

### A. Guaranteed forms of payment

#### I. Scope of validity

The girocard issued by the bank is a debit card (hereinafter referred to as "Card"). The cardholder may use the Card for the payment services listed below subject to sufficient funds.

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

- (a) To withdraw cash at ATMs in the German ATM system which carry the girocard logo.
- (b) To pay at automated checkouts in retail outlets and service enterprises in the German girocard system which carry the girocard logo ("girocard terminals").
- (c) To add credit to the GeldKarte at the relevant terminals which carry the GeldKarte logo.
- (d) To add credit to a prepaid mobile phone account held by a mobile phone user with a mobile service provider at an ATM, provided that the ATM operator offers this function and the mobile service provider subscribes to the system.

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

- (a) To withdraw cash at ATMs in a foreign ATM system provided that the Card has sufficient funds to cover the withdrawals.
- (b) To pay at automated checkouts in retail outlets and service enterprises in a foreign system, provided that the Card has sufficient funds to cover the payments.
- (c) To add credit to a prepaid mobile phone account held by a mobile phone user with a mobile service provider at an ATM in a foreign system, provided that the ATM operator offers this function and the mobile service provider subscribes to the system.

Acceptance of the Card in a foreign system will be indicated by the acceptance logo applicable to the foreign system.

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

- (a) To make contactless payments of up to 25 euro per transaction at automated checkouts in retail outlets and service enterprises in the German girocard system which carry the girocard logo, insofar as the entry of a PIN is not required at the automated checkouts for the contactless payment.
- (b) To make contactless payments of up to 25 euro per transaction at automated checkouts in retail outlets and service enterprises in foreign debit card systems, insofar as the entry of a PIN is not required at the automated checkouts for the contactless payment. The acceptance of the Card in a foreign system will be indicated by the acceptance logo applicable to the foreign system.
- (c) To make cashless payments, using it as a GeldKarte at automated checkouts in the retail and service sectors in Germany which carry the GeldKarte logo (GeldKarte terminals).
- (d) To store the following add-on applications independent of the provision of payment services and without the function being associated with a guarantee from the bank:
  - add-on applications generated by the bank in accordance with the contract concluded with the bank (bank-generated add-on applications) or
  - add-on applications generated by retail outlets and service enterprises in accordance with the contract concluded by any such company with the cardholder (company-generated add-on applications).

### II. General Rules

#### 1. Issue of the Card

The Card may be issued in physical or digital form for storage on a telecommunications device, digital device or IT device (mobile terminal). These special conditions apply equally to both Card types, unless expressly stated otherwise. The terms of use agreed separately with the bank for the digital Card will apply in addition for the digital Card.

#### 2. Cardholder and authorisation

The Card is valid for the account indicated on it. It may only be issued in the name of the account holder or a person to whom the account holder has granted authority to operate the account. If the account holder revokes the authority to operate the account, the latter will be responsible for ensuring that the Card issued to the authorised representative is returned to the bank. After the authorisation has been revoked, the bank will place an electronic block on the Card which will prevent it from being used at ATMs and automated checkouts and to add credit to the GeldKarte. An add-on application generated by a company can only be cancelled in respect of the company which has stored the add-on application in the chip of the Card and this is only possible if the company allows the option of cancelling its add-on application. An add-on application generated by a bank can only be cancelled in respect of the bank and in accordance with the contract concluded with the bank. There is a possibility that the Card will still be used to access the credit which is still on GeldKarte until such time as the Card has been returned. It will also still be possible for the add-on applications stored on the Card to be used.

#### 3. Financial limit

The cardholder may only use the Card for transactions within the limits of the account balance or of a credit facility previously granted for the account. If the cardholder does not observe this limit in the relevant transactions, the bank will be entitled to claim reimbursement of the expenses arising from the use of the Card. The entry of such drawings on the account will result in a tolerated overdraft.

#### 4. Conversion of amounts in foreign currency

If the cardholder uses the Card for transactions which are not denominated in euro, the account will nevertheless be debited in euro. The exchange rate for foreign currency transactions will be based on the "List of Prices and Services". Any change in the reference exchange rate specified in the conversion rules will take effect immediately and without prior notice to the cardholder.

#### 5. Returning the Card

The Card will remain the property of the bank. It is not transferable. The Card will only be valid for the period indicated on the Card. The bank will be entitled to ask for the old Card to be returned upon delivery of the new one but upon expiry of the validity period of the Card at the latest. If the authorisation to use the Card terminates earlier (by closing the account, for example, or terminating the Card contract), the cardholder must return the Card to the Bank immediately. Any credit remaining on the GeldKarte at the time of its return will be refunded to the cardholder. The cardholder must have any add-on company-generated applications on the Card removed immediately by the company which added the application to the Card. The possibility of continuing to use a bank-generated add-on application will depend on the contractual relationship between the cardholder and the bank.

#### 6. Blocking and withdrawing the Card

- (1) The bank may block the Card and arrange for the card to be withdrawn (at an ATM, for example) in the following cases:
  - if it is entitled to terminate the Card contract for good cause;



- if this is justified for objective reasons in connection with the security of the Card, or
- if there is a suspicion of unauthorised or fraudulent use of the Card.

The bank will notify the cardholder of the action being taken and the relevant reasons for its decision before blocking the Card if at all possible but immediately after the blocking the Card at the latest. The bank will lift the block or issue a new Card if the reasons for the block no longer apply. It will also inform the cardholder of this course of action without delay.

- (2) Any credit remaining on the GeldKarte at the time of its withdrawal will be refunded to the cardholder.
- (3) If there is a TAN generator or signature function on the Card for online banking, a block on the Card will also disable the online banking access.
- (4) If the cardholder has an add-on application stored on a withdrawn Card, the withdrawal of the Card will prevent further use of the add-on application. The cardholder may demand that the issuing institution surrender any add-on company applications stored in the card at the time of withdrawal after the latter has received the Card from the agency which withdrew the Card. The bank will be entitled to meet the request to surrender the company-generated add-on applications by issuing the Card to the cardholder after clearing the relevant payment transaction functions. The possibility of continuing to use a bank-generated add-on application will be governed by the rules applicable to that add-on application.

## 7. Duties of care and cooperation of the cardholder

### 7.1. Signature

If there is a box for signature on the Card, the cardholder must sign the Card in the box immediately upon receipt.

### 7.2. Careful storage of the Card

Particular care must be taken of the Card in order to prevent its loss or misuse. It must not be left unattended in a vehicle where it may be at risk of misappropriation and misuse (e.g. in the girocard system). In addition, anyone in possession of the Card may use the credit on the GeldKarte and carry out transactions at automated checkouts without a PIN until such time as the Card is cancelled.

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

Cardholders must also take measures to ensure that no other person gains knowledge of their personal identification number (PIN). The PIN must not be written on the Card or stored with it in any other way because anyone who knows the PIN and comes into possession of the Card has the opportunity to charge transactions to the account indicated on the Card (e.g. withdraw cash from ATMs).

### 7.4. Information and notification obligations

- (1) The cardholder must notify the bank immediately on discovering that the Card or PIN has been lost, stolen, misused or used without authorisation, preferably notifying the bank at which the account is held (notice of cancellation). The cardholder may also issue the notice of cancellation at any time by calling the central hotline service (tel. 116 116 in Germany and +49 116 116 from another country). In this case, the Card can only be cancelled if the name of the bank and the IBAN are given. The central hotline service will cancel all the Cards issued for the relevant account, blocking their further use at ATMs and automated checkouts. In order to limit the cancellation to the Card which has been lost, cardholders must contact their own bank, preferably the bank at which the account is held. The cardholder will be informed separately of the contact details to use to issue notice of cancellation. The cardholder must also report any theft or misuse to the police immediately.
- (2) If the cardholder suspects that another person has obtained unauthorised possession of the Card or that the Card or PIN has been misused or used in some other unauthorised way, the cardholder must also issue immediate notice of cancellation.

- (3) The bank shall charge the account holder the fee stated in its "List of Prices and Services" for the replacement of a lost or stolen Card, or for the replacement of a Card which has been misused or used without authorisation, to cover any costs directly and exclusively associated 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 the relevant circumstances are attributable to the bank.

- (4) If there is a TAN generator or signature function on the Card for online banking, a block on the Card will also disable the online banking access.

- (5) An add-on application generated by a company can only be cancelled in respect of the company which has stored the add-on application in the chip of the Card and this is only possible if the company allows the option of cancelling its add-on application. An add-on application generated by a bank can only be cancelled in respect of the bank and in accordance with the contract concluded with the bank.

- (6) The cardholder must notify the bank immediately upon discovery of unauthorised use of the Card or an incorrectly executed transaction.

## 8. Authorisation of Card payments by the cardholder

In using the Card, the cardholder grants approval (authorisation) for the execution of the payment. If a PIN is also required for the transaction, authorisation will not be granted until it is used. Once authorisation has been granted, the cardholder may no longer revoke the payment. This authorisation will also include express consent for the bank to process, transmit and store the personal data of the cardholder required for the execution of the payment.

## 9. Reservation of an available amount of money

The bank will be entitled to reserve an amount of money within the financial limit pursuant to section II.3 in the account of the account holder in the following cases:

- the payment transaction has been initiated by or through the payee and
- the cardholder has also agreed to the reservation of the exact amount of money.

The bank will release the reserved amount immediately after it has been notified of the exact payment amount or the payment order has been received and will do so without prejudice to other statutory or contractual rights.

## 10. Rejection of Card payments by the Bank

The Bank will be entitled to refuse the Card payment in the following cases:

- the cardholder has not authorised the Card payment pursuant to section II.8;
- the drawing limit applicable to the Card payment or the financial limit has been exceeded, or
- the Card is blocked.

The cardholder will be informed of this at the terminal at which the Card is used.

## 11. Transaction deadline

The payment transaction will be triggered by the payee. On receipt of the payment order, the Bank will be required to ensure that the Card payment amount is received by the payment service provider of the payee within the time specified in the "List of Prices and Services".

## 12. Charges and changes to charges

- (1) The fees payable to the bank by the account holder shall be as set out in the "List of Prices and Services" issued by the bank.
- (2) Proposed changes to the fees will be offered to the account holder in text form no later than two months prior to the date on which they are due to take effect. The changes may also be offered through electronic communication channels if the cardholder has agreed such lines of communication (e.g. online banking) in its business relationship with the bank. The account holder may approve or reject the changes before the proposed date on which they will take effect.



The account holder will be deemed to have given consent to the changes if no notice of rejection has been received from the latter before the proposed date of their entry into force. The bank will draw particular attention to this approval clause in its offer.

If the account holder is offered changes to the charges, the latter may terminate this business relationship free of charge and without notice prior to the proposed date on which the changes will take effect. The bank will draw particular attention to this right of termination in its offer.

Changes in charges in respect of the payment services framework agreement (giro contract) shall ensue in accordance with section 12 (5) of the general terms & conditions.

- (3) The provisions set out in section 12 (2) to (6) of the general terms & conditions shall continue to apply to charges and changes to charges in respect of payments of account holders who are not consumers.

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

The bank will inform the account holder at least once a month of the payment transactions made with the Card in the manner agreed for providing such statements. The manner and frequency of providing this information will be agreed separately with account holders who are not consumers. The bank will not inform the account holder about the individual payment transactions made with the GeldKarte and the payee in any given case. The cardholder may track the payment transactions made with the GeldKarte with the aid of a chip card reader.

### 14. Entitlement of the account holder to claim reimbursement, rectification and damages

#### 14.1. Refund in case of unauthorised transactions

In the event of the following unauthorised Card transactions:

- withdrawal of cash from an ATM;
- use of the Card at automated checkouts in retail outlets and service enterprises;
- addition of credit to the GeldKarte;
- use of the Card to top up a prepaid mobile phone account,

the bank will have no claim against the account holder for reimbursement of its expenses. The bank will be obliged to refund the full amount to the account holder. If the amount was debited from the latter's account, the bank will credit the account so as to restore it to the status it had before the unauthorised transaction took place. This obligation must be met, in accordance with the "List of Prices and Services", by no later than the end of the business day following the day on which the bank was notified that the Card payment was not authorised or otherwise became privy to the information. If the bank has notified a public authority in writing of legitimate grounds for suspecting fraudulent conduct on the part of the cardholder, the bank will immediately review and fulfil its obligation under sentence 2 if the suspicion of fraud was unmerited.

#### 14.2. Claims in the event of non-execution, incorrect execution or late execution of an authorised Card transaction

- (1) In the event that an authorised Card transaction of the following nature is not executed or is executed incorrectly:
- withdrawal of cash from an ATM;
  - use of the Card at automated checkouts in retail outlets and service enterprises;
  - addition of credit to the GeldKarte, or
  - use of the Card to top up a prepaid mobile phone account,
- the account holder may demand full and immediate reimbursement of the relevant amount from the bank insofar as the Card transaction was not executed or was incorrect. If the amount was debited from the account of the relevant account holder, the bank will credit the account so as to restore it to the status it had before the omitted or incorrect transaction.

- (2) The account holder may claim reimbursement of the fees and interest from the bank over and above paragraph 1 to the extent that these charges were billed to the account holder or debited from the latter's account in connection with the non-execution or incorrect execution of the authorised Card transaction.

- (3) If the payment is only received by the payment service provider of the payee after the expiry of the transaction deadline pursuant to section II.11 (delay), the payee may ask the payment service provider to credit the amount to the payee's account as if the Card payment had been properly executed.

- (4) If an authorised Card transaction has not been executed or has been executed incorrectly, the bank will, at the request of the cardholder, trace the transaction and inform the cardholder of the result.

#### 14.3. Compensation for breach of duty

In the event of an unauthorised Card transaction, non-execution of an authorised transaction, or failure to execute an authorised transaction correctly or on time, the account holder may claim compensation from the bank for any loss not already covered under sections II.14.1 or II.14.2. This shall not apply if the bank cannot be held to account for the breach of duty. The bank will be responsible for any fault attributable to an intermediary as if it were its own, unless the main cause lies with an intermediary stipulated by the cardholder. Where the account holder is not a consumer, or where the Card is used in a country outside Germany and the European Economic Area<sup>1</sup>, the liability of the bank for the fault of any agency involved in the payment transaction process shall be limited to the careful selection and instruction of any such agency. If the cardholder has contributed to the occurrence of the loss through wrongful conduct, the principles of contributory negligence shall determine the extent to which the bank and the cardholder are liable for damages. Liability under this paragraph shall be limited to 12,500 euro per Card transaction. This limitation of liability in respect of the amount shall not apply in the following cases:

- unauthorised Card transactions;
- deliberate intent or gross negligence on the part of the bank;
- risks specifically assumed by the bank;
- loss of interest incurred by the cardholder if the cardholder is a consumer.

#### 14.4. Exclusion of liability and objections

- (1) Claims may not be brought against the bank pursuant to sections II.14.1 to 14.3 if the account holder did not notify the bank within 13 months of the date on which the Card was charged that the transaction was unauthorised, omitted or executed incorrectly. The 13-month term will only commence if the bank has informed the account holder of the debit entry resulting from the Card transaction in the manner agreed for the communication of account information within one month of the debit entry; otherwise the period will start on the date of notification. Account holders may also assert liability claims under section II.14.3 after expiry of the deadline in sentence 1 if they were prevented from meeting this deadline through no fault of their own.

- (2) The account holder may not bring claims against the bank in the following cases:
- the circumstances establishing grounds for the claim are based on an unusual and unforeseeable event over which the bank has no control and the consequences of which could not have been avoided by the bank despite exercising due care, or
  - the circumstances establishing grounds for the claim were brought about by the bank on the basis of a statutory obligation.

<sup>1</sup> The European Economic Area currently comprises the following countries: 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, United Kingdom of Great Britain and Northern Ireland.



### 15. Liability of the account holder for unauthorised Card transactions

#### 15.1. Liability of the account holder until notice of cancellation

- (1) If the cardholder loses the Card or PIN, or if they are stolen from the cardholder or otherwise misplaced or misused resulting in the following unauthorised Card transactions:
  - withdrawal of cash from an ATM;
  - use of the Card at automated checkouts in retail outlets and service enterprises;
  - addition of credit to the GeldKarte;
  - use of the Card to top up a prepaid mobile phone account, then the account holder will be liable for losses incurred until such time as notice of cancellation was issued, up to a maximum of 50 euro, irrespective of whether the cardholder is to blame for the loss, theft, misplacement or other misuse.
- (2) The account holder will not be liable under paragraph 1 in the following cases:
  - it was not possible for the cardholder to notice the loss, theft, misplacement or other misuse of the Card prior to its unauthorised use, or
  - the loss of the Card is attributable to an employee, agent, branch of the bank or another agency to which the Bank has outsourced services.
- (3) Where the account holder is not a consumer, or where the Card is used in a country outside Germany and the European Economic Area<sup>2</sup>, the account holder shall also bear losses in excess of 50 euro incurred by unauthorised Card transactions in accordance with paragraph 1 if the cardholder was negligent in failing to discharge the relevant duties under these conditions. If the bank has contributed to the occurrence of the loss by neglecting its duties, the bank will be liable for the loss incurred to the relevant extent of its contributory negligence.
- (4) The account holder shall bear the full loss of any unauthorised use prior to the notice of cancellation if the cardholder acted with fraudulent intent or failed to exercise due care as required under these conditions through deliberate intent or gross negligence. The cardholder may most notably be charged with gross negligence in the following cases:
  - the cardholder neglected to report the loss, theft or misuse of the Card to the bank or to the central hotline service immediately on becoming aware of the fact;
  - the cardholder wrote the personal identification number on the Card or stored it with the Card (in the original letter, for example, in which it was communicated to the cardholder);
  - the cardholder disclosed the personal identification number to another person and this was the cause of the misuse.
- (5) Liability for losses incurred within the period to which the drawing limit applies shall be restricted to the drawing limit applicable to the Card in any given case.
- (6) By way of derogation from paragraphs 1 and 3, the account holder will not be liable for damages if the bank failed to ask the cardholder to provide strong customer authentication, as defined in section 1 (24) of the German Supervision of Payment Services Act (Zahlungsdiensteaufsichtsgesetz - ZAG) (e.g. in the case of payments of small amounts pursuant to section A.I.3 of these terms & conditions) or if the payee or the payment service provider of the latter does not accept this although the bank was obliged to meet strong customer authentication requirements under section 55 ZAG. Strong customer authentication will most notably require the use of two independent elements categorised as knowledge (i.e. the PIN), possession (i.e. the Card) or inherence (something which is inherent to the cardholder, e.g. fingerprint).
- (7) The account holder will not be held liable for the losses pursuant to paragraphs 1, 3 and 4 if the cardholder was unable to cancel the Card because the bank had not put measures in place to ensure receipt of the notice of cancellation.
- (8) Paragraphs 2 and 5 to 7 shall not apply if the cardholder has acted with fraudulent intent.

### 15.2. Liability of the account holder after notice of cancellation

As soon as the bank or the central hotline service has been notified of the loss, theft, misuse or any other unauthorised use of the Card or PIN, the bank will bear any losses incurred thereafter through the following transactions:

- withdrawal of cash from an ATM;
- use of the Card at automated checkouts in retail outlets and service enterprises;
- addition of credit to the GeldKarte, and
- use of the Card to top up a prepaid mobile phone account.

If the cardholder acts with fraudulent intent, the account holder shall also bear the losses incurred after issuing notice of cancellation.

### 15.3. Liability of the account holder for the credit on the GeldKarte

It is not possible to block GeldKarte payments at automated checkouts. In the event of loss, theft, misuse or any other unauthorised use of the GeldKarte for payment at automated checkouts, the bank will not refund the credit on the GeldKarte as anyone in possession of the Card may use the credit on the GeldKarte without using the PIN.

## III. Special rules for individual functions

### 1. ATM services and use at automated checkouts at retail outlets and service enterprises

#### 1.1. Card withdrawal limit

The cardholder may only draw on the Card at ATMs and automated checkouts and use the Card to add credit to the GeldKarte within the transaction limit applicable to the Card. Each time the Card is used at ATMs and automated checkouts, the system will check whether the withdrawal limit has already been exhausted by previous withdrawals with the Card. Any transactions with the Card which would exceed its withdrawal limit will be refused, irrespective of the current balance on the account and any credit facility previously granted to the account. The cardholder may only draw on the Card within the limits of the account balance or of any credit facility previously granted to the account. The account holder may arrange changes to the withdrawal limit on the Card with the bank at which the account is held in respect of all Cards issued to the account. An authorised person who has received a Card may only agree to a reduction for this Card.

#### 1.2. Incorrect PIN entry

If the PIN has been entered incorrectly three times in succession at ATMs or automated checkouts where the PIN must be entered in connection with the use of the Card, it will no longer be possible to use the Card. In this case, the cardholder should contact the bank, preferably the bank at which the account is held.

#### 1.3. Payment obligation of the bank; complaints

The bank is contractually obliged to reimburse the operators of ATMs and automated checkouts for the amounts drawn on their systems on the Card issued to the cardholder. Where the cardholder wishes to make complaints and other claims arising from the contractual relationship with the company at which cashless payments were made at an automated checkout, these must be asserted directly against this company.

#### 1.4. Preselection at automated checkouts

The retail outlets and service enterprises have the option of installing mechanisms in their automated checkouts which will preselect a certain payment method or payment application for the cards which they accept. They must not prevent the cardholder from overriding this preselection, however.

<sup>2</sup> cf. footnote 1.



## 2. GeldKarte

### 2.1. Service

The Card containing a chip may also be used as a GeldKarte. The cardholder may make cashless payments at GeldKarte terminals in the retail and service sectors.

### 2.2. Adding credit to, and removing credit from, the GeldKarte

The cardholder may add credit up to a maximum of 200 euro to the GeldKarte from the account indicated on the card at the terminals bearing the GeldKarte logo within the limit granted by the bank (section III.1.1). The cardholder must start by entering the personal identification number (PIN). The cardholder may also add credit to the GeldKarte in exchange for cash or in combination with another card, whereby the account used for the transactions with this Card will be debited. Credit which the cardholder no longer wishes to use with the GeldKarte may only be taken off the Card at the bank which issued the Card. If the GeldKarte becomes inoperative, the bank which issued the Card will refund the unused amount to the cardholder. If the cardholder uses the Card to top up the GeldKarte or the GeldKarte of a third party, the personal identification number (PIN) must be entered at the terminal. It will no longer be possible to add credit if the PIN has been entered incorrectly three times in succession. In this case, the cardholder should contact the bank, preferably the bank at which the account is held.

### 2.3. Immediate debit of amount added to the Card

If the cardholder uses the Card to top up the GeldKarte or the GeldKarte of a third party, the amount added will be debited from the account indicated on the Card.

### 2.4. Payment process with the GeldKarte

The PIN must not be entered when paying with the GeldKarte. The amount held on the GeldKarte will be reduced by the amount drawn in each payment transaction.

## 3. Adding credit to prepaid mobile phone accounts

### 3.1. Service

The cardholder may use the Card and personal identification number (PIN) to top up a prepaid mobile phone account, to which a mobile phone provider adds credit units, at ATMs within the limit granted by the bank (section III.1.1) and charged to the account indicated on the Card, provided that the ATM selected by the cardholder offers the relevant function and that the mobile service provider which manages the relevant prepaid mobile phone account subscribes to the system. To top up a prepaid mobile phone account, the cardholder must select the relevant item from the ATM menu, enter the mobile phone number and select an amount of credit from the options displayed. Once the transaction has been authorised by the cardholder's bank, the credit will be added to prepaid mobile phone account by the mobile service provider. Credit may be added to the cardholder's own prepaid mobile phone account in this way or to an account of a third party. If the transaction is not authorised by the bank, e.g. because there are insufficient funds in the account, a message to this effect will be displayed.

### 3.2. Incorrect PIN entry

The Card may no longer be used at ATMs if the personal identification number has been entered incorrectly three times in succession. In this case, the cardholder should contact the bank, preferably the bank at which the account is held.

### 3.3. Payment obligation of the bank; complaints

The bank is contractually obliged to pay amounts credited to a prepaid mobile phone account which have been authorised using the Card issued to the cardholder. The payment obligation will be limited to the amount authorised in any given case. Where the cardholder wishes to make complaints and other claims arising from the contractual relationship with the mobile service provider which manages the prepaid mobile phone account, these 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 Card shall be subject to special terms & conditions agreed with the account holder prior to use.

### 2. Agreed functions

The bank will agree with the account holder which services may be used with the Card.

## C. Add-on applications

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

(1) The cardholder will have the option of using the chip in the Card to hold an add-on application generated by a bank (e.g. a parental control feature) or to hold an add-on application generated by a company (e.g. an electronic travel ticket).

(2) The use of any add-on application generated by the bank will be subject to the legal arrangements between the cardholder and the bank. The cardholder may use an add-on application generated by a company in accordance with the contract concluded with the company. It is up to the cardholders to decide whether they wish to use the Card to store company-generated add-on applications. The input and storage of any company-generated add-on applications on the Card will be managed in the company terminal, as discussed and agreed by the cardholder and the company. Financial institutions will have no knowledge of the data communicated in the company terminal.

### 2. Responsibility of the company for the content of company-generated add-on applications

In providing the chip in the Card, the issuing bank merely provides the technical platform which enables the cardholder to store company-generated add-on applications in the Card. Any service provided by the company to the cardholder through the company-generated add-on application will be governed solely by the content of the contract between the cardholder and the company.

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

(1) Any objections concerning the content of a company-generated add-on application must be raised by the cardholder with the company which placed the add-on application on the Card. The company will deal with any such complaints on the basis of the data stored in its system. The cardholder must not hand over the Card to the company for the purpose of processing the complaint.

(2) Any objections concerning the content of a bank-generated add-on application must be raised by the cardholder with the bank.



#### 4. Non-availability of the PIN issued by the bank to the customer for company generated add-on applications

The PIN issued to the cardholder by the bank is not entered when placing or using a company-generated add-on application on the Card or when modifying the content of the application. If the company which has placed a company-generated add-on application on the Card offers the cardholder the opportunity to add another layer of security in respect of this add-on application by a separate identification process of the cardholder's choice, the cardholder must not use the PIN provided by the issuing bank for the use of the payment transaction applications to protect access to the company-generated add-on application.

#### 5. Cancellation of add-on applications

An add-on application generated by a company can only be cancelled in respect of the company which has stored the add-on application in the chip of the Card and this is only possible if the company allows the option of cancelling its add-on application. An add-on application generated by a bank can only be cancelled in respect of the bank and in accordance with the contract concluded with the bank.

