

CaixaBank, S.A., hereinafter, CaixaBank, and the persons whose personal details are specified below, through the digital banking internet distance banking service of CaixaBank, have agreed, on the date stated below, to enter into this contract, which is governed by the following specific and general conditions.

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**Particular conditions**

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**Free telephone number for incidents and claims: 900 40 40 90**

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**COMMON GENERAL CONDITIONS****1. Purpose**

Should there be several, this document governs and organises the contracts for the bank products and services ("the Products and Services") agreed in this document, as indicated in the respective specific conditions covering different contractual relationships, irrespective of whether a number of these have been agreed.

If a contract with multiple holders is entered into, this document may, at the request of all the contracting parties, cover other individually owned Products and Services, stating that these may be contracted in separate documents, should the holders so wish.

**2. Holder(s)**

The ownership of each Product and Service is that stated by the account holders in the respective particular conditions of the contract. When the Holder is more than one individual, unless expressly agreed otherwise, it will be understood that all of them are jointly and severally liable and any of them may individually exercise all rights derived from being the Holder, including the cancellation of the contract. If joint ownership is expressly agreed, the signature and agreement of all or various of the account holders will be required in order to carry out any operation, including cancellation. Hereafter, the expression "the Holder" will cover all of them should there be more than one, unless otherwise gathered from the context.

**3. Product and service price. Expenses**

Fees that must be inherent to the Products and Services taken out are indicated, together with the parameters for their settlement, in the respective specific general conditions or the specific conditions under the "price of the services" heading, or similar heading. They are independent of accrued commissions and recoverable expenses for the provision of services not included within the framework of the present contract which have been specifically sought or accepted by the account holder.

When the contracting party acts as a non-consumer, he/she shall be responsible for expenses deriving from the communications related to the contracted Products and Services. In all other cases, communication expenses shall only apply when a legal regulation so allows. In particular, communication expenses may apply when the contracting party requests additional information which CaixaBank does not legally have to provide, or information is received via a means of communication different to those specified in this contract. Unless specified otherwise, communication expense amounts shall be calculated in accordance with the rates in force at the Spanish Post Office Services at any time.

Unless indicated otherwise by the holder, they give their consent for these dispatches to include commercial advertising or communications, providing that doing so does not increase the cost that is passed on

**4. Modification of conditions**

4.1. CaixaBank may initiate modifications to the general and particular conditions of the Products and Services arranged for an open-ended period via its mail to the contracting party, with a one-month advance notice before the entry into force of this modification, to the mailing address as set out in common general condition 9, or, when the contracting party does not act as a consumer, with a reasonable advance notice prior to the entry into force of this modification, via publication on branches' notice boards and on CaixaBank website or via any other medium recognized by law. Despite the above, all modifications may be applied immediately that are more favorable for the contracting party. When the Products and Services affected by the modification have the consideration of payment services, in particular in the case of demand deposits, the aforesaid advance notice period shall be two months.

In the event of disagreement, the contracting party shall have the right to terminate the contract for the specific affected service, giving notice before this date and with the debtor obligations enduring, as applicable, until their complete payment.

4.2 Modifications related to interest or exchange rates may be applied immediately and without prior notice when they are based on interest or exchange rates of reference agreed in the corresponding contract.

**5. Associated deposit account**

For contracting certain Products and Services, the contracting party may need to designate an associated or linked demand deposit open in CaixaBank, into which charges and payments produced by the operation of the Products and Services shall be settled. In cases such as these, a specific space shall be set aside in the particular conditions, in the understanding that the contracting of the Products and Services is not possible without making said designation and with it, the contracting party assumes the commitment of keeping an associated or linked deposit operative throughout the life period of the contracted Products and Services, with cancellation of the associated or linked deposit account being a reason to terminate the contract, except where the specific general conditions of the Products and Services expressly indicate otherwise. Commissions and expenses derived from opening and maintaining the associated or linked demand deposit account shall be those indicated in the contract for opening said account.

**6. Contract term and termination****6.1 Term**

The specific Products and Services shall be contracted for an open-ended term, unless their respective specific general conditions specify differently.

**6.2 Voluntary termination**

Contracts for Products and Services arranged for an open-ended term may be unilaterally terminated by either party, with no need to express a cause. If it is "the Caixa" that initiates termination, it must give a written advance notice to the contracting party of at least two months. If the contracting party initiates it, a one-month written advance notice addressed to CaixaBank is enough. The contracting party must pay the proportional amount of the debt for accrued periodic expenses and fees stemming from the Products and Services affected by the termination. If they have been fully paid in advance, CaixaBank will reimburse the proportional part in the associated deposit. CaixaBank may charge the contracting parties all expenses stemming from the termination when the party does not act as a consumer.

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For deposits, after the term ends, its balance shall be available to the holder, without accruing interest. Termination requested by the contracting party shall require the lack of an outstanding balance, where CaixaBank reserves the power to postpone the reimbursement of the resulting balance for the time necessary to charge for operations underway.

### 6.3 Causes for termination

Each party may terminate Products and Services contracts if the other party breaches the respective conditions governing them. Termination will involve the immediate enforceability of the entire debt that, as applicable, is owed by each party.

## 7. Conventional offsetting

The contracting party (each of them individually should there be several) irrevocably authorises CaixaBank to compensate the amount of any due obligation, ordinarily or in advance, and not paid, of which they were a debtor before CaixaBank, as principal obliged party or as guarantor, with the rights that they hold before it due to any cash, at-sight or at-term deposit, or securities account of which they are the holder, solely or jointly with other persons.

In the case of indistinct or joint ownership, in accordance with the matters set out in article 1143 of the Civil Code, the offsetting could reach the totality of the deposit balance.

In the case of term deposits, the balance shall be deemed to have matured and be callable for the purposes of offsetting. Furthermore, this authorization is extended to the sale or realization of the securities of which they were owners in any deposit, account or securities file of CaixaBank, with the offsetting being charged to the product obtained.

In any case, the offsetting shall be suitably notified to the party concerned.

## 8. Power of attorney

When the contracting party exercises the rights that stem from the present contract through a power of attorney or other authorised legal representative, the capacity and powers attributed to the latter shall be valid in the same fashion as they were made known to CaixaBank, so long as the bank does not receive word of their modification, revocation or extinction, even when an event or document that modifies or extinguishes them is on the public record or has been registered with the Official Register.

## 9. Notifications

9.1. Unless stated otherwise in the particular conditions, the repository of notifications from the CaixaBank online banking service digital banking and from the ATMs in the CaixaBank network shall be the agreed the communication method with CaixaBank for receiving notifications relating to Products and Services, provided that the Contracting Party has signed up for the digital banking Service or has account books and/or cards or other devices commercialized by CaixaBank or by group entities that allow ATM access. In these cases, the notifications will be made available to the Contracting party in these repositories so that he/she may consult them as many times as desired and obtain a hard copy. Notifications are considered received once they have been made available via these channels.

If, for any reason, the Contracting party does not avail of the digital banking Service or passbooks, cards or other devices that enable him/her to access ATMs, or if he/she expressly requests this, paper notifications can be sent by post to the postal address provided or to the home address recorded under personal details.

Irrespective of the agreed communication channel, CaixaBank may send out notifications pertaining to contract completion or payment requirements by post.

When in accordance with this clause, the agreed means of communication is by post, the Contracting party will be deemed to have received all notifications that CaixaBank sends out to the latest address recorded in its files. It is the Contracting party's obligation to notify of any change of address.

9.2. CaixaBank shall be entitled to charge the accountholder for expenses incurred in sending notifications when, by the express request of the accountholder, these are sent by a means other than the channel agreed by contract, and always when duplicates or additional information is requested.

9.3. In any event, whatever the communication channel agreed, and without prejudice to the applicable regulations, the Contracting party shall have fifteen days from receipt of notifications to communicate their disagreement with the transactions or statements in the notification, and once this period has elapsed without objection, the contents of all notifications shall be taken as outright and consented. Alleging that a document or statement has not been received will not obstruct this tacit agreement if it is not communicated within a reasonable period from when, under usual circumstances, the document should have been received.

9.4. Any time during the term of the Products and Services, the Contracting party may request CaixaBank to provide a copy of the contract on paper or in another of the formats set forth in section 9.1.

## 10. Applicable law and claim procedures

10.1 The present contract is subject to Spanish law and subject to the competence of Spanish courts.

The provider of the contracted banking and payment services is CaixaBank, S.A., CaixaBank, which works in the provision of financial services, whose registered address is Pintor Sorolla, 2-4, 46002 -Valencia, NIF A08663619, registered in the Bank of Spain's Special Administrative Registry under number 2100, which is supervised by the Bank of Spain (Alcalá, 48, 28014 Madrid).

10.2 The contract holder may submit any complaints or claims related to the Products or Services to the CaixaBank Customer Support Department at the following address: Carrer Pintor Sorolla, 2-4, 46002-València. If two months have elapsed after the date when the claim was submitted and such claim has not been settled or if its admission is refused or the petition therein is dismissed, the contract holder may file the claim with the Claim Service of the Bank of Spain at the following address: Calle Alcalá, 50, 28014 Madrid.

## 11. Recording communications

Both parties irrevocably authorise the recording of communications that they maintain (telephone conversations, video conferences, e-mails, faxes or any other form available in the future) in connection with the operation of this contract and they may use these recordings as proof in any legal proceedings that may arise between them.

The parties may request a copy of the transcript of the content of the communications that have been recorded. Delivery of the transcripts by CaixaBank is subject to payment of the price for this service as stipulated in the rate published by CaixaBank that is registered, as the case may be, with the Bank of Spain and in effect at all times.

## 12. Personal data processing

### Party responsible for the data processing

CaixaBank, S.A. (CaixaBank) with Tax ID A-08663619 and registered address at Carrer Pintor Sorolla, 2-4, Valencia.

**Contact details of the Data Protection Representative:** [www.CaixaBank.com/delegadoprotecciondedatos](http://www.CaixaBank.com/delegadoprotecciondedatos)

Purposes of the data processing

Data processing for contractual, legal and anti-fraud purposes

The details requested are needed to sign up for the product or service in question, and they will be processed for this purpose. They will also be processed in order to comply with regulatory obligations, to prevent fraud and to guarantee the security both of your data and of our networks and systems.

Data processing for commercial purposes

- (i) On the basis of a legitimate interest (knowledge of the client, to update and send information about products and services that are similar to those you have already taken out, according to the information generated by the products and services themselves). You may exercise your right of objection in accordance with the section on Exercising rights.
- (ii) On the basis of your consent (in accordance with the authorisations you have given us at any given time). You can view and manage your authorisations in your branch or through the digital banking online banking service.

#### **Communication of data**

The data may be passed on to public authorities for the purposes of complying with a legal obligation, as well as to suppliers of services and to third parties where necessary to handle and carry out the contract process.

#### **Communication of data to the Bank of Spain's Risk Information Centre**

The contracting party is hereby informed that CaixaBank S.A. is required to declare to the Bank of Spain Credit Reporting Agency (CIRBE) the data necessary to identify the persons with whom credit risks are either directly or indirectly held, as well as the characteristics of these persons and risks, particularly those related to their amount and recoverability. In the case of individual business owners carrying out their business activity, this condition will be recorded. CaixaBank S.A. is also entitled to obtain reports from the CIRBE on any credit risks you hold that are registered therein. The holder of the risk declared to the CIRBE may exercise their rights of access, correction and deletion in the terms set out in the law, by writing to the Bank of Spain at the address Banco de España, Calle Alcalá, 50, 28014-Madrid. In the event that the risk holder is a legal entity, they may also exercise these rights by contacting the reporting entity.

#### **Communication of data to authorities or public institutions of other countries**

They are also informed that credit institutions and other payment service providers, as well as payment systems and providers of related technology services to which the data is transmitted in order to carry out transactions, may be obliged by the law of the State where they are located or by agreements drawn up by that State to provide information on these transactions to the authorities or public institutions of other countries, both within and outside the European Union, as part of the fight against terrorist financing and serious organised crime and the prevention of money laundering.

#### **Third-party data processing.**

Any third-party personal data which CaixaBank receives from the contracting party for the purpose of carrying out the requested banking services will be processed solely and exclusively for these purposes and will not be provided to any third parties, except for where the nature of the service necessarily requires it, in which case the use of the data will be limited to the aforementioned purpose. CaixaBank will keep such data confidential and will apply the security measures that are legally required.

#### **Data retention period**

The data will be processed for as long as the authorisations for use that have been given, or the contractual relationships established, remain in force. In accordance with data protection regulations, this data will be kept (during the limitation period of the actions derived from the contractual relationships in place) solely for the purposes of complying with the legal obligations that CaixaBank is required to meet, and for the purposes of preparing, exercising or defending complaints.

Exercising rights and filing complaints through the Data Protection Authority

The holder of the data may exercise their rights in relation to their personal data (access, portability, revocation of consent, correction, objection, limitation and deletion) in accordance with the current regulations by visiting any CaixaBank branch, by writing to the post office box address APARTAT DE CORREUS 209 de 46080 VALÈNCIA, by visiting the website address [www.caixabank.com/ejerciciodederechos](http://www.caixabank.com/ejerciciodederechos), or through their online banking service.

They may also file complaints related to the processing of their personal data with the Spanish Data Protection Authority ([www.agpd.es](http://www.agpd.es)).

#### **Communication of data to records relating to the fulfilment or non-fulfilment of financial obligations**

The parties to this agreement are duly informed that in the event of failure to pay any of the obligations established herein, data on such debt may be reported to monetary obligation compliance records.

### **13. Waiver**

When the contract has been formalized by any medium remotely, the contracting party may exercise their right to waive the contract at any CaixaBank branch. Furthermore, when the contract was formalized via remote channels, the waiver may be executed via the digital banking e-banking service.

In this case, the contracting party must go to the "Personal Settings" tab, located on the top of the homepage and then select the "Waive Contracted Products" option on the right side of the screen. A form will then be displayed, in which information must be filled in on the contract to waive. In order to waive the contract, you will need the PIN2 from your coordinates card and the contract number. In particular, if the contract was executed at an ATM, the contracting party may exercise the right by selecting "Waiver of products or services", which is under the "CaixaBank products and services" option on the ATM initial navigation screen. A form will then be displayed, on which you shall have to fill in information about the contract you wish to waive. You will need your card and contract number to be able to waive the contract.

### **14. Cession of the contract and the associated rights and/or obligations**

CaixaBank may totally or partially cede the rights and obligations stemming from the Products and Services. When CaixaBank aim to execute said cession, it shall first notify the contracting party via the mailing method agreed for sending notifications, with a minimum advance notice of one month. When the cession of all the contract's rights and obligations or of the obligations is not the consequence of a merger, spin-off, global asset and liability assignment or another operation of similar structural modification, the contracting party may oppose said cession by notifying CaixaBank within the advance notice period set out above, in which case the contract shall be terminated under the terms and conditions set out in this contract.

### **15. Preferential application of contractual conditions**

For the purpose of the terms of this contract, the contracting party shall be understood to not hold the status of consumer when acting in the scope of their occupation or business when contracting Products and Services.

When the contracting of Products and Services is related to the contracting party's occupation or business, Bank of Spain Circular 5/2012 of June 27, Order EHA/2899/2011 of October 28 and Order EHA/1608/2010 of June 14 shall not be applicable, nor Title III or articles 30 and 32 of Law 16/2009 of November 13 or any other rule that replaces or implements it, except when their application is compulsory.

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## **SPECIFIC GENERAL CONDITIONS FOR AT-SIGHT MONEY DEPOSIT ACCOUNT**

### **1. Purpose, definitions and scope**

1.1 Object. The purpose of this framework agreement is to regulate the opening of a demand deposit, hereinafter "the Deposit", which allows its holder to deposit cash, and renders CaixaBank responsible for its custodianship and immediate reimbursement, within the terms established therein and, when expressly agreed, to repay the balances deposited.

Furthermore, this contract establishes the conditions applicable to the rendering of payment services subject to the Deposit, to the management of the collection of certain documents, complementary services and other operations required to manage this Deposit.

1.2 Definitions For the purposes of this contract, a Payment transaction is any action initiated by the accountholder or by its beneficiary consisting in transferring or withdrawing funds from the Deposit; A payment order is the set of instructions that the accountholder gives to CaixaBank for the purposes of executing the payment transaction; and a Payment service subject to Deposit, also a "Payment Service" is the activity that CaixaBank performs within the framework of this contract on behalf of the holder, consisting of the execution of different types of payment transactions.

1.3 Scope of application The Payment Services subject to Deposit are a) cash withdrawals; b) different types of transfers charged to the Deposit; c) "CaixaBank HomePay" money transfers; d) amounts debited from the Deposit (bills) or other payment transactions ordered by the accountholder; e) cash lodgments made by the accountholder; f) lodgments of other payment orders destined to the Deposit, such as third party cash lodgments, transfers and payments.

These specific general conditions set forth the common conditions applicable to Payment Services in this framework contract and other complementary services. Prices and certain specific conditions are stated in the Annex. The conditions established in the annex for rendering of these services complement or substitute, depending on the case, the regulations contained herein. In the event of contradiction between the two, the contents of the Annex shall prevail.

## **2. Authorized**

The accountholder may designate one or more authorized persons to carry out on his/her behalf any right or faculty deriving from the contract, including its cancellation, using the forms that CaixaBank provides for this purpose.

## **3. Terms and Conditions of availability of the Deposit**

Provided that the conditions established herein are met, CaixaBank cannot refuse to carry out a payment transaction against the Deposit when authorized by the accountholder. Any other means of accessing the Deposit or providing consent, other than those stipulated herein, must be expressly accepted by CaixaBank.

3.1 Access to the deposit The accountholder may make cash lodgments and withdrawals, access the rest of the payment services and consult the balance and movements at any CaixaBank branch availing of a teller service or at any ATM in the CaixaBank network, to the extent that these services are available at ATMs or through the CaixaBank electronic banking service digital banking and have been contracted by the accountholder.

Furthermore, the accountholder may make cash withdrawals and consult the balance of the Deposit at ATMs of other banks in the payment system with whom CaixaBank has reached ATM use collaboration agreements, such as SERVIDED, EURO 6000 or 4B.

3.2 Means of communicating consent In order to request the execution of payment transactions charged to the Deposit or to manage the collection of bills, the accountholder must provide his/her consent by signing the applications or forms that CaixaBank provides them for this purpose, on paper or in another format, filling in the details that are required in each case or, in the case of direct debits, by signing the corresponding direct debit order.

To use ATMs it is necessary to obtain a bank book provided by CaixaBank or another payment instrument issued by CaixaBank, by CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., CaixaBank Payments & Consumer or by GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L. "MoneyToPay", and comply with the conditions of use established in the framework contracts for these instruments.

3.3 Available balance CaixaBank is not obliged to fulfill cash withdrawals or execute any payment orders charged against the Deposit when the available balance is insufficient.

3.4. Deposits in an envelope through an ATM. The contract holder may make deposits in envelopes through ATMs at any self-service terminal that allows this. If the holder chooses to use this service, the deposited amount will appear as a pending entry and will not be available until it has been counted on the closest business day after the date the deposit is made. The value date of the entry shall be the date when the cash was deposited in an envelope through an ATM and not the one the amount becomes available.

## **4. Common terms and conditions applicable to payment operations**

CaixaBank will execute payment operations within the framework of this contract under the following conditions, without prejudice to the conditions set forth in the Annex regarding payment services subject to the Deposit and other complementary services:

4.1 Single code The only information or code that the party ordering the payment transaction against the accountholder's Deposit will require for its proper execution is the IBAN code, which is stated in the specific conditions. In the case of transfers charged against the Deposit, the single code required is the IBAN of the beneficiary account.

4.2 Reception of payment orders The time of receipt of a payment order will be the moment it is received by CaixaBank, regardless of the order in which it was processed directly by the Deposit holder or, indirectly, via the payee of the order.

If the order is received on a non-business day, the payment order will be treated as received on the following business day. Orders received after 11 am shall be treated as received on the following business day.

4.3 Terms of execution Payment transactions in euros, ordered by the holder and charged to the Deposit, shall be paid into the account of the payee's payment service provider the day after the date of receipt, at the latest. This term may be extended by one business day if the payment order is initiated on paper. When the payee's payment service provider is located in a country outside the European Union, the deposit will be made within the four business days following the time of receipt. When this supplier is located in a non-EU country, the terms of execution shall be those established in each case.

4.4. Rejection of a payment order CaixaBank will not be obliged to execute payment orders against the Deposit when the Deposit's available balance is not sufficient or the information or single code necessary to execute the order is incorrect or incomplete. Nor will it be obliged to execute when the order does not comply with the customer admissions policy and transaction execution policy that CaixaBank has approved in compliance with the standards for the prevention of money laundering and financing of terrorism prevailing at the time. The holder shall be liable for all expenses incurred on notification of payment order rejection issued by CaixaBank, if any.

4.5 Cancellation When the payee initiates a payment order against the accountholders' Deposit, the accountholder cannot cancel it once the payment order or execution consent has been transmitted to the payee, without prejudice to the refunding rights stipulated in section 4.7. When the date of receipt of a payment order is arranged in advance by the parties, the accountholder can cancel the order before the end of the business day immediately prior to the scheduled date of receipt. The expenses incurred upon cancellation of the payment order shall be borne by the accountholder.

4.6 Amounts received CaixaBank can deduct from the amount of a payment transaction destined to the Deposit the fees and commissions charged, if any, by the accountholder for the rendering of said payment service.

4.7 Right to refund With respect to payment transactions charged to the accountholder's Deposit, initiated by or through the payee, the accountholder has the right to a refund in the following cases: a) if the direct debit order or charge authorization on your Deposit does not specify the exact amount of the transaction and b) if the amount of the transaction exceeds the amount the ordering party could deem reasonable taking into account prior expense guidelines, the conditions of this contract and the circumstances of the case. The accountholder can request CaixaBank to refund the transaction within a maximum period of 8 weeks from the date the funds were debited from the Deposit. CaixaBank can require the accountholder to provide information and documentation he/she considers necessary to certify compliance with the aforementioned conditions. The accountholder will not have the right to a refund when, having been informed of the payment order conditions, he/she conveyed his/her consent directly to CaixaBank at least four weeks before the date the debit entry for the payment order was scheduled.

4.8 Information on payment transactions to authorities in third countries Credit institutions and other payment service providers, as well as payment systems and providers of technological services relating to those that transmit data in order to execute payment transactions, may be obliged by local State legislation or agreements entered into, to provide information on payment transactions to the authorities or official bodies of other EU and non-EU countries, within the framework of the standards in place to combat money laundering and the financing of terrorism and other forms of serious organized crime.

## **5. Responsibility for rendering the Payment Services subject to the Deposit**

5.1 Notification in the event of unauthorized or incorrectly executed payment transactions When the accountholder becomes aware that an unauthorized or incorrectly executed payment transaction has been lodged or charged against the Deposit, he/she must notify CaixaBank

without undue delay. The maximum period for making this notification shall be 13 months from the date of lodgment or charge, unless the accountholder is acting as a Consumer, in which case the period is cut to 15 days.

When the accountholder is not acting in its capacity as the Consumer, the transactions recorded in the files of CaixaBank shall be presumed to have been consented by the Deposit holder in the same terms reflected therein.

5.2 Correct single code CaixaBank shall not be responsible for the failure to execute or the incorrect execution of transactions attempted with an incorrect code provided by the accountholder. However, CaixaBank shall make all reasonable efforts to recover any funds, whilst any expenses incurred in this process shall be charged to the accountholder.

5.3 Liability for faulty execution In the event of unauthorized payment transactions or payment transactions that are authorized but incorrectly executed by CaixaBank, CaixaBank shall debit or credit, where applicable, the amount of the transaction on the Deposit immediately, reinstating the Deposit to the status it would have remained in had the unauthorized transaction not been carried out or the errors in execution not occurred.

5.4 Exemption from liability In any case, CaixaBank shall be exempt from liability in the event of exceptional or unforeseeable circumstances outside their control, the consequences of which would have been inevitable in spite of all efforts to the contrary, or if other legal obligations apply.

## **6. Conditions applicable to management of bill collections for account lodgment**

6.1 Conditional lodgements Bills, including bills of exchange, for which CaixaBank handles collection for lodgment into the account shall not be available until effectively collected by CaixaBank in accordance with the conditions applicable in each case, even if the amount is entered into the Deposit as a credit entry.

6.2 Authorization for communication of non-payment of bill The accountholder authorizes the treasury entities corresponding to the documents being handled for collection so that, acting on their own behalf, in the event of non-payment, the debtors shall be notified of their obligation and authorized to provide information on the default to equity solvency and credit service providers. The contracting party is obliged to notify CaixaBank immediately when the debt is subsequently paid off, accepting the responsibilities derived from the non-payment of the obligation and from the maintenance of inaccurate data in CaixaBank files and/or files of the aforementioned service providers.

## **7. Conditions applicable to payment transactions or management of bills in foreign currency**

7.1 Currency of the contract The currency of the Deposit is stated in the specific conditions. If not expressly stated, the Deposit shall be denominated in euros. CaixaBank shall not be obliged to render payment services subject to the Deposit or to handle the collection of bills in currencies other than the currency of the Deposit. However, when CaixaBank accepts the rendering of services that involve currency exchange, the execution term of the service shall commence from the business day immediately following the date the currency exchange can be made.

7.2 Exchange rates of reference If applicable, the exchange rate applicable to the currency conversion to be carried out in the rendering of payment services subject to the Deposit or the handling of bill collections shall be the official quoted exchange rate of the corresponding currency at the time of execution, plus or minus a percentage set forth in the Annex, for the conversion of the currency to euros or the conversion from euros to the currency, respectively.

The exchange rates shall be available to the accountholder at any branch of CaixaBank, on the CaixaBank website or via the CaixaBank electronic banking service, digital banking.

## **8. Price of the services**

8.1 Price for opening and managing the deposit CaixaBank shall be entitled to charge the following fees, at the rates specified in the specific conditions:

Deposit maintenance This fee is accrued on account of the operative maintenance of the Deposit and should be paid upon accrual at the intervals established in the specific conditions or, if not specified, on a quarterly basis.

Deposit administration This fee is accrued for each entry made in the Deposit as a result of a payment transaction made or charged to the account and shall be paid at the intervals established in the specific conditions or, if not specified, on a quarterly basis. If the account holder is a legal entity, in the case of cash deposits at a teller window, the account entry will state the reason for the operation.

Currency conversion For currency conversion, CaixaBank shall be entitled to charge a currency exchange fee equivalent to the percentage stated in the specific conditions multiplied by the amount of the transaction prior to conversion. This fee shall be deducted from the amount of the transaction once the conversion is made.

Claiming outstanding amounts: CaixaBank may receive an amount for the procedures that it considers necessary to carry out in order to collect each payable position that is unpaid on its due date (loan instalments, card debts, fees, overdrafts, etc.). These procedures could consist of phone calls, SMS, emails, PUSH notifications, meetings or written notices sent by post or made available to the customer through the on-online banking services for the purpose of informing the customer of the amounts owed, ordering payment thereof, warning such customer of the consequences of not paying these amounts and even negotiating forms of refinancing his/her debt.

Regardless of the number of procedures carried out, CaixaBank will charge the amount of thirty-five euros ( 35) as of the time the first written claim requesting payment is sent. New charges may not be made to claim the same payable position.

8.2 Price for rendering of payment services subject to the deposit and other additional services For the rendering of payment services and other additional services the fees applicable are stated in the annex. These fees are independent to those stated in section 8.1 and shall be accrued upon execution of the payment transaction requested or the service rendered.

8.3 Fee charging Any fee accrued under this framework contract shall be charged against the Deposit.

## **9 Interest and valuation standards**

9.1 Interest Balances payable to the accountholder shall generate interest as established in the specific conditions, as follows:

to) Calculation by daily balance:  $\text{Interest} = (\text{Daily balance} - \text{exemption}) \times \text{Annual nominal rate} / (\text{Calendar days of the year} \times 100)$ .

b) Calculation by average balance:  $\text{Interest} = (\text{Average balance of the period or fraction thereof} - \text{exemption}) \times \text{Annual nominal rate} \times \text{Calendar days or fraction thereof in the period} / (\text{Calendar days of the year} \times 100)$ .

c) Calculation by average balance tranche:  $\text{Interest} = \text{Sum of the interest corresponding to each tranche of the balance. Calculation of interest of each tranche: Average balance of the period in the tranche} \times \text{Annual nominal rate of the tranche} \times \text{Days in the period} / (\text{Days of the year} \times 100)$ .

If stated as "Minimum balance condition", the interest rate agreed can only be applied if the average balance exceeds the minimum amount indicated. For the purposes of calculating interest, lodgment and withdrawal entries shall be valued based on the valuation standards stated herein, in accordance with the stipulations of prevailing legislation.

9.2 Valuation standards For the purposes of calculating interest, the value date of the lodgments made into the Deposit shall not be after the business day upon which the amount of the transaction was received by CaixaBank; the value date of the charges into the Deposit shall not be before the date the transaction is debited; the value date of the amount lodged into the account corresponding to the documents being managed shall be the date on which these are effectively collected.

## **10. Overdrafts**

### **10.1 Implicit overdrafts**

CaixaBank is not obliged to process payment orders if there is insufficient available balance in the Deposit. Nevertheless, at its discretion, it may permit such orders to be debited, resulting in the Deposit becoming overdrawn and the cost indicated in the section "Price of the overdraft service" of the next clause being applied.

In the event of an overdraft being generated, the account holder should correct the overdraft situation immediately, without the need for any requirement to be sent to them.

## **10.2 Family Nómina overdrafts and Family overdrafts**

**10.2.1 Description of the overdraft service:** If the account holder has their salary directly deposited into their account or into this on-demand deposit account and/or they meet the requirements set out below, CaixaBank may offer them the Family Nómina overdraft service (when the Account Holder has their salary directly paid into the deposit in question) or the Family overdraft service (when the Account Holder does not have their salary directly paid in to this deposit but they meet the rest of the established requirements), as applicable, which hereinafter will be referred to as "the Service". This will allow the Account Holder to draw down on their deposit in excess of the balance held in it, up to the limits indicated in each case in the specific conditions and for the uses indicated. The provision of this service to the Account Holder is discretionary for CaixaBank. However, once granted as a result of the account holder meeting the access requirements, CaixaBank undertakes to process payment orders to be charged to their account, even when there is insufficient balance, provided that the Account Holder continues to meet the access requirements and does not pass below the limits indicated.

For the purposes of accessing the Family Nómina overdraft service, a salary will be understood as a regular payment that the account holder receives as payee, either in virtue of an employment relationship or as an employee of the state, and the amount of which is at least the Minimum Wage (in Spanish, the SMI). This payment must also be deposited into the on-demand deposit account in question, by means of a salary or pay-check bank transfer that is ordered or issued directly by the payer of the salary.

If there is more than one Account Holder who has their salary directly paid into this on-demand deposit account, for the purposes of calculating the overdraft limit, the amounts received by both account holders as salary will be added together. If there are also Account Holders who enjoy specific conditions for certain groups, in accordance with the criteria established by the bank, the overdraft limit will be calculated by adding together all the amounts received as salary by the members of such groups and, separately, all those received by any holders who do not meet this condition, and the higher of the two sums will be taken as the overdraft limit.

In the event that the same Account Holder has more than one salary directly paid into this on-demand deposit account by different employers, the sum of both incomes will be taken into account for the purposes of calculating the overdraft limit, up to a limit of three thousand euros (€3,000).

**10.2.2 Requirements for accessing the service:** The requirements that the Account Holder must meet are as follows:

- a) Be an individual
- b) Have been a customer of the bank uninterruptedly for at least the last three (3) months prior to the date of the first overdraft transaction.
- c) Be up to date in complying with any obligations contracted with CaixaBank.
- d) Not have requested, nor the bank have accepted, the refinancing of their payment commitments with CaixaBank.
- e) Have, and continue to have, bills paid out of the deposit by direct debit and/or hold a debit card with CaixaBank Payments & Consumer.
- f) Any other condition established or which may be established in the particular terms and conditions.
- g) Additionally, in order to access the Family Nómina overdraft service, the Account Holder must have, and continue to have, their salary directly paid into this on-demand deposit account, which is not associated with any credit account contract, without any special conditions agreed for using the overdraft other than those set out in this section. Furthermore, the balance of this deposit must not have been frozen, neither partially nor in full, and the credit rights of the deposit must not be pledged as a guarantee for any obligations contracted either with the bank or with third parties.

In cases involving specific conditions for certain groups, determined in accordance with the criteria established by the bank, the Account Holder must continue to qualify as a member of the group in question in order to enjoy such specific conditions. Losing this status will result in the automatic loss of the possibility to carry out overdraft transactions in the terms set out in the specific conditions for certain groups. This does not affect the Account Holder's ability to carry out overdraft transactions, as intended for Account Holders who do not belong to such groups, if the conditions set out in this section are met.

**10.2.3. Uses for the overdraft:** The overdraft may be used for any of the following purposes:

- (i) To make cash withdrawals: overdraft cash withdrawals may be made from this on-demand deposit account, both at CaixaBank ATMs and at any of the bank's branches that have a cashier service. Transfers will also be permitted, as will debit card payments charged to the cash withdrawal limit. In the case of transfers, these may also be carried out through the digital banking service CaixaBankNow, if the Account Holder has signed up for this service.
- (ii) To pay direct debit bills that are charged to the deposit.

Overdraft transactions used to make repayments on loan or credit facilities granted by CaixaBank, or to service any other payment obligations contracted with the bank, will not be permitted, nor will any overdraft transactions to pay bills charged by other financial institutions that grant loans.

The maximum available limit for each use of the overdraft (cash or bill payment) is established in the specific conditions of the contract. When the limit fixed for bill payments has been completely drawn down, the overdraft limit will be considered used up and, therefore, it will not be possible to carry out overdraft cash withdrawals. Furthermore, the amount of any cash withdrawals made against the overdraft will be deducted from the limit available for bill payments.

When the Account Holder refunds the amount of the overdraft that has been used, the overdraft limit will automatically be reinstated by that amount, i.e. the available amount will increase again by the amount reimbursed, up to the maximum limit established at any given time.

**10.2.4 Cancellation of the service:** The Account Holder may cancel the service at any time. The cancellation request may be made in writing, addressed to CaixaBank, and may be filed at any branch open to the public.

**10.2.5 Duration of the overdraft service:** The service is for an indefinite term. Therefore, as long as the Account Holder meets all the access requirements and none of the parties has informed the other of their desire to discontinue the service, overdraft transactions will be permitted up to the limit and for the uses established in the specific conditions of the contract.

Nevertheless, overdraft transactions that exceed the balance of the deposit will not be permitted when the Account Holder:

- a) Stops having their salary directly paid into this on-demand deposit account, if the overdraft made available is the Family Nómina overdraft.
- b) Associates this demand deposit account to a credit account contract.
- c) Agrees special conditions to carry out overdraft transactions in the deposit in question other than those agreed in this section.
- d) Has the balance of this demand deposit account subject to an attachment, regardless of the attaching creditor.
- e) Pledges the credit rights derived from this on-demand deposit account as a guarantee for obligations contracted with the bank or third parties.
- f) Has requested, or the bank has accepted, the refinancing of their payment commitments with CaixaBank.
- g) Stops having bills charged to the deposit account by direct debit and/or the Debit card contracted with CaixaBank Payments & Consumer.
- h) Fails to fulfil any requirement established or that may be established in the future in the special conditions.
- i) Is not up to date in complying with any obligations they have contracted with CaixaBank.
- j) Sees a deterioration in their solvency or payment capacity, or when there is a change in the circumstances that were taken into account when the overdraft was granted.

Any of the circumstances considered in letters a) to h) will result in the automatic loss of the ability to carry out overdraft transactions in the terms set out in this section. In the case of the circumstances set out in letters i) and j), the bank will inform the Account Holder of their loss of the ability to carry out overdraft transactions in the terms set out in this section. The parties expressly agree that any communications to inform the Account Holder in this way may be carried out by any of the means agreed in this deposit contract, as well as through the short message or SMS service, which is available on the Account Holder's mobile phone, where this means of communication and the communications repository of CaixaBankNow are preferred to any other means that may be agreed.

In addition, if there is more than one Account Holder with their salary paid into this on-demand deposit account, the death of any of them will result in the automatic loss of the ability to carry out overdraft transactions in the terms set out in this section for the aforementioned joint holders or holders.

**10.2.6 Modification of the conditions applicable to the overdraft:** CaixaBank may modify the conditions of the service or may cancel the service, even if the circumstances indicated in the previous section do not arise, by informing the Account Holder with one (1) month's advance notice prior to the change or cancellation of the service coming into effect. The Account Holder will be informed in this way by letter, sent to the correspondence address agreed in this contract.

**10.2.7 Price of the overdraft service:** Overdraft transactions are not free of charge, and carry a cost for the Account Holder. CaixaBank may charge the account holder the following amounts, with the frequency and other parameters indicated in the specific conditions:

a) the price of the service of opening an overdraft, calculated as the greatest overdraft balance of the deposit in each settlement period, which under this contract is quarterly. This amount will be settled at the end of each calendar quarter and will be charged to the deposit. This amount will be collected by charging the overdraft, regardless of the amount of time the deposit remains overdrawn in each quarter.

b) overdraft interest charges, calculated on the daily balance and based on the 360-day business year (daily overdraft balance x annual nominal rate / (360 x 100)), will accrue daily and will be settled quarterly. The applicable nominal rate is indicated in the special conditions.

c) Claiming unpaid amounts: CaixaBank reserves the right to charge an amount for any administrative procedures it has to undertake in order to recover each overdue balance that remains unpaid at maturity (loan repayment instalments, card charges, fees, overdrafts, etc.). These administrative processes may consist of phone calls, SMS, emails, PUSH notifications, meetings or written communications submitted by postal mail or placed at the client's disposal by online banking services, the purpose of which will be to inform the client of debts owed, require payment of the same, warn the client of the consequences of non-payment or propose negotiation of debt refinancing. Regardless of the number of procedures carried out to recover such balances, CaixaBank will debit the client the sum of thirty five euros (€35) from the moment the first claim is made in writing requesting the payment. The client will not be permitted to debit new amounts to recover the same overdue balance.

Such sums will be charged to the on-demand deposit account itself.

**10.2.8 APR of the overdraft service:** The APR is a percentage that reflects the cost of the service. The APR is indicated in the specific conditions, together with the overdraft interest rate and the price of opening the service.

The APR in this contract has been calculated on the basis of a transaction with the same characteristics and conditions as those indicated in the specific conditions, and in accordance with the provisions of appendix I of Act 16/2011 of 24 June regarding consumer credit contracts. As a result, taking into account the fact that the service is for an indefinite period, the APR of the contract has been calculated based on the assumption that the service is for a three-month period, as indicated in the regulations.

**10.2.9 Consequences of failing to repay the overdraft:** The Account Holder must repay the overdraft immediately, without the need for CaixaBank to send them any requirement. If the Account Holder has used the service and the overdraft is not reimbursed immediately or, where applicable, with the deposit of the following salary payment, CaixaBank may demand the overdraft balance through whatever judicial or extrajudicial means it considers necessary, and in any case it may offset the overdraft against the client's other balances, as set out in this contract. In this case, CaixaBank will not be obliged to allow the client to use the service, and it will inform the Account Holder of this by the means agreed in this contract.

## 11. Additional conditions for passbook customers

When the accountholder has contracted the Deposit with a passbook option, the following additional conditions shall apply:

**11.1. Nature and functionalities** CaixaBank shall furnish the accountholder with a passbook upon entering into the contract. The passbook is non-transferrable. Only the contract signatory can use it. "CaixaBank can require that the customer present the passbook in order to allow withdrawals or accept lodgments by the holder. In these cases, the recording in the passbook of the amount withdrawn shall imply the accountholders full agreement with the transaction performed.

The accountholder may access the payment services subject to the Deposit, obtain information and update the passbook at CaixaBank ATMs or at any similar device provided by CaixaBank, by entering the PIN provided by CaixaBank.

CaixaBank shall have the right to charge a fee for issuing the card, as stated in the specific conditions.

**11.2 Replacement, removal and duplication** CaixaBank reserves the right to substitute the passbooks for other mediums that incorporate the same or enhanced functionalities, or to restrict or remove the operability of issued passbooks, by notifying the contract holder of its decision with at least two months notice of the date the change will come into effect.

Passbook duplicates shall be issued fifteen days after application. CaixaBank may limit the issuance of passbook duplicates to a specific number per contract. In any event, the expenses generated on the issuance of passbook duplicates shall be charged to the accountholder.

**11.3 Conservation and safekeeping** The accountholder is responsible for the conservation of the passbook and shall take reasonable measures to: keep the PIN number secret at all times, refraining from writing the number on the passbook or any document that may be stored alongside it, and avoid the use of personal details (dates of birth, phone numbers, etc.) based on which the PIN number could be easily guessed; and to avoid robbery, forgery or loss of the passbook. In these cases or others in which the personal identification number becomes known by other persons against the passbook holder's will, he/she must notify CaixaBank immediately as soon as it becomes known. This notification can be made at any time by calling the CaixaBank freephone service set up for this purpose on 900 40 40 90, as announced on the noticeboards of all CaixaBank branches, on [www.CaixaBank.es](http://www.CaixaBank.es) in the area reserved for this purpose. When the accountholder requests a refund of the payment order amount, he/she shall have to do so in writing, duly signing the application, and within the stated term, indicating the reason for the refund request and attaching a copy of the corresponding report filed with the competent authority in the case of unauthorized payment orders, or, in other cases, the documents and informing supporting their claim.

**11.4 Liability** In the event of unauthorized payment transactions resulting from the use of a stolen or lost passbook, the accountholder shall be liable for any losses incurred until such time as CaixaBank receives notification in the terms set forth in section 11.3, up to a maximum of 150 euros or the legally established amount. The accountholder shall not be liable for any economic loss caused by use of the passbook after said notification is received. The aforementioned limited liability shall not apply when the accountholder is not operating in his/her capacity as a Consumer.

Under no circumstances shall CaixaBank be liable to refund the amount of unauthorized or incorrectly executed payment transactions, nor shall the limit of liability established in the above paragraph apply when the accountholder has acted fraudulently or failed to comply deliberately or due to grave negligence with the conditions established herein governing the use of the passbook and, in particular, the contents of section 11.3.

**11.5 Temporary blocking** CaixaBank reserves the right to temporarily block the use of the passbook when one or more objective circumstances concur that could reasonably suggest: to) that the security of the passbook as a payment instrument has been compromised; b) that the passbook may have been used fraudulently or without authorization. In such cases, CaixaBank shall notify the accountholder that the passbook has been temporarily blocked and state the reasons for this decision. Wherever possible, this notification shall be made in advance using the communication channels agreed with the accountholder, otherwise, notification will be made immediately after the block, unless there are objectively justified reasons to believe that notification could compromise security, or it were against any other regulatory provision.

**11.6 Disagreements among joint holders** In the event of multiple holders, should one holder claim that the passbook has been withheld from them by another holder, CaixaBank may access and withhold all or part of the balance. In such a case, no debit entries can be made against the withheld sum, except for debts with the entity itself, seizures or bankruptcy proceedings. The block will be upheld until the claiming party drops the objection, the accountholders resolve their differences by mutual agreement or the legal authority determines how to proceed.

## 12. Deposit guarantee fund:

The deposits held by CaixaBank are guaranteed by the Deposit Guarantee Fund (C/ José Ortega y Gasset, 22 - 5ª planta, 28006 Madrid; phone: +34 91 431 66 45; email address: [fogade@fgd.es](mailto:fogade@fgd.es); website: [www.fgd.es](http://www.fgd.es)) stipulated by Royal Decree-Law 16 of 14 October 2011. The amount guaranteed is €100,000 per depositor in each credit institution. The outstanding debts of the contracting party with the credit institution will be taken into account to calculate the reimbursable amount.

## **SPECIFIC TERMS AND CONDITIONS RELATING TO THE DIGITAL BANKING SERVICE**

### **1. Purpose**

The purpose of this contract is to set forth the terms and conditions of the CaixaBank online banking service digital banking, which permits the Contracting party online access to the following services: View information; Carry out orders relating to previously arranged banking, payment, investment or insurance services; Register for new products and services; Message and document filing service; Participate in Virtual Communities, Social Networks and other spaces.

### **2. Access channels to the digital banking Service**

Access to digital banking must be through electronic devices that belong to the Contracting party, such as a personal computer, or cell phone and other electronic devices and/or those made available by CaixaBank for this purpose.

All costs of the elements necessary for accessing the services available in digital banking will be the responsibility of the Contracting party, regardless of the electronic channel used, as well as any costs incurred in the connection, maintenance and use of these elements.

The Contracting party shall be responsible for adopting the necessary means to guarantee the optimum security and operability of these devices in accordance with the technology available at all times, and commits to complying with the recommendations on security provided by CaixaBank in the Security section in [www.CaixaBank.es/security](http://www.CaixaBank.es/security)

Depending on the device used to access digital banking, the functions of this service may be limited or even restricted for certain uses.

### **3. Terms and Conditions of Use**

**3.1 PERSONAL NATURE OF THE SERVICE AND USE BY THIRD PARTIES PROHIBITED.** The digital banking service is taken out for the private, personal and confidential use of the Contracting party within the framework of his relations with CaixaBank. Any communication, incorporation or extraction of information or details for commercial or professional purposes, or for any other purpose, by third parties, is excluded.

Thus, the transfer of the use of the digital banking service by the Contracting party to third parties or companies, unless CaixaBank has given its express agreement, is expressly prohibited. As a result, it is expressly forbidden to transfer to third parties the use of the service, the identifiers, the access and signature codes, and any other personalized security feature that CaixaBank has provided to the Contracting party, particularly if such transfer of use has occurred in the framework of a contractual relationship of a business nature between the Contracting party and third parties providing payment or banking services or auxiliary services such as financial aggregators.

If CaixaBank receives indication that a prohibited transfer of use has occurred in the digital banking service, CaixaBank shall be authorized to immediately block access to the Service, in accordance with the provisions set forth in the specific term and condition no.10, and implement the organizational and technological measures it deems necessary to prevent such access.

In all cases, the Contracting party shall be responsible for informing any third party that may be interested in the use of the digital banking service, of the limitations established for use by third parties. CaixaBank is exempt from any responsibility deriving from non-compliance with these limitations, including any sanctions that may be imposed by the statutory authority.

The limitations on the use of the Service by third parties are established notwithstanding what is laid down in the specific general term and condition n°. 5.3 on "Authorized Users "

**3.2 IDENTIFIER AND PASSWORDS AND SIGNATURE CODES.** To access the digital banking Service, the Contracting party and/or the Authorized Users will receive from CaixaBank, an identifier code, and password and signature code(s). These are strictly personal and non-transferable. For security reasons, CaixaBank shall establish the precise sequence of identifying details, for access and signing when providing any of the services requested, and it reserves the right to change this at any time, in order to ensure security when rendering these services.

CaixaBank reserves the right to implement the rules and security measures it deems appropriate at any time, as well as those stipulated by law, in order to ensure the proper, secure and confidential use of the service and the data contained in it.

As a security measure, CaixaBank may set quantitative and/or transactional limits on the provision of contracted Services, notifying the Contracting party beforehand whenever possible.

Users will take all possible measures to avoid errors in the execution of payment orders and the dispatch of details, and will accept all responsibility and any consequences that may arise from such errors. Nevertheless, CaixaBank will make reasonable efforts to correct the non-execution or the incorrect execution of payment orders imputable to the user, and may apply to the latter any expenses incurred in the recovery of the funds which are the object of such payment orders.

**3.3 ELECTRONIC SIGNATURE OF DIGITAL BANKING.** The different services provided by digital banking shall require the use of the personal identification number (PIN) and one or two passwords and signature, according to what is established each time.

The personal identification number (PIN), combined with the password(s) and signature, along with other electronic data generated by digital banking or associated with it, will be used as a means to identify the Contracting party or the "Authorized User", and will be considered to be the Contracting party or the "authorized user's" electronic signature. This electronic signature shall have the same value in relation to data recorded on electronic documents generated within the Línea Aberta environment as a handwritten signature in relation to data recorded on paper.

### **4. Basic services included in digital banking**

**4.1.** Through digital banking, the contracting party may access the following services:

**QUERIES.** Accessing information about the products and services contracted with CaixaBank and other institutions with which CaixaBank has entered into a collaboration agreement, enabling the contracting party to obtain details about the main features of the contracted product or service, in addition to information enabling him/her to continue with the transaction. The presentation and extent of such information may vary depending on the channel used to access it.

**EXECUTING ORDERS.** Related to previously contracted banking, payment or insurance services. In order to issue orders through digital banking, the contracting party must firstly read, fill in and sign the forms and documents provided by CaixaBank for such purpose from time to time. Signing the payment orders may require the electronic signature codes provided to the contracting party, as stipulated by CaixaBank and, when appropriate, by the user. In this respect, CaixaBank may not require the electronic signature from the user for recurrent transactions, previously designated recipients or any others that CaixaBank may determine.

**REGISTER FOR NEW PRODUCTS AND SERVICES.** digital banking permits the Contracting party to register for products and services by means of the electronic signature established in the specific general term and condition n° 3.3. During this process, the Contracting party will be shown the information and documentation required to validly conclude the contract. The Borrower may download mandatory pre-contractual information on a durable medium. After signing the contract, the Contracting party will be given a copy of the contract carried out through the digital banking Service.

When the contracting of a product or service includes the right to waiver, the Contracting party may execute this through the form provided especially for this service, in the section reserved for exercising this right, within the digital banking Service environment.

**OPEN STOCK EXCHANGE.** The Open Stock Exchange service allows users to contract financial instruments, view investment products and services of which the Contracting party is the holder, check orders carried out, as well as obtain information on national and international



markets, and access reports, tools and services that CaixaBank deems appropriate at any time. The Contracting party must first sign all contracts and/or documents that CaixaBank has established for this purpose, and, in accordance with legal regulations or any other type, any that have been put at the disposal of the Contracting party within the environment of digital banking, and reserved for such effect.

**MESSAGE AND DOCUMENT FILING SERVICE.** From the time this service is added digital banking shall be the communication method selected by the Contracting party for receiving notifications relating to all the products and services that the Contracting Party has signed up for or plans to sign up for with CaixaBank, or other companies in its group, as well as with those that CaixaBank has reached a partnership agreement.

Among others, these companies are currently: Comercia Global Payments Entidad de Pago, S.L., "Comercia Global Payments", CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., CaixaBank Payments & Consumer, GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L., "M2P", Nuevo Micro Bank S.A.U., "Microbank", SegurCaixa Adeslas S.A de Seguros y Reaseguros, "Adeslas Segurcaixa", VidaCaixa, S.A. Sociedad Unipersonal, "Vidacaixa", InverCaixa Gestión S.G.I.I.C., S.A.U., "InverCaixa".

CaixaBank will make these notices available to the Contracting party through the document repository that can be accessed through section activated for this purpose in the digital banking environment. Moreover, these notices will be deemed as having been received by the Contracting party once they are made available. The notices will be stored in the document repository of digital banking. The Borrower may view these notices as many times as desired and obtain a copy of them in a durable medium. Notices will be stored for a maximum period of ten years in the document repository.

If the Contracting party prefers to receive notices by mail, he must make an express request to CaixaBank, in which case CaixaBank may pass on the cost to send such notices.

**PARTICIPATION IN COMMUNITIES, SOCIAL NETWORKS AND OTHER ENVIRONMENTS.** CaixaBank permits the Contracting party to participate in other Virtual Communities, Social Networks and other virtual environments activated for this effect from the digital banking service. Prior to becoming a member, user and/or participant in these environments, the Contracting party shall first accept the terms and conditions of access and use, and obtain the necessary permits to access these features. CaixaBank may restrict participation in these environments to certain groups, users and/or members.

**4.2 PRODUCTS AND SERVICES SUBJECT TO THE DIGITAL BANKING SERVICE.** The digital banking Service permits users to operate with products and services of CaixaBank and of other companies in its group, as well as with companies with which CaixaBank has reached a partnership agreement.

Among others, these companies are currently: Comercia Global Payments Entidad de Pago, S.L., "Comercia Global Payments", CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., CaixaBank Payments & Consumer, GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L., "M2P", Nuevo Micro Bank S.A.U., "Microbank", SegurCaixa Adeslas S.A de Seguros y Reaseguros, "Adeslas Segurcaixa", VidaCaixa, S.A. Sociedad Unipersonal, "Vidacaixa", InverCaixa Gestión S.G.I.I.C., S.A.U., "InverCaixa".

## **5. Ownership and Authorized Users**

**5.1.** This contract is for sole ownership and permits operations on products owned solely by the Contracting party or, in the event of more than one owner, the Contracting party may carry out all operations (viewing information and/or executing orders) derived from the contract without the need for intervention from the other owners, such as in the case of deposits with several holders and joint and several withdrawal.

Nevertheless, in the event of several owners and the exercising of all or some of the powers of the established in contract requires the intervention of more than one owner, digital banking shall obtain the signature of each of these owners (multi-signature service) before initiating any operation that is affected by this condition. In such a case, each owner shall sign the operation from his own digital banking Service.

**5.2.** Representative Users: When the Contracting party exercises the rights under this Agreement through an agent or legal representative, the condition and powers conferred on it shall be valid as they have been informed to CaixaBank, provided that CaixaBank has not received notification that such condition and powers have been amended, revoked or cancelled, even if there is a public document amending such condition and powers recorded in an official register.

**5.3.** Authorized users : The Contracting party may designate one or more authorized persons to access in his name certain services through the forms established by CaixaBank for this purpose. Unless expressly stated otherwise in these forms, authorized users may only access the service levels of "basic", "enquiry" or "enquiry and preparation", which are set forth in the general specific term and condition nº. 5.4.

Authorization to a conferred user in accordance with what is established in this term and condition shall remain without effect during the established period of validity, if applicable, or when the Contracting party does not acknowledge the effectiveness of the authorization or does so inopportunely, whenever CaixaBank requests as such.

**5.4.** Levels of Access: The Contracting party may limit the type of service to which Authorized Users may access, in accordance with the following levels of access: Basic, Enquiry, Enquiry and Preparation, Full or All Permitted.

a) "Basic": permits the submitting offices containing details of payment operations (direct debits, transfers, etc. or others requiring application to CaixaBank for their execution and which require the signature of a User with "Full" level of access.

b) "Enquiry", permits access to the Enquiries service set forth in the specific general term and condition nº 4.1

c) "Enquiry and Preparation" permits access to the previous access levels.

d) Full or "All Permitted" permits access to all the types of service, set forth in the specific general term and condition nº 4.1.

e) Detailed. A same user may have access to different levels of access according to the type of product or service.

## **6. Duties and Obligations of the Parties**

Notwithstanding the remaining provisions, the duties and obligations of Contracting party are to:

a) To keep the password(s) and signatures associated with the service secret, as well as any others provided by CaixaBank, as well as to act with due diligence with regards their custody and use, to prevent non-authorized third parties from knowing them, to ensure that they cannot be easily guessed from your personal details or others, such as your date of birth, telephone number, correlative numbers, etc.

b) In the event of loss or the knowledge of your password(s) and personal signature by another person against your wishes, the Contracting party must notify CaixaBank of this fact without delay, as soon as he is aware of this fact. This notification may be carried out free of charge at any time from the telephone number provided by CaixaBank for this purpose. The number can be found on the notice boards placed in the company branches and in the Customer Service section on the CaixaBank website. [http://portal.Caixaank.es/atencioclient/atencioncliente\\_es.html](http://portal.Caixaank.es/atencioclient/atencioncliente_es.html). When the holder requests the refund of the amount of a payment order or rejects authorship of another operation, this must be made in writing, duly signed, within the above mentioned term, stating the reason for the request for refund and attaching the copy of the pertinent report presented to the competent authorities, in the case of unauthorized payment orders, or the documents and/or information that justifies their claim, in other cases.

c) To accept the operations ordered, requested or executed by remote means, and notify CaixaBank as soon as possible of any unauthorized operations or any incorrectly executed operations, as soon as he is informed of the same. Non Consumers must demonstrate that the operation has been executed incorrectly or that he has not authorized the already executed operation.

d) To provide, at the request of CaixaBank, the information necessary in order to demonstrate the correct use of the services contracted, as well as to confirm, in writing, the operations that, as a security measure, have been required, with the purpose of safeguarding the confidentiality and security of the system or which are required by law.

e) To inform CaixaBank, as soon as possible, of any circumstance that may affect the operating of the service.

f) The maintenance and correct use of the elements necessary for the rendering of the services which, in this case, have been delivered by CaixaBank, and which must not be reproduced or altered in any way and which must be returned at the termination of the contract.

g) To make legitimate use of the services, and not use them to commit fraud, either deliberately or due to negligence, according to what is stipulated in the contract or in the legal requirements applicable to each service.

h) To instruct and inform Authorized Users of how the service works as well as any obligations derived from this contract.

- i) To be liable for any damages caused to CaixaBank or to third parties due to non-compliance with any obligations derived from this contract, by the Contracting party or by the Users of the service.
- j) To notify CaixaBank without delay of any variation with reference to Authorized Users, specifically, those concerning the capacity, power of attorney or authorization necessary for access to and use of this service, as well as any other required for the correct identification of the same in the computer files of CaixaBank.

Notwithstanding the remaining provisions, the duties and obligations of CaixaBank are:

- a) To deliver the Identifying code, the password(s) and signature associated to this contract to the Contracting party or, if applicable, to the Authorized User.
- b) To keep the password(s) and signature associated to this service secret, as well as any others that CaixaBank has provided to the Contracting party and/or user.
- c) Not to cede the use or disclose to third parties the password(s) and signature without just cause or prior consent.
- d) To accept the transactions ordered, requested or executed by the User(s), unless "la Card" reasonably believes that there has been fraudulent or unauthorized use of the service or deliberate breach or gross negligence of its obligations by the User(s) or unauthorized third parties.

#### **7. Liability of the Contracting party**

Notwithstanding what is established in the remaining clauses of this contract, the Contracting party shall be liable for any non-compliance with any of the obligations set forth in this contract.

Specifically, the Contracting party shall be liable for any non-compliance with the duties of custody, secrecy and personal use of the identifier and the password(s) and signature. CaixaBank may terminate the Contract when it has knowledge of the same, without prior warning.

Payment orders initiated with the details provided by the Contracting party shall be considered correctly executed in accordance with these details. As a result, CaixaBank shall not be liable for any incorrect or defective execution of these orders.

The Contracting party shall also be liable for any non-payment of fees and costs derived from the services provided as a result of this Contract.

#### **8. Liability of CaixaBank**

CaixaBank declines all liability for suspension or interruption in the service, omissions, errors, loss of information, violation of confidentiality and/or improper access to the information or personal details, due to force majeure or unforeseen circumstances, or acts beyond its control.

Nevertheless, if any of these situations occur, CaixaBank commits to informing the Contracting party of the same as soon as possible with the aim of reducing and/or preventing any damage that may arise as a result.

In the event of the non-execution or incorrect or unauthorized execution of a payment order, CaixaBank shall be liable for up to the amount of the non-executed or incorrectly executed payment order.

For access to the digital banking service, a remote connection to different communications networks may be necessary, according to the electronic channel used, as well as the intervention of third parties or companies other than CaixaBank to provide these services. In this case, CaixaBank shall not be liable for the permanent availability of the service, nor for the connection to the necessary communications networks, according to the electronic channel employed by Users.

#### **9. Suspension of the Service**

CaixaBank may cease to execute payment orders or refuse access to services, under its own criteria, when CaixaBank has doubts about the identity of the user or perceives any irregularity in the use of the service by the same, as well as when the limits established for each service available are not fulfilled, in accordance with the legislation available or with the norms and uses that CaixaBank has established at each moment.

CaixaBank may, at its own instances, temporarily suspend the service in order to implement improvements and changes to the service, with prior warning to the Contracting party whenever possible.

CaixaBank may immediately suspend, without the need for prior warning, and if it deems necessary, unilaterally cancel the contract, if the Contracting party or any of the Authorized Users: a) makes improper use of the service or uses it for purposes other than those established in this contract; b) does not comply with the terms and conditions of this contract or the norms and policies established by CaixaBank, and the legislation applicable in each case.

Likewise, CaixaBank reserves the right to temporarily block the use of the service in the event of any objective circumstance that it reasonably deems to have: a) compromised the safety of the service; b) resulted in a fraudulent or unauthorized use of the service.

However, in the event of the occurrence of any of the previously stated situations, CaixaBank commits to informing, as soon as possible, the Contracting party of the same and of the reasons which have caused it to take this decision, with the aim of reducing and/or avoiding any damages that may take place as a result. Whenever possible, this notification shall take place prior to the suspension of the service through the communication channels established with the Contracting party, or otherwise, immediately after the blocking of the service, unless notification of this information may be compromised for objectively justified security reasons or it is contrary to any other regulatory provision.

#### **10. Intellectual property rights**

Intellectual property rights on the technological platforms, systems and software programs, databases, graphic design, contents of the portal and Internet pages are property of and licensed to CaixaBank. Any reproduction, distribution, ceding to third parties, public communication, transformation and decompilation or reverse engineering is prohibited, as well as the association of these pages or their contents or services to aggregated pages or services or those of third parties. Likewise, the use of commercial names, brands, domain names or other distinguishing signs of CaixaBank or the companies of its Group or others, contained in its portal and its Internet pages, is prohibited.

#### **11. Specific terms and conditions applicable to the different types of access to the digital banking Service**

The services made available for the Contracting party will depend on the channel through which he will operate. If access to the service requires prior agreement to specific terms and conditions, these shall be provided in advance by CaixaBank.

Termination of the digital banking service contract shall include the cancellation of all the services included in the same and which are maintained by the Contracting party and "CaixaBank".

##### **11.1. digital banking Web Service.**

The digital banking Web service consists in access to the online banking service of CaixaBank, digital banking, through an Internet connection, from your PC or any other electronic device.

Access to the "digital banking Web" service by the User shall take place using the identification code, the password(s) and signature, provided by CaixaBank.

This service is available through the CaixaBank portal [www.CaixaBank.es](http://www.CaixaBank.es).

##### **11.2. digital banking text message service**

The digital banking text message service consists in access to the online service of CaixaBank, digital banking, through a cell phone and by means of text messages.

In this mode, the identification code will coincide with the telephone number associated to the service, which shall be stated in the Specific Terms and Conditions under the title "digital banking SMS, Telephone" and provided by the Contracting party.

When the Contracting party applies for the service, CaixaBank will provide the necessary instructions for the access and use of the service. The Contracting party shall be liable for any damages and liabilities that may arise from non-compliance with these instructions.

The various types of operations permitted in this service require the sending, by the Contracting party and from the cell phone associated to the service, of short text messages with a operating code specific for each operation available in the service. The sending of these short messages

from the associated cell phone and with other data or data associated with these, may be used as a means of identification of the User in the computer files of CaixaBank and as agreement to the operation taking place. This data shall also be used as a means of identification of the Contracting party and shall be considered as the electronic signature of the same.

### **11.3. digital banking Telephone Service**

The digital banking Personal Service is a Telephone Banking Service that permits the Contracting party to operate from anywhere in Spain and abroad by means of voice telephony. The Contracting party must fulfill all the requirements established by CaixaBank, at all times, for his identification and/or signature in order to use this service. To carry out any operation, the holder must call the telephone number of the telephone helpline service, which can be found in the Customer Service section of the CaixaBank website. [http://portal.CaixaBank.es/atencioclient/atencioncliente\\_es.html](http://portal.CaixaBank.es/atencioclient/atencioncliente_es.html).

The Service is provided in two types:

**Automated Service:** This permits the holder of the Service to view his balance, movements of his sight deposit, payment and movements of his cards, and to make transfers between his sight deposits, in an automated manner.

**Combined Service:** This enables the subscriber of the service, to view the bills, etc. automatically or through a phone operator, in addition to the previous services.

Any conversations that the Contracting party holds during the rendering of the service shall be recorded on a durable medium as documentary evidence of the operations carried out.

### **11.4. digital banking Mobile Service**

The digital banking Mobile Service is a service that permits the Contracting party to operate by means of a cell phone or tablet with an Internet connection.

In order to access this Service, the client must have a cell phone or tablet with an Internet connection. The service can also be accessed from any device that has an Internet connection and a browser.

The Contracting party will have direct access from the address <http://m.CaixaBank.es>.

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## **Specific Terms of Service for the Beginner, Advanced, Expert, and Expert Plus Services on Mercado Nacional (National Market)**

### **1. Purpose**

The purpose of these Specific General Conditions (hereinafter "the Conditions") is to regulate the terms and conditions under which CaixaBank renders the Account holder its Initiation Service, Advanced Service, Expert Service and Expert Plus Service on the National Market (hereinafter "the Services"), as described hereinafter.

The Services complement those provided by the Bolsa Abierta Service included in digital banking, allowing Account Holders to access the information and benefits described below:

- Initiation: Real-time quote for stock on the continuous market, Fixing, Latibex, MAB, ETFs, warrants and IBEX 35® DOR Index.
- Advanced: As with the Initiation Service plus Streaming of stock on the continuous market, Fixing, Latibex, MAB, ETFs and IBEX®, FTSE Latibex indices, plus Stock exchange indices (Barcelona, Bilbao, Madrid and Valencia)
- Expert: As with the Advanced Service plus greater market depth in stock on the continuous market, Latibex, and ETFs.
- Expert Plus Service: the features of Expert Service plus those of Trading Platform

These Specific General Conditions will take precedence over the Common General Conditions and Specific General Conditions governing the digital banking Service, which will be unchanged and remain in force, applying in all cases which are not expressly modified by these Conditions and in any unforeseen circumstances.

### **2. Conditions of use of the information contracted.**

The real-time information contracted will be supplied by BME Market Data.

The Account Holder may only make use of this information internally, and is not authorized under any circumstances to redistribute it.

Likewise the Account Holder may not store, copy, reproduce and/or make other use of the information contracted.

### **3. Declaration of non-professional investor status**

The Account Holder declares that he/she complies with the following criteria for non-professional investors required by BME Market Data, in order to access the real-time information that CaixaBank will provide under this contract: "To be considered a non-professional investor the Account Holder must be a private individual, not using the information to manage third-party assets, as part of his/her occupation or business, or to conduct activities subject to authorization or regulation by a Spanish or foreign financial authority".

### **4. Access to Services**

Account holders must access these Services through the digital banking service, selecting the "Bolsa Abierta" option and entering the user name and password they have been given for this purpose.

### **5. Price**

The Parties agree to fix a price, hereinafter the "Price of the Service", payment of which by the Account Holder allows him/her to access the features corresponding to the service contracted during the period indicated in the Special Conditions governing the digital banking contract.

The price is that shown in the "Price of the Service" section of the Special Conditions of the digital banking Contract.

The Service Price is independent of the fees and charges corresponding to orders which may, as appropriate, be implemented through the Bolsa Abierta service and which are governed by the provisions of current applicable rates, as indicated in digital banking under the heading "My Broker". CaixaBank may apply reduced rates to customers contracting the service, in accordance with the information in this section.

### **6. Payment method and settlement**

The Price of the Service will be paid by the Account Holder by direct debit charged by CaixaBank to the Account associated with or linked to the Service, as indicated in the Special Conditions of the digital banking contract.

The Account Holder expressly authorizes CaixaBank to debit the Price of the Service from the account associated with or linked to the Service at the intervals specified in the Special Conditions of the digital banking contract, the value date being that of this operation.

The first payment will be debited during the first five days of the month following that in which these Terms and Conditions are signed.

### **7. Liability.**

CaixaBank will do everything possible to ensure the accuracy, integrity and prompt dissemination of the information contracted. CaixaBank only disseminates the information, and therefore has no opportunity to examine its content and accuracy and cannot guarantee its integrity or prompt delivery. The disseminated information is merely for guidance and information.

CaixaBank also declines all liability for suspension of or interruptions in the service, errors, loss of information, violation of confidentiality and/or improper access to information or personal details, due to force majeure, unforeseen circumstances, or acts beyond its control.

Nevertheless, if any of these situations should occur, CaixaBank will inform the Account Holder of the same as soon as possible, with the aim of minimizing and/or preventing any damage that they cause to the Account Holder.

### **8. Duration and termination**

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### 8.1. Duration

These Terms and Conditions, which regulate the Service contracted, are applicable for an indefinite period.

### 8.2. Voluntary termination

The Service may be terminated unilaterally by either party, without the need to give reasons. If CaixaBank instigates the termination, it must give the Account Holder at least two months' written notice. If the Account Holder instigates the termination, no advance notice is necessary. The Account Holder must pay the proportional part of the Service Price outstanding, the fees and charges accruing periodically as specified in these Terms and Conditions. CaixaBank may pass on all charges deriving from termination to the Account Holder when the latter is not a consumer.

### 8.3 Termination for just cause

Either party may terminate the Service contracted if the other fails to comply with the Terms and Conditions governing it. Termination shall imply the immediate enforceability of all debt which may be due from either party.

The cancellation of the digital banking service will also imply the immediate cancellation of this Service.

Early cancellation shall involve the adjustment of the Service Price. This will be the result of calculating the proportional part accruing, from the settlement of the last accrual period to the cancellation date.

### 9. Modification of conditions

CaixaBank may unilaterally modify the General and Particular Conditions of the Service (terms, prices, etc.). If the amendment is beneficial for the Account Holder it may be applied immediately; If this is not the case, CaixaBank will inform the Account Holder at least 1 month prior to the date the changes come into effect.

If the Account Holder finds the changes unacceptable, he/she will have the right to cancel the service contracted before the date on which the changes would come into effect, remaining liable for the payment in full of any outstanding debts.

### 10. Withdrawal

If the Account Holder's status is that of consumer, he/she will have a period of fourteen calendar days in which to withdraw, following the day on which these Terms and Conditions are applied. If they do not withdraw during this period, or if the contract begins to be implemented at their instance, the right of withdrawal will be lost. Account Holders who wish to withdraw may exercise this right through digital banking, using their password and signature and accessing the "Personal settings" option at the top of the screen on the right-hand side under the Account Holder's name. Once there, in "Consulting my contracts", there is the option "Withdraw from contracted products". In this option, Account Holders can select the contract they wish to withdraw from and carry out this action. According to current legislation, if the Account Holder withdraws, CaixaBank may charge the proportional part of the costs corresponding to the service provided until the withdrawal.

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## General Conditions for MEFF Advanced and Expert Services

### 1. Purpose

These Specific General Conditions (hereinafter, "the Terms and Conditions") are intended to regulate the terms and conditions under which CaixaBank will provide to the Account Holder its Advanced and Expert Services in the Official Secondary MEFF Futures and Options Market (hereinafter "the Services"), as described below.

The Services complement those provided by the Bolsa Abierta Service included in digital banking, allowing Account Holders to access the information and benefits described below:

- Advanced Service: Real-time quotes for MEFF futures and options.

- Expert Service: As for the Advanced Service with greater depth in the market analysis of MEFF futures and options.

These Specific General Conditions will take precedence over the Common General Conditions and Specific General Conditions governing the digital banking Service, which will be unchanged and remain in force, applying in all cases which are not expressly modified by these Conditions and in any unforeseen circumstances.

### 2. Conditions of use of the information contracted.

The real-time information contracted will be supplied by BME Market Data.

The Account Holder may only make use of this information internally, and is not authorized under any circumstances to redistribute it.

Likewise the Account Holder may not store, copy, reproduce and/or make other use of the information contracted.

### 3. Access to Services

Account holders must access these Services through the digital banking service, selecting the "Bolsa Abierta" option and entering the user name and password they have been given for this purpose.

### 4. Price

The Parties agree to fix a price, hereinafter the "Price of the Service", payment of which by the Account Holder allows him/her to access the features corresponding to the service contracted during the period indicated in the Special Conditions governing the digital banking contract.

The price is that shown in the "Price of the Service" section of the Special Conditions of the digital banking Contract.

The Price of the Service is independent of the fees and charges corresponding to orders which may be implemented through the Bolsa Abierta service and which are governed by the provisions of current applicable rates as indicated in the "My Broker" section of digital banking. CaixaBank may apply a reduction in these charges to customers contracting the services, as indicated in this section.

### 5. Payment method and settlement

The Price of the Service will be paid by the Account Holder by direct debit charged by CaixaBank to the Account associated with or linked to the Service, as indicated in the Special Conditions of the digital banking contract.

The Account Holder expressly authorizes CaixaBank to debit the Price of the Service from the account associated with or linked to the Service at the intervals specified in the Special Conditions of the digital banking contract, the value date being that of this operation.

The first payment will be debited during the first five days of the month following that in which these Terms and Conditions are signed.

### 6. Liability.

CaixaBank will do everything possible to ensure the accuracy, integrity and prompt dissemination of the information contracted. CaixaBank only disseminates the information, and therefore has no opportunity to examine its content and accuracy and cannot guarantee its integrity or prompt delivery. The data provided are purely for the purposes of information and guidance.

CaixaBank also declines all liability for suspension of or interruptions in the service, errors, loss of information, violation of confidentiality and/or improper access to information or personal details, due to force majeure, unforeseen circumstances, or events beyond its control.

Nevertheless, if any of these situations should occur, CaixaBank will inform the Account Holder of the same as soon as possible, with the aim of minimizing and/or preventing any damage that they may cause to the Account Holder.

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## **7. Duration and termination**

### **7.1. Duration**

These Terms and Conditions, which regulate the Service contracted, are applicable for an indefinite period.

### **7.2. Voluntary termination**

The Service may be terminated unilaterally by either party, without the need to give reasons. If CaixaBank instigates the termination, it must give the Account Holder at least two months' written notice. If the Account Holder instigates the termination, no advance notice is necessary.

The Account Holder must pay the proportional part of the Service Price outstanding, and all fees and charges accruing periodically as specified in these Terms and Conditions. CaixaBank may pass on all charges deriving from termination to the Account Holder when it is not a consumer.

### **7.3 Termination for just cause**

Either party may terminate the Service contracted if the other fails to comply with the Terms and Conditions governing it. Termination shall imply the immediate enforceability of all debt which may be due from either party.

The cancellation of the digital banking service will also imply the immediate cancellation of this Service.

Early cancellation shall involve the adjustment of the Service Price. This will be the result of calculating the proportional part accruing, from the settlement of the last accrual period to the cancellation date.

## **8. Modification of conditions**

CaixaBank may unilaterally modify the General and Special Conditions of the Service (terms, prices, etc.). If the amendment is beneficial for the Account Holder it may be applied immediately; If this is not the case, CaixaBank will inform the Account Holder at least 1 month prior to the date the changes come into effect.

If the Account Holder finds the changes unacceptable, he/she will have the right to cancel the service contracted before the date on which the changes would come into effect, remaining liable for the payment in full of any outstanding debts.

## **9. Withdrawal**

If the Account Holder's status is that of consumer, he/she will have a period of fourteen calendar days in which to withdraw, following the day on which these Terms and Conditions are applied. If they do not withdraw during this period, or if the contract begins to be implemented at their instance, the right of withdrawal will be lost. Account Holders who wish to withdraw may exercise this right through digital banking, using their password and signature and accessing the "Personal settings" option at the top of the screen on the right-hand side under the Account Holder's name. Once there, in "Consulting my contracts", there is the option "Withdraw from contracted products". Under this option, the Account Holder can select the contract from which he/she wishes to withdraw and carry out this operation. According to current legislation, if the Account Holder withdraws, CaixaBank may charge the proportional part of the costs corresponding to the service provided until the withdrawal.

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## **SPECIFIC GENERAL CONDITIONS FOR THE CaixaBank Mobile Store ALERT SERVICE**

### **1. Defining the service**

It is an information service about products and services contracted with CaixaBank and other information of interest. It allows the account holder to receive messages issued by the bank by means of mobile telephones, email addresses or any other means that CaixaBank has available in the future. The account holder entrusts CaixaBank, and the latter accepts, to transmit the messages that are described in the specific conditions. The account holder may, at any given moment, request that the contract messages be modified.

This service is in addition to the communications agreed in the respective contracts that were entered into with CaixaBank and to those required by law, and does not replace those.

### **2. How the service operates**

CaixaBank shall issue the agreed messages when the events or circumstances foreseen for that purpose occur. All the messages sent by CaixaBank to the mobile telephone or the email address, or by any other means that CaixaBank has in the future, indicated by the account holder, shall be considered to have been personally received by the latter.

The account holder and CaixaBank undertake to use this service correctly and legally.

They are to respect the legislation in force at any given time and pay special attention to the provisions referring to telecommunications. Given that the intervention of third parties - mobile telephone operator or internet service provider - is necessary to provide this service, CaixaBank does not guarantee the permanent availability of the service, nor does it guarantee or is liable for the correct reception of the messages or alerts, or does it guarantee the date or time of when they are received.

CaixaBank may totally or partially change the service, at any given time and without needing to give prior notice, for security or technical reasons and, in particular, when it has any reasonable doubts about the identity of the person using the service.

### **3. Obligations of the account holder**

- Pay CaixaBank the price of the service, by means of these amounts being charged to the relevant account.
- Correctly use the service and diligently look after the mobile telephone, computer and their respective pass words, by means of taking all the prudent measures required to prevent unauthorised third parties from having access to the information received.
- Immediately inform CaixaBank of any change to or cancellation of the telephone number, email address or the identifying code of the means in question, as well as of any loss or theft of the mobile telephone number, or the password to the email or any incident that prevents the account holder from accessing the service.
- Provide proof of and check the data requested in order to be able to use the service.

### **4. Obligations of CaixaBank**

- Ensure the correct operating of the service insofar as it depends on the bank.
- Stop issuing messages from the moment that it has been notified of the loss or theft of the mobile telephone or computer of the account holder or the access or discovery by third parties of the passwords of the account holder.

### **5. Liabilities**

Both parties hereby undertake to adopt all the necessary precautions and take all the measures available to them to ensure that the information is secure and confidential. The messages are sent by communication channels that are not guaranteed to be secure and therefore CaixaBank does not guarantee or is liable for their confidentiality, authenticity and integrity. The account holder expressly assumes the loss of confidentiality risk regarding his personal details and the banking and financial information regarding his person, as well as the risks relating to third parties accessing or gathering the information, and releases CaixaBank from any liability in that respect, except when this occurs as the result of an action or omission exclusively attributable to CaixaBank.

CaixaBank shall not be held liable for any damages caused by force majeure or any events outside its control.

CaixaBank shall not vouch for the truthfulness and accuracy of the information issued to the client coming from third parties or the consequences of the resulting decisions taken by the client.

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## **SPECIFIC GENERAL CONDITIONS OF THE PERSONALISED CORRESPONDENCE SERVICE**

### **1. Object**

The Personalised Correspondence Service allows the holder to choose from among different ways of receiving communications sent by CaixaBank due to related contracts, without this involving novations or amendments to these contracts but a simple modalisation or development, while the contract is in effect, of the remittance and effects of the correspondence arising from these actions. However, regarding the related contracts that have the "online mail" option valid, this option will be ineffective.

### **2. Forms of communication**

With regard to each of the related contracts and this one, the holder, by mutual agreement with CaixaBank, may choose, for each type of communication indicated in the specific conditions, one of the forms of communication that are described below.

#### **A) Remittance to the designated address**

Communications will be sent, by post, to the address stipulated by the holder, who may designate a different address for each contract. By default, communications will be sent within the following thirty days to the address where they were created, and may be grouped into one or more dispatches, unless the specific conditions state that the holder chooses one of the following options:

(i) No grouping: Communications will be sent separately to the rest, within the stipulated period.

(ii) Immediate Remittance: Communications will be sent as soon as they are created.

(iii) Application for deferment: Communications created during the period defined for this purpose will not be sent until this period has concluded.

#### **B) Made available**

Communications will be made available to the holder as soon as they are created and may be consulted at the holder's convenience and printed on to paper.

Communications will be available for a minimum of 18 months as of their date, although this timescale will be extended, where appropriate, up to the period indicated in the specific conditions in the "communication files consultation service" heading. The options for making them available are:

a) Via the Internet, through the Open Line Service, while the holder's access to this service is valid and is subject to the conditions of the service;

b) Where appropriate, others indicated in the specific conditions. In the case of communications made available to the holder in accordance with the agreements in this contract, all requests which involve communications being printed using the facilities of CaixaBank or third party institutions who are acting on behalf of the former will be considered requests for copies, with the holder covering the cost of the copy issuing service in accordance with the prices in effect at all times.

### **3. Related contracts and options**

Related contracts and initial options made by the holder are those contained in the specific conditions. In an appendix, by mutual agreement, the inclusion of related contracts and the establishment or variation of the forms of communication chosen by the holder may be recorded.

In any event, the holder, by informing CaixaBank, may revoke their previous options to exclude the contract in question from the field of application of this contract, coming into effect as of the next working day following the reception of this notification.

### **4. Joint co-holders' consent**

In the event that some of the related contracts have joint or joint and several ownership, the signature of this contract or of its appendices by the joint and several co-holders will imply their consent that all communications issued by CaixaBank due to these related contracts are sent or made available to the holder of this contract in accordance with what is stipulated in the contract.

### **5. Indistinct proceedings of joint representatives**

Should the customer contract this Personalized Contract Service through the multiple signature of legal or organic agents or representatives acting together, the aforementioned agrees that any right or authority contained in this contract can be carried out indistinctly by each of them, in this way binding the customer to such.

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## **GENERAL CONDITIONS SPECIFIC TO SUBSIDIZED ACCOUNTS AND SERVICIENTAS**

### **1. Definitions**

For the purposes of the stipulations of this contract, the following expressions will have the meaning as indicated below:

a.- Related Contracts: Contracts for at-sight deposits, open line, credit, debit or other cards, which, under this heading, are indicated in the specific conditions. When, on identifying any of the Related Contracts, "to be determined" or a similar phrase is expressed in the specific conditions, the holder may designate the contract in the future, with the permission of CaixaBank, and without it implying a variation on the agreed global price.

Should any of the Related Contracts be cancelled, the holder and CaixaBank may, by mutual agreement, and thereafter, replace it with another contract subject to the terms resulting from the specification of the Included Services.

b.- Account holder: customer contracting the account, conventionally designated as the account holder, even if the account is held by several people, in which case it will be understood that their rights and obligations are indivisible, unless otherwise indicated in the corresponding Special Conditions. In particular, any of the account holders, if there are several, may indistinctly, acting alone, cancel the contract in advance, exercise the account holders' faculties relating to the designation or substitution of the related contracts, or order the conversion of the account from one modality of ServiCuenta to another, as available at any time.

The loss of the position of holder of the related demand deposit (of all of them, should there be several) will necessarily imply the loss of entitlement to the present contract.

c.- Associated deposit: The money demand deposit included among the Related Contracts. If there were various related demand deposits included, the associated deposit will be, among these, the one specifically pointed out as such in the specific conditions; If this were cancelled, apart from a contrary agreement the first of the existing ones will automatically become an associated deposit, unless the holder designates another among the aforementioned.

d.- Pension. Regular frequent income that the customer receives for retirement, widow/widowerhood or disability from a public agency, such as National Insurance or any other with authority in this field, or derived from a system of social provision of which the customer was a beneficiary. and. Salary. Regular frequent income that the customer receives by virtue of an employment relationship as an employee or from an administrative relationship.

f.- Direct deposit of pension. Monthly deposit of the pension in a demand deposit included among the related contracts specified in the Special Conditions, by direct banking transfer ordered by the payer, specifying that it is a pension.

g.- Direct deposit of salary. Monthly deposit of the salary in a demand deposit included among the related contracts specified in the Special Conditions by direct salary transfer ordered or salary cheque issued directly by the payer of the salary.

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h.- Included Services: Bank services, expressed in the specific conditions, inherent or connected to the Related Contracts, and, as the case may be, other possible services indicated in the specific conditions, which, during the lifetime of this agreement, are within the limits regarding the amount, number of operation, period or any others established, as the case may be, for each type of Service in the specific conditions. To this end, when a number of operations per period is expressed, those that are unused may not be accumulated to other periods and, in any event, will be calculated chronologically.

The following will not be considered included: (1) services inherent to contracts other than the Related Contracts, or those derived from their operation, unless there are express and specific indications to the contrary in the specific conditions; (2) the domiciliation service for bills when the issuer is a financial institution; (3) the services to be paid by direct debit or to be charged to a demand deposit that do not form part of the Related Contracts.

## **2. Object**

By way of complement to the agreement in the Related Contracts, CaixaBank and the holder have agreed the establishment of a global or fixed price for the set of Included Services, the payment of which allows these to be used at no additional cost except, as the case may be, costs that are passed on (mail, etc.) not expressly excluded in the specific conditions.

The provision of operations or services that exceed any of the limits established for the services included will not be governed by this document and will thus involve the payment of the charges specified in the relevant contracts or, when they are not included in these, the charges currently in force, as published on the CaixaBank website.

The resulting agreements and conditions that govern the Related Contracts will remain unaltered, under their own terms, and without them, in particular, conditioning or limiting in any way the powers that correspond to the holder and CaixaBank to cancel these contracts, or the free discretion of both parties with regard to the establishment, as the case may be, of future contracts.

## **3. Use of the Included Services**

The Included Services may be used by the holders of the respective Related Contracts, directly or through representatives or agents, subject to the terms and conditions that apply to each service.

## **4. Price of the Services**

The total price of the Included Services, as well as the periodicity of payment is indicated in the specific conditions. The price will be paid, in advance, by debits in the at-sight deposit account and indicated in the RELATED CONTRACTS section of the SPECIFIC CONDITIONS.

The first debit will be charged on the 1st day of the month following the formalization of the contract, for the corresponding fraction of the period, and the following debits will be charged on the first day of each of the successive periods stipulated.

In the event of a lack of balance available in the associate deposit, the debit of the price of the services may be made in any of the at-sight money deposits included among the related contracts and, failing a balance in these, in any others in which any of the holders of this contract has borrowing powers in their own name.

The Included Services that are not consumed or used will not lead to any reduction in the price, which will be paid in full, irrespective of the customer using or not using the right to use, up to the established limits, the Included Services and, as the case may be, despite the early cancellation of this contract or of the Related Contracts.

The provisions of the previous paragraph is the essential reason for this agreement, as the price has been set in a global or fixed manner and not at a certain amount for each unit of the various services. However, in the case of the ServiCuenta CaixaGiros, should any of the destination countries in the specific conditions cease to be available, the holder, within the 15 calendar days following CaixaBank's communication about this circumstance, may cancel the contract early with the right of return of the proportional part of the price for the part of the period paid remaining at the time of this unavailability.

During the lifetime of this agreement, the charges or prices, which, as the case may be, have been agreed in the Related Contracts for the Included Services will not be accrued in favour of CaixaBank, understanding that this cost is included in the global price stipulated in this agreement, without prejudice to their becoming automatically enforceable again, thereafter, in the event of the cancellation of this agreement and that will, in any event, continue to be enforceable should they exceed the limits set for the Included Services. The prices of these services, when they are frequent and correspond to periods in progress when this contract is entered into, will be settled on the first debit date of the price of the service established through this contract and paid in favour of CaixaBank - for the elapsed and unpaid period - or of the holder - for the period not elapsed and paid in advance - as the case may be, the resulting amounts.

Similarly, the prices of these services, when they are frequent and correspond to periods in progress at the time when this contract is cancelled, will be settled within the month that follows this should they correspond to services payable for advance periods, or on the next settlement date established in the contract from which they are derived when they correspond to services payable for expired periods.

## **5. Duration, modification and cancellation of the contract**

1. The present contract is valid for an indefinite period. Either party may discontinue it without justification by giving the other party at least one month's advance notice in writing. Either party may discontinue the agreement without prior notice if the other party fails to comply with the obligations arising from it.

2. CaixaBank may modify the conditions of this agreement giving one month's advance notice of any such modification, or, when the account holder does not qualify as a Consumer, giving reasonable advance notice of any modification, via its publication on the bulletin board in its branches or on the CaixaBank website, or using any other legally recognized means. Notwithstanding the above, any modifications that are advantageous to the account holder may be applied with immediate effect. If the account holder does not wish to accept the modification, he/she will have the right to cancel the contract, notifying this before the date on which it would be applicable. In this case the account holder will still be required to settle any pending amounts payable.

## **6. Conditions applicable to contracts with non-consumers**

1. For the purposes of this contract it will be understood that the account holder does not qualify as a consumer if the products and services are contracted in connection with the account holder's business or professional work.

2. When the products and services are contracted in connection with the account holder's business or professional work, the following will not be applicable, unless they are legal imperatives: Bank of Spain Circular 5/2012, of June 27, Order EHA/2899/2011, of October 28, Order EHA/1608/2010, of June 14, Chapter III and Articles 30 and 32 of Law 16/2009, of November 13, and any other regulation that replaces or expands on them.

## **7. Special entry into effect, permanence and gratuity conditions**

The ServiCuenta types indicated below always require the account holder's compliance with the following conditions to enter and remain:

1. Regardless of type: compliance with any of the conditions indicated, where applicable, in the Specific Conditions. When there is a minimum balance condition, and unless indicated otherwise, it shall be understood to refer to the maintenance by any of the account holders of the minimum monthly average indicated, for liability products (demand deposits, term deposits, etc.) and/or asset products (loans, credits, etc.).

2. All the methods that include in their name the expression "payroll": salary or public pension of any of the card holders paid by standing order into a demand deposit included among the related contracts indicated in the Specific Conditions.

3. ServiCuenta Comercio: the life of at least one contract of affiliation to card payment systems (commerce contract) agreed on between the card holder and CaixaBank and likewise the life of the standing order of operations derived from said contract in the associated deposit.

4. ServiCuenta Cuenta Cero:

a) Domiciliation in the at-sight deposit account indicated in the RELATED CONTRACTS section of the SPECIFIC CONDITIONS alternatively one of the following 3 options:

- The salary: with the minimum amount, as the case may be, indicated in the specific conditions.
- The pension: with the minimum amount, as the case may be, indicated in the specific conditions.
- Payment of the contributions of the special system for self-employed workers, maritime workers or of contributions to professional social welfare funds alternative to the National Insurance system for self-employed workers or freelancers, as of the second month following that of the date of signature of this contract, together with frequent minimum amount contributions, as the case may be, indicated in the specific conditions. In the case of social welfare funds, contributions must be made at least every three months.

b) The use by the holder of self-service devices or digital channels (digital banking and ATMs) for operations likely to be carried out this way. This condition will be considered unfulfilled if the holder requests that operations that can be carried out through digital channels, such as payment of bills or taxes, cash deposits, transfers or transmissions, requests for chequebooks, requests for statements, balances, positions, etc. be carried out at CaixaBank branches.

c) The validity of the contractual consent of the holder for all communications derived from the related contracts is realised by being made available through the digital banking service.

Non-fulfilment of any of the conditions referred to in this section will authorise CaixaBank to charge the price of the service indicated in the Specific Conditions.

CaixaBank may, at its discretion, expressly or tacitly release the holder from the fulfilment of any of the entry into effect or permanency conditions.

In the event of failure to comply with any of the conditions in the above sections, CaixaBank may proceed to the early cancellation of the contract.

## 8. Conversion to another ServiCuenta type

The account holder, by mutual agreement with CaixaBank, may choose to convert the ServiCuenta type contracted into any other ServiCuenta type available at the time. For these purposes, the account holders, if there are a number of them, shall, should they exceed their joint and several powers, be reciprocally entitled so that any of them may sign the new conditions that apply.

Furthermore, all the types which include the expression "salary" in their name shall automatically convert into the respective type that includes the expression "asset" in their name instead of "salary", effective as of the following month, as soon as there is proof of breach of the obligation to organise the salary to be paid in by standing order. Such a conversion will also operate in the opposite sense if any of the account holders should arrange for their salary to be paid by standing order into a demand deposit included among the related contracts indicated in the Specific Conditions and the ServiCuenta in force was any of the ServiCuenta Activa types.

The automatic conversion anticipated in this clause does not apply to ServiCuenta Cero types.

## 9. Advance cancellation

Cancellation of a demand deposit included among the related contracts indicated in the Specific Conditions - that of all the deposits if there are various - will involve the automatic and early cancellation of the present contract, unless it had been agreed at the same time to replace it with another deposit.

Similarly, the present contract may be cancelled early at the request of the account holder, at his or her discretion, or by CaixaBank, in the case of breach of the holder's obligations derived from same or non-compliance with the conditions of remaining or continuing, where applicable, according to the terms indicated when the system governing them was established.

If on finding an existing ServiCuenta, another type of ServiCuenta were to be formalised by one of the holders, figuring a same demand deposit included in the related contracts of both, it would imply an early cancellation of the existing ServiCuenta unless there were a specific stipulation to the contrary.

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## SERVICE FORFEIT CONTRACT GENERAL CONDITIONS

### 1. Definitions

For the effects of what follows, the expressions below will have the given meaning:

(a) Related Contracts:

The contracts identified in the Special Conditions as such.

(b) Included Services: The banking services inherent or connected to the Related Contracts expressed in the special conditions, which lie within the limits of amount, number of operations, period or any other limit established for each kind of Service in the special conditions.

To these effects, when a number of operations per period is expressed, those unused may not be added to the other periods and will be calculated chronologically in all cases.

The Forfeit will be understood not to include all services beyond any of the limits indicated in the Special Conditions, even though the other stipulated limits have not been consumed.

(c) Forfeit: Overall or fixed price of all of the Included Services, the payment of which entitles their use by the holder/s of the Related Contracts during the term of this contract without the fees or prices that might have been agreed in the Related Contracts or in the current prices registered in the Bank of Spain for the Included Services being accrued in favour of CaixaBank, in accordance with these special conditions.

(d) Contractor: The holder of this agreement, conventionally named the "contractor" even if it is several people, in which case their rights and obligations will be joint and several unless it is otherwise indicated in the corresponding special conditions. In particular, any of the contractors indistinctly, if several, may cancel the contract in advance, oppose it or agree to its extension, exercise all rights regarding the appointment or replacement of the Related Contracts alone.

(e) Beneficiary: The person who, without being the holder of this contract, is the holder of any of the Related Contracts and who therefore benefits from the Included Services. To these effects, CaixaBank is removed from all kinds of legal relationships that might arise between the Contractor and the Beneficiary as derived from the Contractor's acceptance of this contract. The suspension of the accrual of the price of the Included Services inherent or connected to the Related Contracts of which a Beneficiary is the holder during the term of this contract will suppose no waiving of the said price when said Contracts are excluded from the special conditions or this contract should no longer be in force. The Contractor expressly agrees to inform the Beneficiaries of this circumstance.

(f) Associated deposit: The monetary deposit named as such in the special conditions.

### 2. Object



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As a complement to what is agreed in the Related Contracts, CaixaBank and the contractor have agreed on the establishment of an overall or fixed price (Forfeit) for all of the Included Services as a whole, the payment of which will entitle them to be used by the Contractor and the Beneficiary, as the case may be, at no additional cost aside from any possible taxes and payable expenses (mail, etc) not expressly excluded in the special conditions.

The performance of operations or provision of services which might exceed any of the limits of those established for the Included Services will not be governed by this document and will therefore imply the obligation to pay the corresponding amount as arises from what is established in the Related Contracts or, when they are not services inherent thereto, from the registered prices of the Bank of Spain in force at all times.

All remaining pacts and conditions controlling the Related Contracts will remain unaltered in their own terms, in particular without conditioning or limiting the faculties that might correspond to the holder and to CaixaBank in cancelling the said contracts, nor the free discretion of both parties with respect to the agreement of future contracts, if any.

### **3. Use of the Included Services**

The Included Services may be used by the holders of the respective Related Contracts albeit directly or through empowered representatives, subject to the terms and conditions applicable for each service.

### **4. Price of the Services or Forfeit**

4.1 The price of the Forfeit, as well as its regularity and form of payment are given in the special conditions. The Forfeit will be paid by the contractor from the associated deposit as per any of the following forms:

4.2 Single payment:

4.2.1 Early payment: The whole amount of the Forfeit will be charged at the time of signing the contract.

4.2.2 Payment when due: The whole amount of the Forfeit will be charged at the ordinary termination date of the contract.

4.3 Periodic payments:

4.3.1 Periods in advance: the first payment will be made on the date of signing the contract, and the following payments on the first day of each of the stipulated successive periods (natural months, quarters or semesters).

4.3.2 Periods due: the first payment will be made on the last day of the month in which the contract is signed, and the following on the last day of each of the stipulated periods.

4.4 Any indirect taxes encumbering the provision of the Included Services will always be charged separately as follows, depending on the Forfeit payment schedule:

Monthly or quarterly Forfeit: always when due on the last day of each of the stipulated periods.

Half-yearly or yearly Forfeit: always on the last day of each quarter.

4.5 In the absence of funds in the associated deposit, the Forfeit may be charged to any of the monetary deposits among the Related Contracts that the contractor might hold, and in the absence of such deposits, to any others to which any of the contractors hereto might have access in their own name.

The unconsumed or unused Included Services shall not cause any reduction or partial refund of the Forfeit, which will be paid in whole regardless of whether or not the customer makes use of their right to use the Included Services up to the established limits and in spite of any early cancellation of this contract or the Related Contracts.

What is established in the above paragraph is an essential cause of this agreement, as the price has been set overall or in a fixed manner and not by reason of a proportion for each unit of the different services.

During the term of this agreement, CaixaBank shall not accrue the fees or prices which might have been agreed in the Related Contracts or appear in the current prices registered in the Bank of Spain for the Included Services as their cost is understood to form a part of the overall price stipulated in this contract, without prejudice to their automatically being required again and thereafter in the event of cancellation of the contract and continuing to be required insofar as they exceed the limits established for the Included Services.

### **5. Duration**

This contract is agreed for the time indicated in the Special Conditions, which starts on the date on which the term begins, which equally appears in the Special Conditions. .

### **6. Early cancellation. Compensation for waiver**

This contract may be cancelled in advance on the free will and criterion of the contractor or, in accordance with the provision of general condition 7, by CaixaBank in the event of breach of the contractor's obligations derived here from.

Given the nature of the contract and the setting of a fixed Forfeit, early cancellation on the part of the contractor will enable CaixaBank to be compensated due to waiver, provided the whole of the Forfeit has not been paid upon the signing of the contract.

The amount of said compensation will be determined as follows.

6.1 Early cancellation with single payment when due: the compensation for waiver will be the larger of the following amounts:

-The amount resulting from calculating the proportional part of the Forfeit accrued from the date of signing to the date of cancellation.

-The amount resulting from applying 50% of the price of the Included Services actually used from the signing of the contract until its cancellation as appears in the prices lists of services and fees registered with the Bank of Spain.

6.2 Early cancellation with periodic payment: If no periodic payments of the Forfeit have yet been made by the contractor on the date of cancellation, the provisions of point 6.1 above will apply in determining the amount of compensation. If some periodic payment has been made, the calculations referred to in point 6.1 above will be made on the day following the last period for which payment was made and up to the date of cancellation.

### **7. Resolution due to breach. Adjustment of the Forfeit price**

CaixaBank may resolve this contract in advance in the event of contractor breach of the obligations derived from it.

Equally considering the nature of the contract and the establishment of a fixed price for the Forfeit, in the case of early resolution due to contractor breach of their obligations, CaixaBank may require payment of the amount corresponding to the adjustment of the Forfeit price.

The Forfeit price adjustment will be determined by applying the same rules as those contained in General Condition 6 in determining amount of compensation for waiver in the case of early cancellation on the will of the contractor.

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## **SPECIFIC GENERAL TERMS AND CONDITIONS**

### **1. Object**

The object of this Agreement is to jointly regulate the economic terms and conditions applicable to the banking and payment services specified in the section "Included Services" in the Special Terms and Conditions, by Comercia Global Payments EP, S.L., "Comercia Global Payments", CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., CaixaBank Payments & Consumer, GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L. "M2P" and CaixaBank, S.A. This contractual party shall hereinafter be referred to as the "Banking and Payment Service Providers".

### **2. Scope of the Agreement**

This Agreement only amends the aspects related to the calculation of the amount of the fees payable for providing the Included Services, the time when they are assessed and regular intervals for paying them; therefore the other terms and conditions regulating providing the Included Services that are not expressly amended by this agreement shall remain in force according to their own terms. In any case, this Agreement shall not affect the fees and expenses payable for any item that is not listed under the heading "Included Services", the payment of which may be required from the Contracting Party within the scope of the orders or agreements regulating the Included Services.

Once this Agreement has been terminated, either due to early termination or maturity, the financial conditions set forth in the corresponding agreement shall apply to each of the services.

### 3. Term

The duration of the Forfait Agreement will be that established in the Special Conditions provided beneath the Duration heading.

### 4. Price

The parties agree to set an overall price or a "Flat Rate Amount" price, hereinafter referred to as the "Flat Rate Amount", the payment of which shall entitle the Contracting Party to access the Included Services during the valid term of this Agreement. The amount of such Flat Rate Amount is specified under the heading "Flat Rate Amount" in the Special Terms and Conditions. During the valid term of the Agreement, the fees or prices payable the "Banking and Payment Service Providers" that, if any, have been agreed for the Included Services shall not be payable, deeming that the amount thereof is included in the Flat Rate Amount stipulated in this Agreement. The Included Services not used or consumed shall not lead to any reduction or partial refund of the "Flat Rate Amount", which shall be payable in full, regardless of whether or not the Contracting Party makes use of the right to the Included Services stipulated in the Special Terms and Conditions of the Agreement, up to the stipulated limits.

### 5. Terms of Payment and Assessment of the Flat Rate Amount

The Flat Rate Amount, its Terms of Payment and Assessment are specified in the Special Terms and Conditions and shall be paid by the Contracting Party by a debit entry in the associated deposit account stated in the same Special Terms and Conditions.

The Flat Rate Amount shall be paid by the Contracting Party by a debit entry in the associated deposit account according to the following terms:

#### 5.1. Sole payment

5.1.1. Advance terms of payment: The debit for the total Flat Rate Amount shall be made on the date this Agreement comes into force.

5.1.2. Terms of payment upon expiry: The debit for the total Flat Rate Amount shall be made on the date that this Agreement is terminated.

5.1.3. Terms of payment on a specific date: The debit for the total Flat Rate Amount shall be made on the date stipulated in the Agreement.

#### 5.2. Regular payments

5.2.1. Terms of regular advance payments: the first debit shall be made on the date this Agreement comes into force and the following ones shall be made on the first day of each of the subsequent agreed assessment periods.

5.2.1. Terms of regular payments upon expiry: the first debit shall be made on the last day of the month this Agreement comes into force, and the subsequent ones shall be made on the last day of each of the following agreed assessment periods.

5.2.3. Terms of regular payments on a specific date: the debit of the total Flat Rate Amount shall be made with the regular intervals and on the date agreed in the Special Terms and Conditions.

### 6. Early Termination

This Agreement may be terminated in advance at the request of the Contracting Party at its own free will or by CaixaBank at any time if the Contracting Party breaches any of its obligations undertaken by virtue thereof.

In both cases, due to the kind of Agreement involved, the early termination by either of the parties and setting the Flat Rate Amount for the Package Amount will result in the Flat Rate Amount price being adjusted, bearing in mind the Terms of Payment and Assessment period agreed in the Special Terms and Conditions, applying the highest of the following amounts:

- The result of calculating the proportional part payable for the Flat Rate Amount from the time the Agreement comes into force until the date it is terminated.

- The result of applying the rate in force for the Included Services to such Services that have effectively been used from the time the Agreement comes into force until the date it is terminated.

If on the date the Agreement is terminated the Contracting Party has made any advance payments on account of the Flat Rate Amount, the calculations to adjust the price shall be made from the date the Agreement comes into force until the date it is effectively terminated, deducting the resulting amount from the aforementioned calculation from the payments made in advance.

If the result of the aforementioned calculation is a balance payable to the Contracting Party, it shall be paid thereto into the deposit account associated with the Agreement.

### 7. Agreed Compensation

The Contracting Party (or each of them individually, if there are various), irrevocably authorises CaixaBank to offset the amount of any outstanding commitment payable to CaixaBank by the debtor as the main payer, with the rights it holds therewith due to any cash deposit or securities account it may hold, solely or jointly with other persons. This authorisation also covers the advance termination of term deposit accounts and the sale of securities for the amount necessary to cover the debt, offsetting the amount with a charge to the result obtained from carrying this out.

### 8. Notices

Unless the parties have agreed otherwise, the notices related to this Agreement shall be sent to or made available to the holder according to the following provisions:

If the holder has signed up for the electronic banking service from CaixaBank, *digital banking*, the notices shall be made available the former in a durable medium in the space reserved for notices of such service, and shall be considered to have been received once they have been made available thereto. If the *digital banking* service is terminated or suspended for any reason, the notices shall be sent according to the provisions in the following paragraph. Any request for CaixaBank to print notices using its own resources shall be deemed to be a request for a duplicate copy and thus subject to the payment of the relevant fee.

If the holder does not have access to such service, the notices shall be sent to the postal address specified by Contracting Party as its address for correspondence or otherwise the one provided as its own postal address with its personal contact data. In the case of deposits with various account holders, such holders shall assign one sole address for receiving the notices. The holder undertakes to notify any change of address. All notices sent by CaixaBank to the most recent address recorded in its files shall be deemed to have been received by the holder.

CaixaBank is entitled to charge the expenses incurred to send the notices if, at the request of the holder, such notices are sent by any means other than those stipulated in this Agreement and, in all cases, if these are duplicate copies or additional information.

### 9. Personal data processing

#### Party responsible for the data processing

CaixaBank, S.A. (CaixaBank) with Tax ID A-08663619 and registered address at Carrer Pintor Sorolla, 2-4, Valencia.

**Contact details of the Data Protection Representative:** [www.CaixaBank.com/delegadoprotecciondedatos](http://www.CaixaBank.com/delegadoprotecciondedatos)

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#### Purposes of the data processing

##### Data processing for contractual, legal and anti-fraud purposes

The details requested are needed to sign up for the product or service in question, and they will be processed for this purpose. They will also be processed in order to comply with regulatory obligations, to prevent fraud and to guarantee the security both of your data and of our networks and systems.

##### Data processing for commercial purposes

(i) On the basis of a legitimate interest (knowledge of the client, to update and send information about products and services that are similar to those you have already taken out, according to the information generated by the products and services themselves). You may exercise your right of objection in accordance with the section on Exercising rights.

(ii) On the basis of your consent (in accordance with the authorisations you have given us at any given time). You can view and manage your authorisations in your branch or through the digital banking online banking service.

#### **Communication of data**

The data may be passed on to public authorities for the purposes of complying with a legal obligation, as well as to suppliers of services and to third parties where necessary to handle and carry out the contract process.

##### **Communication of data to the Bank of Spain's Risk Information Centre**

The contracting party is hereby informed that CaixaBank S.A. is required to declare to the Bank of Spain Credit Reporting Agency (CIRBE) the data necessary to identify the persons with whom credit risks are either directly or indirectly held, as well as the characteristics of these persons and risks, particularly those related to their amount and recoverability. In the case of individual business owners carrying out their business activity, this condition will be recorded. CaixaBank S.A. is also entitled to obtain reports from the CIRBE on any credit risks you hold that are registered therein. The holder of the risk declared to the CIRBE may exercise their rights of access, correction and deletion in the terms set out in the law, by writing to the Bank of Spain at the address Banco de España, Calle Alcalá, 50, 28014-Madrid. In the event that the risk holder is a legal entity, they may also exercise these rights by contacting the reporting entity.

##### **Communication of data to authorities or public institutions of other countries**

They are also informed that credit institutions and other payment service providers, as well as payment systems and providers of related technology services to which the data is transmitted in order to carry out transactions, may be obliged by the law of the State where they are located or by agreements drawn up by that State to provide information on these transactions to the authorities or public institutions of other countries, both within and outside the European Union, as part of the fight against terrorist financing and serious organised crime and the prevention of money laundering.

#### **Third-party data processing.**

Any third-party personal data which CaixaBank receives from the contracting party for the purpose of carrying out the requested banking services will be processed solely and exclusively for these purposes and will not be provided to any third parties, except for where the nature of the service necessarily requires it, in which case the use of the data will be limited to the aforementioned purpose. CaixaBank will keep such data confidential and will apply the security measures that are legally required.

#### **Data retention period**

The data will be processed for as long as the authorisations for use that have been given, or the contractual relationships established, remain in force. In accordance with data protection regulations, this data will be kept (during the limitation period of the actions derived from the contractual relationships in place) solely for the purposes of complying with the legal obligations that CaixaBank is required to meet, and for the purposes of preparing, exercising or defending complaints.

Exercising rights and filing complaints through the Data Protection Authority

The holder of the data may exercise their rights in relation to their personal data (access, portability, revocation of consent, correction, objection, limitation and deletion) in accordance with the current regulations by visiting any CaixaBank branch, by writing to the post office box address APARTAT DE CORREUS 209 de 46080 VALÈNCIA, by visiting the website address [www.caixabank.com/ejerciciodederechos](http://www.caixabank.com/ejerciciodederechos), or through their online banking service.

They may also file complaints related to the processing of their personal data with the Spanish Data Protection Authority ([www.agpd.es](http://www.agpd.es)).

##### **Communication of data to records relating to the fulfilment or non-fulfilment of financial obligations**

The parties to this agreement are duly informed that in the event of failure to pay any of the obligations established herein, data on such debt may be reported to monetary obligation compliance records.

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## **SPECIFIC GENERAL CONDITIONS OF THE SINGLE BILL SERVICE**

### **1. Object**

The object of the present agreement is to regulate the terms and conditions under which CaixaBank engages to pay the account holder's direct billing debit entries, hereinafter "the Receipts", indicated in the specific conditions under the section "Selected Receipts", so that the account holder can group together and regularize their payment undertakings towards the issuers of such Receipts, as well as distribute the amount evenly over a specific period of time.

### **2. Selected Receipts**

**2.1.** The Selected Receipts must be direct billing debit entries charged to the Associated Deposit indicated in the specific conditions. The account holder need only have the status of account holder or indistinct joint holder of the Associated Deposit to be eligible for this service.

**2.2.** The account holder will be able to request the addition or elimination of new Receipts to the Single Receipt service, using the forms that CaixaBank has for this purpose.

**2.3.** The regulations established in the Associated Deposit for direct billing debit entries will apply to the Receipts, including the prices of the services arising from the fee-paying provision of for-pay services linked to the Associated Deposit, in all that is not expressly modified by this agreement.

### **3. Provisioning**

**3.1.** The account holder undertakes to make provisions of funds to CaixaBank in the Amount, Frequency and Date of Payment indicated in the specific conditions under "Provisioning". The funds thus provided will go to the payment of the Receipts.

**3.2.** The provisioning will be effectively charged to the Associated Deposit indicated in the specific conditions

**3.3.** CaixaBank may adjust the amount of the provisioning at any time, either upward or downward, when the experience of previous payments, the inclusion or elimination of new Receipts or the variation of the amount of existing ones can compromise the uniform distribution of the account holder's payment undertakings. For this it will be necessary for CaixaBank to report the new amount of the provisioning at least 30 days in advance of the provisioning date. In any case, the amount of the provision will be revised yearly.

**3.4.** Any lack of availability of funds in the Associated Deposit to attend to the full amount of the charges requiring provisioning, for whatever reason, will be sufficient cause to suspend the service provision and/or terminate this agreement.

### **4. Limit for payments exceeding the provision**

**4.1.** "CaixaBank " will attend to the payment of the Receipts even if the accumulated funds have been used up, provided that such payments do not exceed the limit indicated in the specific conditions under "Limit for payments without provisioning".

**4.2.** The amount of the receipts exceeding the "Limit for payments without provisioning" will be debited to the Associated Deposit. If there are insufficient funds in the Deposit, CaixaBank may choose between debiting the overdraft amount, in accordance with the conditions set in the Associated Deposit, or returning Receipts whose amount exceeds the indicated limit.

#### **5. Price of the services**

CaixaBank will be entitled to charge the following fees, the rates of which are set out in the specific conditions:

**MAINTENANCE.** This fee shall be charged for the provision of services. The fee must be paid on completion of the fee period with the frequency established in the specific conditions or, failing that, monthly.

**EXTRAORDINARY PROVISION OF FUNDS.** This fee shall be charged whenever the account holder makes a provision of funds in excess of the amount agreed to in the contract for the payment of the Selected Receipts.

**CHANGE OF SELECTED RECEIPTS.** This fee shall be charged whenever the account holder orders the addition or elimination of a Receipt under this service.

**PROVISIONING ADJUSTMENTS.** This fee shall be charged whenever the amount to be provisioned is changed at the request of CaixaBank, in accordance with specific general condition no. 3.3, unless such a change is due to the addition or elimination of a Receipt.

**CHARGE FOR CLAIMING BACK DEFAULTED AMOUNTS:** This fee shall be charged once only as a commission for handling the claim of each debtor amount defaulted and shall be paid upon the occurrence.

#### **6. Interest**

**6.1.** For the daily difference between the amount of the paid Receipts payable by the account holder and the accumulated Provisioning, interest will accrue in favor of CaixaBank at the rate specified in the specific conditions under "Interest payable", provided that this difference has not been offset by the funds of the Associated Deposit or through an Extraordinary Provision of funds by the account holder. This interest will be calculated according to the following formula.

$$\text{Interest} = (\text{daily difference} - \text{deductible}) \times \text{yearly nominal rate} / (360 \times 100).$$

**6.2.** In any case, interest will not accrue for any difference in amount of less than the deductible specified in the specific conditions.

#### **7. Information**

On a monthly basis, CaixaBank will send the account holder a monthly detail of the Selected Receipts paid by CaixaBank during the period, the amount of the provision of funds spent and, if applicable, the variations in provisioning for the upcoming monthly payments.

#### **8. "Single Receipt Home" service**

When the account holder contracts the "Single Receipt - Home" service, the current and future Receipts generated by home utilities like electricity, water, gas and telephone that are paid by direct debit in the Associated Deposit will be considered Selected Receipts for the purposes of this agreement, and the account holder may not add any further direct billing debit entries.

Place and date A Barcelona a 11 de Novembre de 2013

Received, read and accepted, the holder

On behalf of CaixaBank, S.A.



Executive Director of Communications



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## APPENDIX ON PAYMENT SERVICES SUBJECT TO THE DEPOSIT AND OTHER COMPLEMENTARY SERVICES

### A. DESCRIPTION OF CERTAIN PAYMENT SERVICES SUBJECT TO THE DEPOSIT

**Cash count.** At the request of the Account holder, CaixaBank shall carry out the complementary services of cash count, coin packaging or similar, which are not included in teller services.

**Transfers.** At the request of the account holder, CaixaBank will withdraw funds from the deposit account and transfer them to another demand deposit designated by the account holder held with CaixaBank or a different entity located in Spain, a European Union country, or another country.

The account holder is expressly advised that the transfer will be understood to have been correctly executed even if the IBAN specified does not correspond to a bank account belonging to the payee indicated in the transfer order.

**Standing orders.** If required, CaixaBank will make a number of transfers to the same deposit account at intervals specified by the account holder. If insufficient balance is available in the deposit account at any of the dates scheduled for the execution of the transfer, the service will not be provided until the account holder provides the necessary additional funding. When the day for the execution of a transfer is not a business day, the transfer will be executed on the next business day. The account holder can revoke a regular transfer order at the latest at the end of the working day preceding each of the scheduled execution dates, at any office of CaixaBank or via the Línea Abierta service.

**Transfers "effective on the same day".** When payment orders are placed in this category, the maximum delivery term of the funds to the payment service provider of the beneficiary will correspond to the same day of reception of the order. For this purpose, the orders received by CaixaBank before 11:45, will be considered received on the same business day. After the indicated time, this category of orders cannot be placed until the following business day.

**"CaixaBank HomePay"** money transfer. At the request of the account holder, CaixaBank will withdraw funds from the deposit account and transfer them to a provider of payment services designated by the account holder, so that said provider can make them available to the payee.

For this service, the identification of the payee is the only information or identifier that the account holder - payer must specify for the transfer to be executed correctly.

**Transfer orders initiated by the payee.** At the request of the account holder, CaixaBank will issue a set of instructions and authorizations to another provider of payment services, so that the latter can execute a transfer on the account holder's behalf, chargeable to a demand deposit held by the account holder with the above-mentioned provider, and payable to this deposit account held with CaixaBank.

In all cases, the account holder must be authorized to dispose freely, with no restrictions, of the funds deposited in the demand deposit account to which the transfer is to be charged. Otherwise, the account holder will be required to refund to CaixaBank the costs related to this service.

**PRICES OF OTHER CAIXABANK SERVICES ON THE DATE ON WHICH THE CONTRACT IS SIGNED**

SERVICE	PRICE		COMMENTS
	%	fixed or minimum	
<b>DEPOSIT STATEMENT</b> additional, for the current year or for previous years with frequency other than monthly		12,00 € 3,00 €	by month or fraction by statement
<b>DOMESTIC AND EU TRANSFER (1)</b> <b>ISSUE:</b> Standard transfer: charged to the account immediate transfer	0,40%	3,95 €	with incomplete or incorrect details: 0.55% minimum 19,00 € A supplement of € 1.99 (individual) or € 4.05 (legal entity) is added to the price of the standard transfer service and is charged to the account
Standard transfer: standing order same day transfer value	0,30% 0,50%	2,75 € 6,00 €	by transfer; with the requested frequency and the same details delivery of funds to the banking institution of the payee on the same day of the order
urgent transfer via the Bank of Spain	1,00%	20,00 €	immediate transfer of funds through open accounts in Banco de España
notification sent to beneficiary by sms or by email individual to a deposit in CaixaBank of another holder (transfer) incident management	0,025 %	0,30 € 0,80 € 25,00 €	when the issuer is a legal entity
<b>RECEIPT:</b> with payment into account (> 25.000 €)	0,25%	3,00 €	when the recipient is a legal person
<b>INTERNATIONAL TRANSFER (2) (3)</b> <b>ISSUE:</b> charged to account - shared expenses charged to account - applicant expenses individual to a deposit in CaixaBank of another holder (transfer) CaixaBank HomePay SWIFT expenses incident management	0,60% 0,70% 0,025%	15,00 € 27,00 € 0,80 €	with incomplete or incorrect data: 0.65% minimum 18,00 € with incomplete or incorrect data: 0.80% minimum 36,00 € consult branch
<b>RECEIPT:</b> paid into account	0,40%	15,00 €	expenses for SWIFT receipt acknowledgement 3,00 € with incomplete or incorrect data: 0.50% minimum 18,00 €
<b>PAYMENT LETTER ISSUE</b> with transfer receipt with cheque		2,00 € 2,00 €	also includes bank cheques and promissory notes
<b>CURRENT ACCOUNT CHEQUES AND PROMISSORY (€)</b> deposit into account other-bank check return bank cheque issue accepted (registered) fuel cheque payment request promissory note check book for current account promissory note book sent to address	0,30% 4,50% 0,40% 0,40%	3,00 € 18,00 € 10,00 € 6,00 €	not standard: 0.30% minimum 7,50 €
		2,50 € 7,00 € 4,00 €	by cheque / cheque book request: 10,00 euros € per book
<b>RECEIPTS - Direct debit</b> non-payment order order to return paid receipts		2,00 € 3,00 €	
<b>FOREIGN CURRENCY</b> purchase/sale of notes (> 3.000 €) deposit check drawn on foreign bank (currency) issue check in foreign currency	1,00% 0,80% 1,00%	30,00 € 12,00 € 18,00 €	cheque return: 2.00% minimum 18,00 €
<b>CERTIFICATES</b> standard non residency		15,00 € 25,00 €	ebt, complex and audits: 35,00 €
<b>DUPLICATES</b> communiqués last year tax communiqué savings books		6,00 € 6,00 € 6,00 €	previous years: 10,00 € filed loss
<b>OTHERS</b> custody of documentation or savings books in branch processes in other places cash count (for depositing into non-consumer deposit accounts)		12,00 € 24,00 € 6,00 €	quarterly for every 500 units or fraction; maximum 20% amount deposited (applicable if the count exceeds 200 units)
<b>Exchange rate differential:</b> 2.50% of the exchange rate: currency/euro; euro/currency			

(1) includes domestic transfers in addition to all foreign transfers between EU member states regulated by European Regulation CE924/2009 (in Euros, Swedish krona or Romanian leu).

(2) includes all transfers between member states of the European Union other than those regulated by European Regulation CE924/2009, remaining foreign transfers and foreign currency transfers in the domestic market.

(3) urgent transfers will have an additional surcharge of €4 (also applicable to EU transfers).