

**Particular conditions****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 contacting 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.

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**

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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**

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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 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

## 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 inopportunistly, 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.

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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**

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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<sup>®</sup> DOR Index.
- Advanced: As with the Initiation Service plus Streaming of stock on the continuous market, Fixing, Latibex, MAB, ETFs and IBEX<sup>®</sup>, 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**

### **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

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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.

### **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



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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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Place and date A Barcelona a 11 de Novembre de 2013

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