of the debit card, misuse or any other unauthorised use of the debit card or PIN, the Bank shall assume all costs incurred thereafter by debit card transactions in the form of the

- Cash withdrawal from an ATM,
- Use of the debit card at POS terminals of retail and service companies, and any losses incurred. If the debit cardholder acts fraudulently, the account holder shall also bear the losses incurred after the blocking notification.

# III. Special Conditions for Individual Types of Use

# 1 ATM service and Use at POS Terminals of Retail and Service Companies

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#### 1.1 Limit for the Debit Card

Debit card transactions at ATMs and POS terminals are only possible for the Debit Cardholder within the limits of the card limit applicable to the Debit Card. Each time the Debit Card is used at ATMs and POS terminals, a check is carried out to determine whether the Debit Card's limit has already been exhausted by previous debit card transactions. Debit card transactions that would exceed the Debit Card's limit shall be rejected irrespective of the current account balance and of any credit previously granted for the account (e.g. granted overdraft). The Debit Cardholder shall only use the Debit Card's limit within the limits of the account balance or any credit previously granted for the account (e.g. granted overdraft). The Account Holder may agree with the account-holding branch on a change of the Debit Card's limit for all Debit Cards issued for his/her account. An authorised representative who has received a Debit Card may only agree a reduction of the limit for this Debit Card.

#### 1.2 Incorrect Entry of the PIN

The Debit Card can no longer be used at ATMs and at POS terminals at which the PIN shall be entered in connection with the use of the Debit Card if the personal identification number has been entered incorrectly three times in succession. In this case, the Debit Cardholder should contact his/her bank, if possible the account-keeping branch.

#### 1.3 Payment Obligation of the Bank; Complaints

The Bank has contractually undertaken vis-à-vis the operators of ATMs and POS terminals to reimburse the operators for the amounts that have been disposed of using the Debit Card issued to the Debit Cardholder. Objections and other complaints by the Debit Cardholder arising from the contractual relationship with the company at which cashless payments were made at a POS terminal must be asserted directly against this company.

#### B. Other Services Offered by the Bank

#### 1 Special conditions

Other services provided by the Bank for the Debit Card are subject to special terms and conditions, which are agreed with the Account Holder prior to use.

# 2 Agreement on the Types of Use

The Bank agrees with the Account Holder which services he/she can use with the Debit Card.

#### **C Additional Applications**

# 1 Storage of Additional Applications on the Debit Card



- (1) The Debit Cardholder has the option of using the chip on the Debit Card as a storage medium for a bank-generated additional application (e.g. in the form of a youth protection feature) or as a storage medium for a company-generated additional application (e.g. in the form of an electronic ticket).
- (2) The use of a bank-generated additional application shall be governed by the legal relationship of the Debit Cardholder with the Bank. The Debit Cardholder may use a company-generated additional application in accordance with the agreement concluded with the company. It is the Debit Cardholder's decision whether he/she wishes to use his/her Debit Card to store company-generated additional applications. The storage of a company-generated additional application on the Debit Card shall take place at the company's terminal after agreement between the Debit Cardholder and the company. Credit institutions do not take note of the content of the data communicated at the company terminal.

# 2 Responsibility of the Company for the Content of a Company-Generated Additional Application

With the chip on the Debit Card, the debit card-issuing bank merely provides the technical platform that enables the Debit Cardholder to store company-generated additional applications in the Debit Card. Any service provided by the company to the Debit Cardholder via the company-generated additional application shall be governed solely by the content of the agreement between the Debit Cardholder and the company.

#### 3 Complaint Processing with regard to Additional Applications

- (1) Objections relating to the content of a company-specific additional application shall be raised by the Debit Cardholder exclusively with the company that stored the additional application on the Debit Card. The company shall process such objections on the basis of the data stored with it. The Debit Cardholder shall not hand over the Debit Card to the company for the purpose of processing complaints.
- (2) Objections relating to the content of a bank-specific additional application shall be raised by the Debit Cardholder exclusively with the Bank.

# 4 No Indication of the PIN issued by the Bank to the Customer for company-generated additional applications

When storing, changing the content of or using a company-generated additional application on the Debit Card, the PIN issued to the Debit Cardholder by the Bank issuing the Debit Card shall not be entered. If the company that has stored an additional company-generated application on the Debit Card offers the Debit Cardholder the option of securing access to this additional application with a separate identification medium that the Debit Cardholder can choose, the Debit Cardholder shall not use the PIN provided by the Debit Card issuing Bank for the use of the payment transaction applications to secure the additional company-generated application.

# 5 Locking Option for Additional Applications



The blocking of a company-specific additional application can only be considered vis-à-vis the company that has stored the additional application in the chip of the Debit Card and is only possible if the company provides for the possibility of blocking its additional application. The blocking of bank-specific additional applications is only possible vis-à-vis the Bank and is governed by the conditions agreed with the Bank.



# SPECIAL CONDITIONS FOR DIGITAL WALLETS

These terms and conditions apply to the addition and use of a debit card within the Wallet App ("Card") once you add your Card to your digital wallet app ("Wallet"). In these Terms, "you", "yourself", "your" and "yours" refer to the Cardholder of the Card, and "we", "us", "our" and "Bank" refer to the issuer of your Card. Digital Wallets include, but are not limited to, Apple Pay and Google Pay.

When you add a Card to the Wallet, you agree to the following terms and conditions:

#### 1. Adding Your Card

You can add an eligible Card to the Wallet by following the instructions of the Wallet provider. Only Cards that we indicate as eligible can be added to the Wallet. The Bank reserves the right to exclude certain Cards or accounts from using the Wallet eligibility at its own reasonable discretion. When you add a Card to the Wallet, it allows you to use the Card for transactions where the Wallet is accepted. The Wallet may not be accepted at all locations where your Card is accepted.

#### 2. Your Card Terms Do Not Change

The other terms and conditions and the payment service framework agreement (Zahlungsdiensterahmenvertrag) that govern the use of your Card do not change when you add your Card to the Wallet. The Wallet just provides another way to make purchases with the Card. Any applicable interest, fees and charges that apply to your Card will also apply when you use the Wallet to access your Card. The Bank does not charge you any additional fees for adding your Card to the Wallet or using your Card in the Wallet. The Wallet provider and other third parties such as mobile phone companies or data service providers may charge you fees.

#### 3. The Bank Is Not Responsible for the Wallet

The Bank is not the provider of the Wallet and is not responsible for providing or maintaining the Wallet service to you. We are only responsible for providing information and data securely to the Wallet provider to enable the use of the Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. Furthermore, we are also not liable for the performance or non-performance of the Wallet provider or any other third party in relation to the use of the Wallet.

# 4. Removing Your Card from the Wallet

You should contact the Wallet provider on how to remove a Card from the Wallet. We can also block a Card in the Wallet for transactions at any time.

# 5. Eligibility Enrolment

The Wallet services are available to Cardholders for the purposes of purchasing goods and services with a compatible device (including phone, tablet, wearable device, laptops and computers) ("Eligible Device") at (1) near field communication ("NFC") enabled merchants; and (2) an online merchant (whether in-app or through website), who accept the Wallet service concerned as a form of payment.



The Wallet providers and the Bank may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time.

By adding your Card to the Wallet service, a unique numerical identifier different from your Card number will be allocated for the purpose of making purchases and receiving refunds.

Due to the manner in which the Wallet providers operates, you may need to present your Eligible Device at a merchant when you return an item purchased using the Wallet Service on such Eligible Device. Renewal of your Card upon expiry or replacement of damaged Card will not affect your use of the same Card enrolled for the Wallet Service, whether or not you have activated the renewed or replacement Card.

#### 6. Safety of Eligible Device

You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for the Wallet service, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of the Wallet service. Neither the Bank nor the provider of the Wallet service will be liable for issues in relation with the Eligible Device.

If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or your Card has been used through the Wallet service without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with the Wallet Service which is due to your fraudulent use of the service.

#### 7. Privacy

Your privacy and the security of your information are important to us. The privacy policy applies to your use of your Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your Card to the Wallet and to maintain the Wallet.

The Bank and the Wallet provider process personal data separately and on their own responsibility. Therefore, the Bank and the Wallet provider both act as controllers. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider. The data may be transferred outside the EAA into the U.S. depending on the service used. This lies in the Wallet provider's sole responsibility.



INFORMATION SHEET ABOUT DEPOSIT PROTECTION	
Deposits held by Unicredit NV/SA are guaranteed by:	The Guarantee Fund (BE)
Protection limit	100.000 Euro per depositor and per credit institution (1)
If you have more than one deposit with the same credit institution	All your deposits at one and the same credit institution will be added up and the 100,000 EUR limit will be applied to the total amount (1)
If you have a joint account with one or more other persons	The 100,000 EUR limit applies to any single depositor (2)
Repayment period in the event of credit institution insolvency	20 working days (3)
Repayment currency	Euro
Contact	Financial Services Guarantee Fund Federal Public Service Finance General Treasury Department Avenue des Arts 30 B-1040 Brussels Tel.: 32.2.574.78.40 Fax: 32.2.579.69.19 E-mail: garantiefonds.thesaurie@minfin.fed.be
For more information (in particular on the types of deposits and depositors covered by the protection)	Website: http://garantiefonds.belgium.be/
Acknowledgement of receipt by the depositor (4)	The customer acknowledges receipt of this document by signing the contract to open the account, which refers expressly to this document.

# Additional information

# (1) General protection limit

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Protection Scheme.

This repayment is limited to 100.000 Euro per credit institution.

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This means that all deposits with the same credit institution are added up to determine the protection level. If, for instance a depositor holds a savings account with a balance of 90.000 Euro and a current account with 20.000 Euro, he or she will only be repaid 100.000 Euro.

Under certain conditions, the following deposits are protected above 100.000 Euro:

Deposits (i) for real estate transactions related to private housing, (ii) deposits linked to specific events in the life of a depositor and which meet certain social objectives and (iii) deposits resulting from insurance or compensation payments made to the victims of penal crimes or legal errors. To find out more: http://fondsdegarantie.belgium.be/

#### (2) Protection limit for joint accounts

In the case of joint accounts, the 100.000 Euro limit applies to each depositor. Deposits on a joint account are repaid in proportion to the assigns' shares on such assets. In the absence of special provisions, the account is distributed between the assigns equally. However, deposits on an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor to calculate the limit of 100.000 Euro, unless the members can individually exercise the rights on the account assets and that each of their identities can be established.

#### (3) Repayment

The competent Deposit Protection Scheme is the Fonds de Garantie pour les services publics/Het Garantiefonds.

Website: http://fondsdegarantie.belgium.be/

It will refund your deposits up to EUR 100 000 within a maximum deadline of 20 working days, which will be gradually reduced to a period of 7 working days by 2024 at the latest.

As long as this deadline has not been reduced to a maximum of 7 working days, the Protection Fund will ensure that depositors can access a sufficient amount of their insured assets to cover their living costs within a period of five working days following an application. To find out more: http://fondsdegarantie.belgium.be/

If you have not been repaid within these deadlines, you should contact the Deposit Protection Scheme as the time to claim reimbursement may lapse after a certain limit. To find out more: http://fondsdegarantie.belgium.be/

#### (4) Acknowledgement of receipt

No acknowledgements of receipt are given on the annual sending of the information sheet.

#### Other important information

In general, all retail and businesses depositors are covered by the Deposit Protection Scheme. Exceptions for certain deposits are stated on the website of the competent Deposit Protection Scheme. Your credit institution will also inform you on request whether certain products are covered or not. If deposits are covered, the credit institution shall also confirm this on the statement of account.



# LIST OF PRICES AND SERVICES

All fees as listed including VAT, if any. The fees are calculated on a monthly basis and collected from your Account at the end of each month.

- 1. ATM withdrawal: 2€/transaction
- 2. First issuance of the Card: 20€ (one-time fee)
- 3. Card replacement fee (for stolen/lost/compromised card): 4.5€
- 4. Payments inside of the European Monetary Union: 0€
- 5. Payments outside of the European Monetary Union: 0€ (at the current exchange rate)

**Promotional Offers:** From time to time, we may offer special promotional offers, plans or fee waivers ("Offers") that can specifically reduce or suspend the membership fee or other feesfor a period of time. Eligibility for an offer is determined by Unicredit and UnitPlus in their sole discretion and we reserve the right to revoke an offer and suspend the account if we determine that it is not eligible for an offer. Customers with an existing or recently canceled investment account may be excluded from certain offers. In order to check your eligibility status for an offer, Unicredit and UnitPlus may access account or personal information, such as email address, that has been used for an existing or recent use. Eligibility requirements and other restrictions and conditions will be disclosed upon registration for the Offer or in other communications made available to you. The details of the promotional offers will also always be informed on the UnitPlus website www.unitplus.eu.