



# Terms and Conditions for the girocard (debit card)

## A. Guaranteed types of payment

### I. Scope of application

The girocard issued by the bank is a debit card (hereinafter referred to as »Card«). The cardholder may use the girocard for the following payment services, provided that the Card is issued with the corresponding functions:

#### 1. In combination with the personal identification number (PIN) in German debit card systems:

(a) For withdrawing cash at cash machines operated under the German cash machine system identified by the girocard logo.

(b) For use at retailers and service companies at point-of-sale terminals operated under the German girocard system identified by the girocard logo (»girocard Terminals«).

(c) For loading a credit onto the GeldKarte at loading terminals identified by the GeldKarte logo.

(d) For loading a prepaid mobile phone account, held by a mobile telephone user with a mobile communications provider, at a cash dispenser, provided this function is offered by the operator of the cash machine and the mobile communications provider participates in the relevant system.

#### 2. In combination with the personal identification number (PIN) in foreign debit card systems:

(a) For withdrawing cash at cash machines operated under a foreign debit card system, provided that the Card is issued with the corresponding functions.

(b) For use at retailers and service companies at point-of-sale terminals operated under a foreign system, provided that the Card is issued with the corresponding functions.

(c) For loading a prepaid mobile phone account held by a mobile telephone user with a mobile communications provider, at the cash dispenser of a foreign system, provided this function is offered by the operator of the cash machine and the mobile communications provider participates in the relevant system.

In the case of a foreign system, the Card is accepted under the acceptance logo applicable for the foreign system.

#### 3. Without the use of the personal identification number (PIN):

(a) For contactless use at retail and service companies, at automated cash registers within the framework of the German electronic cash-girocard system, which are marked with the girocard logo, up to 50 euros per payment transaction, as far as the entry of a PIN is not required at the automated cash registers for the respective contactless use.

(b) For contactless use by retailers and service providers at automated cash desks in the context of third-party debit card systems up to 50 euros per payment transaction, as far as the entry of a PIN is not required at the automated cash desks for the respective contactless use. The acceptance of the card within the framework of an external system is carried out under the acceptance logo valid for the external system.

(c) As GeldKarte for cashless payments at point-of-sale terminals at retailers and service companies in Germany identified by the GeldKarte logo (Geld-Karte terminals).

(d) Above and beyond providing payment services and without comprising any guarantee of the Bank in connection with this function, as a storage medium for add-on applications

- of the Bank in accordance with the contract concluded with the Bank (Bank-generated Add-on Applications), or
- of a retail and service company in accordance with the contract concluded by the cardholder with such company (Company-generated Add-on Application).

## II. General rules

### 1. Issue of the card

The card can be issued as a physical card or as a digital card for storage on a telecommunications, digital or IT device (mobile terminal). These special conditions apply equally to both card types, unless otherwise expressly agreed. The terms and conditions of use for the digital card, which have been agreed separately with the Bank, also apply to the digital card.

### 2. Cardholder and authority

The Card shall be valid for the account stated on it. It can only be issued to the name of the account holder or a person whom the account holder has authorised to draw on his/her account. If the account holder revokes the authority, he/she shall be responsible for ensuring that the Card issued to the authorised person is returned to the Bank. After revocation of the authority, the Bank will electronically block the Card for further use at cash machines and point-of-sale terminals as well as from loading the GeldKarte. The blocking of a Company-generated Add-on Application is only possible towards the company that has stored the add-on application and only if that company has provided a blocking capability for its add-on application. The blocking of a Bank-generated Add-on Application is only possible towards the Bank and is subject to the contract concluded with the Bank. However, until the Card has been returned, there is the possibility of continued use of any amounts which may still be loaded on the GeldKarte.

### 3. Financial limit

The cardholder is obliged to use the Card only within his/her account credit balance or the overdraft limit agreed upon with the Bank. Even if the cardholder does not comply with this limit in his/her use of the Card, the Bank shall be entitled to demand reimbursement of any expenses resulting from the use of the Card. The posting of any such transactions on the account gives rise to a tolerated overdraft.

### 4. Conversion of foreign currency amounts

If the cardholder uses the Card for drawings which are not denominated in euros, the account is nevertheless debited in euros. The applicable conversion rate shall be determined in accordance to the List of Prices and Services (»Preis- und Leistungsverzeichnis«). Any change of the reference conversion rate specified in the conversion arrangement shall take effect immediately without prior notice to the customer.

### 5. Return of the Card

The Card shall remain the Bank's property. The Card is not transferable. The Card shall be valid for the specific period stated on the Card. On issuing a new Card, but at the latest after expiry of the Card's validity, the Bank shall be entitled to reclaim the old Card or to request the deletion of the digital card or to arrange for it to be deleted. If the entitlement to use the Card ends prior to this (for example by termination of the account relationship or of the Card agreement) the cardholder must return the Card to the Bank or to delete the digital Card without undue delay. Any amount which may still be loaded on the GeldKarte at the time of the return will be refunded to the cardholder. The cardholder is obliged to remove any Company-generated Add-on Applications stored on the Card without delay by the company that has integrated such add-on applications into the Card. Depending on what is contractually agreed between the cardholder and the Bank, the cardholder may continue to use any Bank-generated Addon Applications.

### 6. Blocking and collection of the Card

- (a) The Bank may block the Card and arrange for its collection (for example, at a cash machine) or request the deletion of the digital card or to arrange for it to be deleted, if
- the Bank is entitled to terminate the Card agreement for good cause,
  - this is justified due to objective reasons related to the security of the Card, or
  - there is a suspicion of an unauthorised or fraudulent use of the Card.

The Bank shall inform the account holder of the blocking or deletion of the Card and the relevant reasons for it, where possible, before the Card is blocked or deleted and at the latest immediately thereafter. The indication of reasons is not required as far as giving such information is prohibited by other legislation. The Bank shall unblock the Card or replace it with a new Card once the reasons for blocking the Card no longer exist. It will also notify the account holder thereof immediately.

(2) Any amounts which may still be loaded on the GeldKarte at the time of its collection will be refunded to the cardholder.

(3) If a TAN generator or signature function for online banking is stored on the Card, the blocking of the Card will also entail a blocking of the online banking access.

(4) If the cardholder has an add-on application stored on a collected Card, the collection of the Card has the effect that the cardholder will no longer be able to use that add-on application. The cardholder is entitled to demand that the Card-issuing institution delivers the restitution of any Company-generated Add-on Applications loaded on the Card at the time of its collection, once the Card has been returned to said institution by the agency by which it was collected. The Bank is entitled to meet the claim of restitution in respect of the Company-generated Add-on Application in returning the Card invalidated for drawings to the cardholder. Depending on the provisions governing the relevant Bank-generated Add-on Application, the cardholder may continue to use any such applications.

## 7. Cardholder's duty to exercise due care and to cooperate

### 7.1 Signature

If the Card contains a signature field, the cardholder shall be obliged to sign the Card in the signature field immediately on receipt

### 7.2 Careful safekeeping of the Card

The Card is to be kept with special care to prevent it from being lost and misused. In particular, it may not be left unattended in a car, as it can be misused (e.g. within the scope of the girocard system). In addition, any person in possession of the Card can use up the amount loaded on the GeldKarte and carry out transactions at automated cash registers without a PIN until it is blocked or deleted.

### 7.3 Keeping the personal identification number (PIN) secret

The cardholder shall take care that no other person obtains knowledge of his/her PIN. In particular, the PIN must not be noted on the Card, and in the case of a digital card, not stored in the mobile terminal device or in another communication device, or kept together with it in any other way. This is because any person who knows the PIN and comes into possession of the Card is able to affect drawings to the debit of the account stated on the Card (for example, withdrawal of money at cash machines). If the cardholder uses a digital card and access to the mobile terminal or other communication device can be secured by an identification medium of his/her choice, the cardholder may not use the same PIN to secure access as is required for the use of the debit card.

### 7.4 Information and notification duties

(1) If the cardholder notices the loss or theft of his/her Card or mobile terminal with digital card, the misappropriation or any other unauthorised use of the Card or PIN, the Bank, or where possible, the account-holding office, must be notified thereof without delay (blocking notice). The cardholder may also request the Blocking Emergency Service («Zentraler Sperrannahmendienste») any time to block his/her Card (telephone 116 116 from Germany and +49 116 116 116 from abroad). In this case, the Card can only be blocked if the name of the Bank, where possible including the bank code, and the account number are stated. The Blocking Emergency Service blocks all Cards issued for the relevant account for further use at cash machines and point-of-sale terminals. In order to limit the blocking to the lost Card, the cardholder must contact his/her Bank, where possible the account-holding office. The contact information to which the blocking request shall be addressed shall be notified to the customer separately. The customer must report any theft or misuse to the police without delay.

(2) If the cardholder has the suspicion that another person has come into the possession of his/her Card in an unauthorised manner, has misused it or has used the Card or PIN without authorisation in any other manner, he must also give a blocking request without delay.

(3) For the replacement of a lost, stolen, misused or otherwise unauthorised card, the Bank shall charge the account holder the charge stated in the Bank's List of Prices and Services («Preis- und Leistungsverzeichnis»), which shall cover any costs directly and exclusively connected with the replacement. Sentence 1 shall not apply if the Bank is responsible for the circumstances which led to the issue of the replacement card or if these circumstances are attributable to it.

(4) If a TAN generator or signature function for online banking is stored on the Card, the blocking of the Card will also entail a blocking of the online banking access.

(5) The blocking of the card by the Bank or the central cardblocking service does not block access to the mobile device. The other functions on the mobile device can only be blocked by the respective provider of these functions.

(6) The blocking of a Company-generated Add-on Application is only possible vis-a-vis the company that has stored the add-on application on the Card's chip and only if that company provided a blocking capability for its add-on application. A Bank-generated Add-on Application can only be blocked by the Bank and is subject to the contract concluded with the Bank.

(7) The account holder shall notify the Bank of an unauthorised or defectively executed Card payment without undue delay on becoming aware of it. Terms and Conditions for the girocard-Maestro Card (Amended as of 31 October 2009)

## 8. Authorisation of Card payments by the cardholder

By the use of the Card, the cardholder gives his/her consent (authorisation) to the execution of the Card payment. If a PIN or signature is additionally required for this, the payment will be authorised only after the PIN has been entered or the signature has been made. Once authorised, the Card payment cannot be revoked by the cardholder. This authorisation also includes the express consent that the Bank may process, transmit and store the personal data of the cardholder necessary for the execution of the card payment.

## 9. Blocking an available credit balance

The Bank shall be entitled to block an available credit balance on the account holder's account within the limits of the financial limit of use set out in point II. 3, if

- the payment transaction has been triggered by or via the payee and
- the cardholder also agrees to the exact amount of money to be blocked.

The bank shall release the blocked amount of money without undue delay, without prejudice to any other statutory or contractual rights, after the bank has been notified of the exact amount to be paid or after the payment order has been received.

## 10. Refusal of Card payments by the Bank

The Bank shall be entitled to refuse the Card payment, if

- the cardholder has not authorised the card payment in accordance with Section II.8,
- the drawing line or financial limit of use applicable for the Card payment is not observed, or
- the Card is blocked.

The cardholder shall be notified thereof via the terminal on which the Card is used.

## 11. Execution time

The payment transaction is initiated by the payee. After the Bank's receipt of the payment order, the Bank is obliged to ensure that the Card payment amount is received by the payee's payment service provider at the latest at the time stated in the List of Prices and Services («Preis- und Leistungsverzeichnis»).

## 12. Charges and changes therein

(1) The charges and out-of-pocket expenses the account holder owes to the Bank are determined on the basis of the Bank's List of Prices and Services («Preis- und Leistungsverzeichnis»).

(2) Changes in charges shall be offered to the account holder in text form no later than two months before their date of entry into force. 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 through this channel. The account holder may either agree or reject the changes before the proposed date of their entry into force. The changes shall be deemed to have been approved by the account holder unless the account holder has indicated disapproval before their proposed date of entry into force. The Bank shall expressly draw the account holder's attention to this consequence in its offer.

If the account holder is offered changes in charges, the account holder may also terminate this business relationship free of charge with immediate effect before the proposed date of entry into force of the changes. The Bank shall expressly draw the account holder's attention to this right of termination in its offer. The amendment of charges for the payment service framework agreement (giro contract) is governed by Number 12 (5) of the General Business Conditions (»Allgemeine Geschäftsbedingungen«).

(3) As regards the customers qualifying as consumers, charges for payments and changes thereto, the provisions of No. 12 paras. 2 to 6 of the General Business Conditions (»Allgemeine Geschäftsbedingungen«) continue to apply.

### 13. Notification of the account holder on the Card payment transaction

The Bank shall notify the cardholder on the payment transactions made with the Card in the manner agreed upon for providing account information at least once per month. The way and the frequency in which the required information is to be given to customers who are not consumers may be agreed separately. The Bank will not notify the account holder of every single payment transaction made by using the GeldKarte. The payments effected with the GeldKarte can be reviewed by the cardholder by means of a chip card reader.

### 14. Account holder's entitlement to a refund, correction and compensation

#### 14.1 Refund for unauthorised Card transactions

In case of an unauthorised Card transaction in form of

- a withdrawal of cash at a cash machine,
  - the use of the Card at point-of-sale terminals of retail and service companies,
  - the loading of the GeldKarte,
  - the use of the Card for loading a prepaid mobile phone account,
- the Bank shall have no claim against the account holder for reimbursement of its expenses. It shall be obligated to refund the amount of the credit transfer to the account holder. If the amount has been debited to an account held by the account holder, the Bank shall restore the balance of this account to what it would have been without debiting for the unauthorised Card transaction. This obligation must be fulfilled no later than the end of the business day as indicated in the Bank's List of Prices and Services (»Preis- und Leistungsverzeichnis«) which comes after the day on which the Bank was notified that the credit transfer is unauthorised, or the Bank has obtained knowledge thereof by some other means. If the Bank has informed a competent authority in writing of legitimate reasons for suspecting fraudulent conduct on the part of the customer, the Bank shall be required to consider and to fulfil its obligation arising from sentence 2 without delay if its suspicion of fraud is not confirmed.

#### 14.2 Entitlement in the case of non-execution, incorrect execution or delayed execution of authorised Card transactions

(1) In case of an authorised Card transaction not executed or not executed correctly in form of

- a withdrawal of cash at a cash machine,
  - the use of the Card at point-of-sale terminals of retail and service companies,
  - the loading of the GeldKarte, or
  - the use of the Card for loading a prepaid mobile phone account,
- the account holder may request the Bank to refund the full amount of the Card transaction without delay insofar as the payment was not made or not made correctly. If the amount has been debited to the account holder's account, the Bank shall restore the balance of this account to what it would have been without debiting for the non-executed or incorrectly executed Card transaction.

(2) Over and above paragraph 1, the account holder may request the Bank to refund any charges and interest insofar as these were levied on the customer or debited to the customer's account in connection with the non-execution or incorrect execution of the credit transfer.

(3) If the payment amount is received by the payee's payment service provider only after expiry of the execution period specified in Section II. 911 (delay), the payee may require his payment service provider to credit the payment amount to the payee's account as if the card payment had been properly executed.

(4) If a Card transaction was not executed or not executed correctly, the Bank shall, at the cardholder's request, reconstruct the processing of the Card transaction and inform the customer of the result thereof.

#### 14.3 Compensation for neglect of duty

If an authorised Card transaction is not executed or not executed correctly, or if execution is delayed or if a Card transaction is unauthorised, the account holder may request the Bank to provide compensation for any loss or damage not already covered by Sections II.14.1 and II.14.2. This shall not apply if the Bank is not responsible for the neglect of duty. The Bank shall be liable in this connection for any fault on the part of an intermediary institution to the same extent as for any fault on its own part, unless the main cause of the loss or damage lies with an intermediary institution specified by the cardholder. Where the account holder is not a consumer or where the Card is used in a state outside Germany or outside the EEA<sup>1</sup>, the Bank's liability for the fault of an agency involved in the settlement of the payment transaction shall be limited to the careful selection and instruction of such agency. If the cardholder has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the Bank and the account holder must bear the loss or damage. Liability under paragraph shall be limited to 12,500 EUR per Card transaction. This limitation on liability shall not apply to

- unauthorised Card transactions,
- cases of deliberate intent or gross negligence by the Bank,
- risks which the Bank has assumed on an exceptional basis and,
- if the account holder is a consumer, loss of interest.

#### 14.4 Preclusion of liability and objection

(1) Any claims by the account holder under Sections II.14.1 to II.14.3 and any objections by the customer against the Bank as a result of non-execution or incorrect execution of Card transaction or as a result of an unauthorised transaction shall be precluded if the customer fails to inform the Bank thereof within a period of 13 months at the latest after being debited for an unauthorised or incorrectly executed credit transfer. This period shall start to run only once the Bank has informed the customer about the debit entry for the credit transfer through the agreed account information channel no later than one month after the debit entry was made; otherwise the date on which the customer is informed shall determine when the period commences. Account holders may assert claims for compensation under Section II.14.3 also after expiry of the period referred to in sentence 1 if they were prevented, through no fault of their own, from adhering to this period.

(2) Any claims by the account holder shall be precluded if the circumstances substantiating a claim

- are based upon an exceptional and unforeseeable event on which the Bank has no influence and whose consequences could not have been avoided even by exercising due diligence or
- were brought about by the Bank as a result of a statutory obligation.

### 15. Liability of the account holder in the event of unauthorised Card transactions

#### 15.1 Liability of the account holder before a blocking request is given

(1) If the cardholder loses his/her Card or PIN or if they are stolen, lost or are otherwise misused and an unauthorised Card transaction occurs as a result in the form of

- the withdrawal of cash at a cash machine,
- the use of the Card at point-of-sale terminals at retailers and service companies,
- the loading of the GeldKarte,
- the use of the Card for loading a credit into a prepaid mobile phone account,

<sup>1</sup> The EEA currently comprises Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and the United Kingdom of Great Britain and Northern Ireland.

the account holder shall be liable for any losses up to the maximum amount of 50 euros incurred before the date on which the blocking request is given. In this connection it is of no consequence whether or not the loss, theft or the otherwise missing or misused Card is the cardholder's fault.

(2) The account holder shall not be liable in accordance with paragraph 1 if

- it has not been possible for the cardholder to notice the loss, theft or any other misuse of the card or the mobile terminal device with the digital card prior to the unauthorised use of the card, or
- the loss of the card has been caused by an employee, an agent, a branch of the Bank or any other body to which the activities of the Bank have been outsourced.

(3) Where the account holder is not a consumer or where the Card is used in a state outside Germany or outside the EEA, the account holder shall bear the losses relating to any unauthorised Card payment transactions according to paragraph (1) in excess of the maximum amount of 50 euros, provided that he/she has violated his/her duties of care under these conditions with gross negligence. If the Bank has contributed to the occurrence of a loss by any own fault, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.

(4) If an unauthorised Card transaction occurs before a blocking request is given and the cardholder has acted fraudulently or failed to comply with his/her duties of care according to these Conditions by gross negligence, the account holder shall bear the resulting damage to the full extent. Gross negligence of the cardholder is deemed to obtain particularly, if he/she

- fails culpably to notify the Bank or Central Blocking Service of the loss, theft or misuse of the Card without delay after becoming aware of it,
- has noted the personal identification number on the physical Card or kept it together with it (e.g. in the original letter by which it was notified to the cardholder),
- has stored the personal PIN of the digital card in the mobile terminal or in another terminal device
- has disclosed the PIN to another person and this has caused the misuse.

(5) The liability for losses caused during the period for which the drawing line applies, shall be limited to the drawing line valid for the Card.

(6) Notwithstanding paragraphs 1 and 3, the account holder shall not be liable to pay damages if the Bank has not requested the cardholder to provide strong customer authentication within the meaning of section 1 paragraph 24 of the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz – ZAG) (e.g. in the case of small-value payments pursuant to No. A.I.3 of these Terms and Conditions) or if the creditor or his payment service provider has not accepted such strong customer authentication although the Bank was obliged to provide strong customer authentication pursuant to section 55 ZAG. Strong customer authentication requires in particular the use of two independent authentication elements from the categories knowledge (the PIN), possession (the card) or being (something that the cardholder is, e.g. fingerprint).

(7) The account holder shall not be obliged to pay compensation for the damage in accordance with paragraphs 1,3 and 4 if the cardholder was unable to hand in the blocking notification because the Bank had not ensured the possibility of accepting the blocking notification.

(8) Paragraphs 2 and 5 to 7 shall not apply where the cardholder has acted fraudulently.

#### **15.2 Liability of the account holder after a blocking request is given**

As soon as the Bank or the Central Blocking Service has been notified of the loss or theft of the Card, the misuse or other unauthorised use of the Card or PIN, the Bank shall bear any losses incurred after this date arising from Card transactions in the form of

- the withdrawal of cash at a cash machine,
- the use of the Card at point-of-sale terminals at retailers and service companies,
- the loading of the GeldKarte.
- the use of the Card for loading a prepaid mobile phone account.

If the cardholder acts fraudulently, the account holder shall also bear the losses arising after the blocking request has been given.

#### **15.3 Liability of the account holder for the amount saved on the GeldKarte**

It is not possible to block the GeldKarte for payments at point-of-sale terminals. In the event of loss, theft or misuse or other unauthorised use of the GeldKarte for payments at point-of-sale terminals, the Bank will not refund the amount loaded on the GeldKarte because any person in possession of the Card can use up the amount loaded on the GeldKarte without using the PIN.

### **III. Special rules for individual types of use**

#### **1. Cash machine service and use for cashless payment at point-of-sale terminals at retailers and service companies**

##### **1.1 Drawing line valid for the Card**

Drawings at cash machines, point-of-sale terminals and the loading of the GeldKarte may be feasible within the drawing line valid for the Card. On each utilisation of the Card at cash machines and point-of-sale terminals, it is checked whether the drawing line has already been exhausted by previous drawings. Drawings which would cause the drawing line to be exceeded are rejected regardless of the current balance of account and any credit facility which may have been agreed for the account previously. The cardholder may utilise the Card's drawing line only within the limit of the credit balance in his/her account or of a credit facility previously agreed for the account. The account holder can arrange an alteration of the Card's drawing line with the account-holding office for all Cards issued for his/her account. An authorised person who has received a Card can only arrange a reduction for this Card.

##### **1.2 Incorrect entry of the PIN**

The Card can no longer be used at cash machines and point-of-sale terminals where the PIN is to be entered in order to use the Card, if the PIN has been entered incorrectly three times in succession. In this case the cardholder should contact his/her Bank, where possible the account-holding office.

##### **1.3 Payment obligation of the Bank, complaints**

The Bank has bound itself by contract vis-à-vis the operators of cash machines and point-of-sale terminals to reimburse them for the amounts drawn by means of the Card issued to the cardholder. Any objections and other complaints of the cardholder under the contractual relationship with the company where a cashless payment at a point-of-sale terminal was made are to be asserted against that company directly.

##### **1.4 Pre-selection at point-of-sale terminals**

With regard to cards generally accepted at point-of-sale terminals, retailers and service companies may install mechanisms for the pre-selection of certain payment methods. Such methods shall not prevent cardholders from overriding any pre-selection.

#### **2. GeldKarte**

##### **2.1 Service description**

The Card which is equipped with a special chip can also be used as a GeldKarte. The cardholder can make cashless payments at GeldKarte terminals at retailers and service companies.

##### **2.2 Loading and unloading of the GeldKarte**

The cardholder can load a credit onto his/her GeldKarte up to the maximum amount of 200 euros at the loading terminals identified by the GeldKarte logo within the limit of the drawing line extended to him/her by his/her Bank (Section III.1.1) by debiting the account stated on the Card. Before the loading transaction, the cardholder must enter his/her PIN. The cardholder can also load his/her GeldKarte against cash and also in connection with another Card to the debit of the account to which the transactions of that Card are debited. A credit loaded onto the Card which the cardholder no longer wishes to use with his/her GeldKarte can be unloaded only at the Bank which has issued the Card. In the event of a failure of the GeldKarte, the Bank which issued the Card will refund the unused amount to the cardholder. If the cardholder uses his/her Card to load his/her own GeldKarte or that of a third party, the PIN is to be entered at the loading terminal. The Card cannot be loaded any more after the PIN has been entered incorrectly three times in succession. In this case, the cardholder should contact his/her Bank, where possible the account-holding office.

### 2.3 Immediate account debit of the loaded amount

If the cardholder uses his/her Card to load his/her own GeldKarte or that of a third party, the amount loaded onto the Card will be debited to the account stated on the Card.

### 2.4 Payment transaction by means of the GeldKarte

When using the GeldKarte for a payment, the PIN is not to be entered. On each payment, the amount loaded on the GeldKarte is reduced by the payment amount.

## 3. Loading prepaid mobile phone accounts

### 3.1 Description of service

Using his/her Card and the personal identification number (PIN), the cardholder may load a prepaid mobile phone account of a mobile communications provider with prepaid credit at cash machines to the debit of the account stated on the card and within the drawing line granted to the cardholder by the Bank (Section III.1.1). This can only be done if the cash machine chosen by the cardholder offers the respective loading function and if the mobile communications provider with whom the prepaid mobile phone account to be loaded is held, participates in the system. To load a prepaid mobile phone account, the cardholder has to select the relevant menu item on the screen of the cash machine, type in his/her mobile telephone number and select an amount to load. Once the loading transaction has been authorised by the cardholder's bank, the prepaid mobile phone account with the mobile communications provider is credited with the respective amount. With this function, the cardholder may load his/her own prepaid mobile phone account as well as those of third parties. In case the loading transaction is not authorised by the Bank, e.g. due to insufficient cover on the account, a message is shown on the screen informing the cardholder about the rejection.

### 3.2 Incorrect entry of the PIN

The Card can no longer be used at cash machines if the PIN has been entered incorrectly three times in succession. In this case the cardholder should contact his/her Bank, where possible the account-holding office.

### 3.3 Payment obligation of the Bank, complaints

The Bank has bound itself by contract vis-à-vis the mobile communications provider to reimburse them for the amounts drawn by means of the Card issued to the cardholder. Any objections and other complaints of the cardholder under the contractual relationship with the mobile communications provider are to be asserted against that company directly.

## B. Other services available from the Bank

### 1. Special terms and conditions

As regards the additional services provided by the Bank in respect of the Card, the special terms and conditions to be agreed upon with the account holder in advance shall apply.

### 2. Agreed functions

The Bank shall agree with the account holder on the services that are to be made available to him/her.

## C. Add-on applications

### 1. Storing of add-on applications on the Card

(1) The cardholder has the possibility of using the chip integrated into the Card as a storage medium for a Bank-generated Add-on Application (e.g. a feature for the protection of minors) or for a Company-generated Add-on Application (e.g. in the form of an electronic transport ticket).

(2) A Bank-generated Add-on Application may be used by the cardholder in accordance with the contract concluded with the Bank. A Company-generated Add-on Application may be used by the cardholder under the conditions of the agreement concluded with the company. It is the cardholder's decision whether or not he wants to use the Card's storage capability for Company-generated Add-on Applications. A Company-generated Add-on Application is stored on the Card at the company's terminal, as agreed between the cardholder and the company. Credit institutions take no notice of the contents of data communicated at the company's terminal.

### 2. The company's responsibility for the contents of a Company-generated Add-on Application

The credit institution issuing a Card equipped with a chip only provides a technical platform which enables the user to store Company-generated Add-on Applications on the Card. A service which the company provides to the cardholder through the Company-generated Add-on Application is subject only to the provisions of the contractual relationship between the cardholder and the company.

### 3. Processing of complaints regarding add-on applications

(1) Objections regarding the contents of the Company-generated Add-on Application must be raised by the cardholder only towards the company that has stored the add-on application on the Card. The company processes such objections on the basis of data stored with it. The cardholder must not deliver the Card to the company for the processing of a complaint.

(2) Objections regarding the contents of the Bank-generated Add-on Application must be raised only towards the Bank.

### 4. No indication of the PIN issued by the Bank to the customer for Company-generated Add-on Applications

When storing, changing the contents of or using a Company-generated Add-on Application on the Card, the PIN issued by the Card-issuing credit institution to the cardholder is not to be entered. If the company that has stored a Company-generated Add-on Application on the Card offers the cardholder the possibility of securing the access to this add-on application by means of a separate identification medium to be chosen by the cardholder, the cardholder must not use the PIN provided to him/her by the Card-issuing Bank for the use of payment applications, to secure the Company-generated Add-on Application.

### 5. Options to block Company-generated Add-on Applications

The blocking of a Company-generated Add-on Application is only possible towards the company that has stored the add-on application on the Card's chip and only if that company has provided a blocking capability for its add-on application. The blocking of a Bank-generated Add-on Application is only possible towards , and subject to the contract concluded with, the Bank.



---

**BERENBERG**

PARTNERSHIP SINCE 1590