

## GENERAL TERMS AND CONDITIONS FOR DEBIT CARDS

The cards issued under this agreement benefit from the cover provided by the CaixaBankProtect® service, the terms and conditions of which can be consulted at [http://portal.caixabank.es/tarjetas/caixabankprotect\\_es.html](http://portal.caixabank.es/tarjetas/caixabankprotect_es.html)

**PLEASE NOTE: Information highlighted in capital letters in this document is particularly important.**

CaixaBank Payments & Consumer, E.F.C. E.P., S.A.U., with Tax ID No. (NIF) A-08980153 and registered address at Calle de Caleruega, 102, 28033 Madrid (hereinafter "CaixaBank Payments & Consumer"), acting through its agent, CaixaBank, S.A. (CaixaBank), and the Contracting Parties, agree to enter into this framework card issuance agreement, which shall be governed by the specific conditions set out above and the general conditions contained in this document (hereinafter, the "Agreement").

### 1. Purpose

**1.1.** This agreement regulates the terms on which CaixaBank Payments & Consumer issues the Card or Cards indicated in the specific conditions, hereinafter "the Card", in the name of the Contracting Party or the persons designated by the Contracting Party, hereinafter "Cardholders", as well as the terms and conditions of use and associated services.

**1.2.** The card is a payment instrument issued by CaixaBank Payments & Consumer which, incorporated in a physical card, mobile phone device, computer or other electronic or computer device, allows its cardholder to access the services listed below, hereinafter "the Card Services", provided that it is used in accordance with the terms and conditions set out in this agreement:

- a) Initiate payment orders for the purchase of goods and services in domestic or foreign commercial establishments that accept this means of payment.
- b) Withdraw cash and carry out other payment transactions at ATMs belonging to the CaixaBank ATM network, such as cash deposits in demand deposits made by the Contracting Party or third parties, and transfers.
- c) Withdraw cash and make balance enquiries on the card's associated account at banks with which CaixaBank Payments & Consumer has partnership agreements.
- d) Initiate the execution of orders relating to banking, payment, investment or insurance services previously contracted.
- e) Contract new products and services by means of the electronic signature generated by the Card.
- f) Consult the Contracting Party's positions.
- g) Access the communications service.
- h) Any other services made available to you according to their own rules and conditions.

**1.3.** Under the same agreement, the person entering into the agreement, hereinafter referred to as "the Contracting Party", may request that Cards be issued for their own personal use or for use by third party beneficiaries acting in the name and on behalf of the Contracting Party, hereinafter referred to as "the Cardholder(s)" of the Card.

**1.4.** The Contracting Party is advised that the cardholder may use the card to operate with the card on demand accounts or other agreements of the Contracting Party.

### 2. Conditions of use of the card

**2.1. ACCESS TO THE CARD SERVICES: PRESENTATION OF THE CARD, PERSONAL IDENTIFICATION NUMBER (PIN) AND SECURITY CODES.** The Cardholder will receive a personal identification number from CaixaBank Payments & Consumer which, by itself or combined with other keys or security elements, will allow access to the Card Services. In particular, each time the cardholder wishes to initiate a payment order, they must personally and specifically communicate their consent by means of one of the following procedures:

a) To initiate payment transactions for the purchase of goods and services in commercial establishments, the Cardholder must facilitate the reading of the Card by the electronic devices that will be involved in the processing of the payment transaction and personally enter the personal identification number (PIN) that the Cardholder has set.

b) To initiate payment transactions for the purchase of goods and services in online establishments (e-commerce), we will confirm their identity using the CaixaBankNow application, app or website. If this method of identity confirmation is not available, we will use an alternative method that meets all legal safeguards, for example, a combination of a code sent by SMS and a password. For low-risk transactions (e.g. small amounts) we can simplify the method of confirming their identity.

**2.2. SENDING CARDS TO THE CONTRACTING PARTY'S HOME ADDRESS.** CaixaBank Payments & Consumer may send Cards to the Contracting Party's address for renewal or incorporation of new functionalities. In this case, they will be activated when CaixaBank Payments & Consumer confirms their receipt.

**2.3.** From CaixaBankNow, the app or website, under the "Security" > "Usage control" section, customers can set certain security options for their card (internet purchases, ATMs, transactions abroad, leisure, over 18s).

### 3. Payment Services Associated with the Card

#### 3.1. Common Conditions applicable to the Payment Services associated with the Card

**3.1.1 RECEIPT AND EXECUTION** CaixaBank Payments & Consumer will receive the payment orders initiated through the card on the same day that the cardholder communicates their consent in accordance with any of the procedures agreed in this agreement, and will be obliged to execute them, so they will be executed immediately from the moment they are received. When the payment order is initiated by or through the beneficiary, on the basis of the consent obtained from the cardholder, the order will be understood to have been received by CaixaBank Payments & Consumer on the same day it is communicated to the latter by the beneficiary. In certain establishments (motorways, parking meters, etc.), executed payment orders may be debited from the Associated Account or the credit limit after the date of their execution.

#### 3.1.2 FOREIGN CURRENCY TRANSACTIONS.

If the cardholder makes a purchase at a POS or withdraws cash from an ATM while in a **Member State of the European Union with a currency other than the euro**, CaixaBank Payments & Consumer will convert the corresponding amount into euros and charge a fee for this service. To make the conversion, CaixaBank Payments & Consumer will take as a reference value the latest exchange rate published by the European Central Bank, which will be **increased by three point nine five percent (3.95%)** as the price of the service.

If the payment order has been initiated **outside the European Union**, CaixaBank Payments & Consumer will also convert the amounts into euros. For this purpose, CaixaBank Payments & Consumer will use the exchange rate that Visa has published on its website at the time CaixaBank Payments & Consumer receives the information that the cardholder has carried out the transaction. CaixaBank Payments & Consumer will increase this exchange rate by **three point nine five percent (3.95%)**, also as the price of the service.

The cardholder can consult the exchange rates applied by Visa (i.e. without the 3.95 % fee) by clicking on the following link or on those which may replace it in the future:

Visa: [www.visaeurope.com/making-payments/exchange-rates](http://www.visaeurope.com/making-payments/exchange-rates)

Any exchange rate variations that occur will be applied immediately by CaixaBank Payments & Consumer without us having to notify the contracting party. They can see these changes at any CaixaBank branch or on the Visa website indicated above.

#### 3.2. Specific conditions applicable to payment services provided under the debit modality

**3.2.1. DEBIT TRANSACTIONS.** To initiate payment orders under this modality, the Contracting Party must be the holder or co-holder of a demand account opened at CaixaBank, hereinafter the "Associated Account". If the Associated Account is opened in the name of several holders, the Contracting Party's powers of disposal must be indistinct or joint and several. Otherwise, all co-holders must expressly consent to the debiting of payment transactions initiated from the card. Payment orders initiated by means of the Card under the "debit" modality will be debited immediately from the Associated Account with the value date of the day on which they are made.

**3.2.2. INFORMATION ABOUT THE ASSOCIATED ACCOUNT.** While this agreement remains in force, CaixaBank Payments & Consumer is authorised to request from CaixaBank the information necessary to verify the existence of a sufficient balance in the Associated Account prior to the start of each payment transaction. If the balance of the Associated Account is less than the amount of the payment transaction, CaixaBank Payments & Consumer will not be obliged to execute any payment order initiated from the Card.

The Contracting Party authorises CaixaBank Payments & Consumer to inform CaixaBank of the existence of this Agreement, the consents contained herein and the rest of the terms and conditions necessary for the correct execution of the payment transactions initiated by means of the Card.

**3.2.3. OPENING A LINE OF CREDIT** On certain occasions, when the balance of the Account associated with the agreement is not sufficient to cover the payment transactions ordered by the cardholder, CaixaBank Payments & Consumer may offer to allocate funds in the form of a line of credit which will be made available to the cardholder and posted to the card account. Withdrawals made with the card under this method must be reimbursed in full at the end of each settlement period on the day immediately following the end of the corresponding "settlement period".

#### 4. Other Services Associated with the Card

Via CaixaBank ATMs or CaixaBank's internet banking service, CaixaBankNow digital banking, if contracted, the cardholder will be able to access the following services:

**4.1. CONSULTATION:** access to information on the products and services contracted with CaixaBank Payments & Consumer, CaixaBank and other banks with which CaixaBank has reached a collaboration agreement, so that the Contracting Party may consult the main characteristics of the product or service contracted as well as information that allows them to follow its operation. At ATMs of banks other than CaixaBank with which CaixaBank Payments & Consumer has reached collaboration agreements, access to this information may be restricted to the balance of the Card's Associated Account.

**4.2. EXECUTION OF ORDERS:** relating to banking, payment, investment or insurance services previously contracted. In order to issue orders through the ATM browsing environment, the Contracting Party must first read, complete and sign the forms and documents that CaixaBank Payments & Consumer or CaixaBank may establish at any given time for this purpose. Orders will be signed using the electronic signature generated by the Card or via CaixaBank Sign.

**4.3. CONTRACTING NEW PRODUCTS AND SERVICES:** the ATM or CaixaBankNow browsing environments allow the Customer to contract products and services using the electronic signature generated by the Card or via CaixaBank Sign. During the contracting process, the contracting party will be shown the information and documentation necessary to validly conclude the agreement. The contracting party may download the mandatory pre-contractual information on a durable medium. Once the agreement has been signed, the corresponding justification of the contracting party will be sent to the contracting party through the CaixaBank digital banking Correspondence Service or the correspondence and document filing service regulated in the following section.

#### 4.4. COMMUNICATIONS:

##### Electronic communications

CaixaBank Payments & Consumer will send the cardholder communications related to this contract preferably through the CaixaBankNow digital banking service. We may also send them communications by email or telephone to inform them of matters related to their card, such as alerts, operational or security incidents, proposals for modification of conditions, newsletters with security tips or other information related to the agreement, or notifications that they have an important communication to read in CaixaBankNow.

The cardholder authorises CaixaBank Payments & Consumer and CaixaBank to exchange the information necessary for us to send them communications by electronic means under the terms indicated in this section.

##### Postal communications

If they do not have CaixaBankNow, CaixaBank Payments & Consumer will send the communications to the address indicated by the cardholder in the Specific Conditions of this agreement. If they have CaixaBankNow, but would prefer us to send communications to that address, they can request this. In this case, CaixaBank Payments & Consumer will charge the cardholder for the cost of sending the paper statement.

CaixaBank Payments & Consumer can also send demands for payment or notices of termination (cancellation) of the agreement to the postal address designated by the cardholder.

Either of the channels (electronic or postal) indicated above will be a valid method for sending reliable communications, as will registered fax (burofax), all these methods being sufficient to prove to third parties, such as courts of law, Banco de España, or other competent authorities, that the message has been received.

The cardholder undertakes to **inform us** as soon as possible of any **change** in their **personal data**, and in particular, their contact information: phone number, email address and postal address. They can do this through the CaixaBankNow online banking service or by going to their CaixaBank branch.

CaixaBank Payments & Consumer offers a free customer service telephone number 900 404 090 24 hours a day, every day of the week, to report any incident related to the operation or security of the card, as well as to report any complaint to CaixaBank Payments & Consumer.

#### 5. Price of the services. Costs to the cardholder

**5.1. PRICE OF THE SERVICES.** For the provision of the Services, CaixaBank Payments & Consumer will be entitled to charge the fees with the item and settlement parameters detailed below. The rates corresponding to each fee are indicated in the specific conditions:

(i) **CARD ISSUANCE.** It shall be accrued and payable once only at the time of issue of each card.

(ii) **CARD REPLACEMENT.** It shall be accrued and payable once only at the time of issue or replacement of each card.

(iii) **CARD PERSONALISATION.** It will accrue and become effective once only at the moment the image designated by the contracting party is stamped on the card.

(iv) **MAINTENANCE.** It shall be accrued in advance at the periodicity established in each case or, failing this, on an annual basis for the operational maintenance of each card issued under this Agreement until its expiry date. Cards whose holders are under 26 years of age will be exempt from paying the maintenance fee until they reach that age.

(v) **DEBIT CASH WITHDRAWAL.** It will accrue for each cash withdrawal made at ATMs and will be settled and paid when the withdrawal is made. When the cash withdrawal service is carried out at an ATM located in Spain that does not belong to CaixaBank, CaixaBank Payments & Consumer may only pass on the charges indicated in Section 5.2, in accordance with current legislation.

**CLAIMS FOR NON-PAYMENTS.** Fees for collection costs in the event of non-payment: if the contracting party fails to meet payment obligation, it obliges CaixaBank Payments & Consumer to immediately allocate resources to bring the unpaid debt up to date. 1.) They will be contacted by i) electronic means (e.g. SMS or similar means), ii) email or digital banking mailbox (such as the current CaixaBankNow), when the contracting party has agreed these means of communication with CaixaBank Payments & Consumer and iii) one or more telephone calls to the telephone number provided by the contracting party and recorded in the CaixaBank Payments & Consumer systems (the number and progression will be adapted to the particular circumstances of each non-payment and each customer; at least two attempts will always be made to try to establish personal contact with the contracting party) or any other personalised method that allows us to contact the contracting party. The fee for reasonable and appropriate collection costs is €40 unless another price is indicated in the specific conditions (the price indicated in the specific conditions prevails). 2.) If the non-payment persists after fifteen days, an additional registered fax (burofax) or equivalent may be sent with certification of content and receipt. The current postal cost of this notice is €24. The first fee i) will only accrue for debts of more than €60, ii) only after the specific collection procedures described above have been carried out and iii) the same non-payment may not give rise to more than one fee. The second fee i) will only accrue for debts over €300, ii) only after the effective sending of the burofax for persistent non-payment and iii) the same non-payment will not generate more than one fee. Collection costs and interest on arrears are different. The resources actually used to bring the unpaid debt up to date are the collection costs; the profit foregone due to non-payment is the interest on late payment.

**5.2 CHARGEABLE EXPENSES FOR CASH WITHDRAWALS AT ATMS.** CaixaBank Payments & Consumer may pass on the full price of the cash withdrawal service paid at ATMs to the owner of the ATM, in accordance with current legislation.

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

**6.1.** Without prejudice to the provisions of the other clauses, CaixaBank Payments & Consumer shall have the following duties and obligations:

- a) Deliver and keep secret the Personal Identification Number, passwords or other personalised security elements that are necessary for the operation of the Card for its holders.
- b) Deliver the card to the cardholder, when it is incorporated in a physical medium, and activate it if the cardholder has complied with the operational instructions established for this purpose.
- c) Accept transactions ordered, requested or executed by the cardholder, unless CaixaBank Payments & Consumer can reasonably appreciate a fraudulent and unauthorised use of the service, or a deliberate or grossly negligent breach of their obligations by the Contracting Party, the cardholder or unauthorised third parties.

**6.2.** Without prejudice to the provisions of the other clauses, the Contracting Party shall have the following special duties and obligations:

- a) Provide their mobile phone number and email address in order to use the card. If they change them, they must inform us without undue delay.
- b) Take reasonable precautions to prevent unauthorised third parties from accessing their mobile phone or email account.
- c) Inform CaixaBank Payments & Consumer without undue delay of any unauthorised or defectively executed payment transactions as soon as they are detected. This communication must be made within a maximum period of thirteen months from the date of the debit of said transaction or, if the contracting party is not a consumer, this period shall be fifteen days. This can be done by calling CaixaBank Payments & Consumer on 900 404 090, by CaixaBankNow or at any branch. Once this period of thirteen months (fifteen days for non-consumers) has elapsed, the Contracting Party shall lose their right to obtain rectification of the transaction.
- d) Keep the personal identification numbers (PIN) secret, without writing them down on the card or on any document that may be found with the card, preventing them from being deduced from your personal data (date of birth, telephone number, etc.), as well as the security codes and other personalised security elements that are provided to the Contracting Party to access the Card's Services. Neither we nor anyone else in the CaixaBank Group will ever ask for them.
- e) Not to manipulate the elements necessary for the use of the Card incorporated in mobile telephone devices, to conserve and protect them with the utmost care and, where appropriate, to keep them updated at all times, adopting the necessary measures and precautions to prevent the SIM card or the data incorporated therein from being copied.
- f) To be responsible for the truthfulness and accuracy of the cardholder's name and Tax ID number (NIF), as well as for the accuracy and consent of the cardholder for the transfer of any other personal data provided by the Contracting Party to CaixaBank Payments & Consumer or CaixaBank. In any event, the Contracting Party must ensure that the holders of the cards issued under this Agreement are aware of the conditions of use of the cards and shall be liable to CaixaBank Payments & Consumer for any breach of the duties and obligations arising from this Agreement attributable to the Cardholders.
- g) When the card in their possession has reached its expiry date and a new card is available, the contracting party must proceed without undue delay to activate it in accordance with the operational instructions established for this purpose.

## **7. Responsibilities**

**7.1** If the Contracting Party acts as a consumer. If the cardholder perceives an irregularity related to a payment transaction or another service, because they have not authorised the transaction or because it has been carried out incorrectly, the cardholder must notify CaixaBank Payments & Consumer as soon as possible.

The maximum period for claiming the reimbursement or rectification of a transaction is thirteen months from the date of the irregular payment. After this period, the cardholder loses their right to claim, even if they are not liable for the economic loss resulting from the unauthorised or defectively executed transaction.

If the cardholder informs CaixaBank Payments & Consumer that a transaction is incorrect or has not been carried out, it is up to CaixaBank Payments & Consumer to prove that the transaction has been authorised and carried out correctly, and that it has not been affected by a technical fault or any other deficiency.

CaixaBank Payments & Consumer will assume the loss caused by an unauthorised or defectively executed transaction and will be liable if any of the following transactions are carried out:

- transactions made with the card after the cardholder has informed us of its loss, theft or misappropriation;
- transactions that have been carried out before the cardholder has informed CaixaBank Payments & Consumer of their loss, theft or misappropriation, when it was not possible for the cardholder to detect it before using the card and provided that the cardholder has not deliberately or through gross negligence breached one or more of their security commitments;

"CaixaBank Payments & Consumer's duties and responsibilities for card security":

- irregular transactions that are due to the action or inaction of CaixaBank Payments & Consumer or CaixaBank employees;
- transactions carried out remotely using only the data printed on the card;
- transactions where we have not confirmed the identity of the cardholder by requiring a two-factor authentication (strong authentication), unless the cardholder has acted fraudulently.

When CaixaBank Payments & Consumer is responsible for refunding the amount of the irregular transaction to the contracting party, we will do so within one working day. If we have reason to suspect fraud in the transaction, we will not refund the amount within that period and will inform the cardholder in writing and Banco de España of the reasons for the suspicion.

CaixaBank Payments & Consumer may charge the contracting party again for the amount of the returned transaction if the following circumstances arise:

- The cardholder fails to provide documentation of the transaction within seven calendar days.
- The cardholder does not provide any additional documentation that we may request in this regard.

After studying the transaction, CaixaBank Payments & Consumer will confirm that the transaction has complied with all the established legal requirements and that the cardholder has deliberately or through gross negligence failed to comply with any of their security obligations.

**The contracting party will be responsible** for the irregular transaction in the following cases:

- Where the cardholder acts fraudulently or falsely denies that they are the author of a transaction.
- When the cardholder deliberately or through gross negligence fails to comply with one or more of their security commitments.
- When the cardholder unreasonably delays notifying CaixaBank Payments & Consumer of a card irregularity. The cardholder is obliged to notify CaixaBank Payments & Consumer of any irregularity as soon as they become aware of it.

The contracting party shall be liable for the amount of the transactions up to a maximum of €50 or up to the maximum amount provided for in the applicable regulations. The rest of the amount of the irregular transactions will be assumed by CaixaBank Payments & Consumer. The above limit shall not apply if the contracting party is not a consumer.

The cardholder can limit the amount of money that can be withdrawn from ATMs, the purchases made with their card in e-commerce establishments or in certain sectors, and card operations abroad. They can remove these restrictions at any time.

To establish or remove these limitations, use the CaixaBankNow digital banking service. Currently, they must go to the "Usage Control" section on CaixaBankNow.

7.2 If the Contracting Party is not acting as a consumer

The contractor shall bear the economic losses resulting from the execution of an unauthorised operation in the following cases: (i) if they deliberately or through negligence, whether simple or gross negligence, breach their obligations and, in particular, those set out in Conditions 6.1 and 6.2 above. In particular, the Contracting Party shall be liable for payment transactions initiated from their card as a result of deception, disloyal action by their employees or dependants, or any fraudulent manipulation affecting their organisation, computer systems, e-mail accounts or corporate mobile phone devices, provided that we have complied with our obligations; (ii) if, in the absence of negligence or fraudulent conduct on the part of the Contracting Party, CaixaBank Payments & Consumer has not applied strong authentication to the transaction, or simple authentication in accordance with the exemptions permitted by the applicable payment legislation each party, within its sphere of responsibility, shall prove that it has diligently performed its obligations.

## 8. Responsibility for obtaining or renewing bonuses in the use of the payment instrument for the purchase of goods and services in domestic or foreign commercial establishments

Under no circumstances shall CaixaBank Payments & Consumer be responsible for obtaining or renewing discounts or benefits for the use of the payment instrument, and the cardholder will be responsible for taking the necessary steps to obtain or renew these discounts.

## 9. Situations of non-payment

In the event of non-payment of the overdue obligations payable by the contracting party, their amount will generate daily ANNUAL NOMINAL INTEREST FOR DELAY at the rate indicated in the specific conditions. For its calculation, the interest accrued daily will be accumulated in a purely accounting account and the following formula  $Id = (Se \times n \times id) / 36,000$  will be applied, where "Id" is the absolute amount of interest; "Se", the average balance of the account in the settlement period; "n", the days of the period; and "id", the nominal annual interest rate in percent. It will be settled by months in arrears and the amount will be capitalised.

When the Contracting Party is a consumer, the ANNUAL NOMINAL INTEREST ON DELAY at the time of its accrual shall never exceed the percentage rate resulting from ANNUALIZING (over a period of twelve months) the INCREASE of two percentage points (2.00 %) of the MONTHLY NOMINAL INTEREST agreed for the repayment method "Total deferment of the outstanding balance", at the time of its accrual.

**Associated Account** ASSOCIATED ACCOUNT Associated Account Associated Account

## NON-PAYMENT

CaixaBank Payments & Consumer can use an account other than the one associated with the card to settle any debts the cardholder may have with CaixaBank Payments & Consumer. This happens if the card account balance is not enough to settle any unpaid obligations.

To this end, the contracting party authorises CaixaBank Payments & Consumer to:

- Charge the unpaid amount against the balance of any other account of which they are a holder or co-holder at CaixaBank, if that balance permits. This may happen as often as necessary.
- Ask CaixaBank for information about the accounts they hold, and the balance in those accounts.

Even if the agreement is cancelled, this authorisation will continue to be in force as long as there are amounts pending payment.

The contracting party undertakes to direct against CaixaBank Payments & Consumer any claim or dispute that may arise in relation to the debt compensation charges, as well as to keep CaixaBank out of any dispute. If the contracting party is a non-consumer and is therefore a company or micro-company, they also waive their right to exercise their right to a refund from CaixaBank of direct debit payments made by CaixaBank Payments & Consumer to their account.

## 10. Duration and termination of the agreement

10.1. The agreement's duration is indefinite. However, the cards issued under it are valid until the last day of the month of the expiry date stated on the card, and CaixaBank Payments & Consumer will be authorised, exceptionally, to authorise the use of the card during the expiry date in order to avoid any damage to the cardholder as a result of not having activated the new card.

10.2. Voluntary resolution. As long as any of the cards issued under this agreement is in force, CaixaBank Payments & Consumer may not request its termination except as provided in the general condition of this agreement relating to "Termination due to Cause". If applicable, CaixaBank Payments & Consumer must notify the contracting party of its decision to terminate the agreement at least two months before the date on which it is to take effect. When it is the contracting party who instigates the termination of the agreement, they must notify CaixaBank Payments & Consumer of their decision at least one month in advance and, in all cases, the associated cards must be returned and the debt must be settled in full and in advance. In any of the above cases and with respect to the price of the periodically accrued services, the contracting party shall only have to pay the proportional part due up to the time when the termination takes effect. Any excess received in advance by CaixaBank Payments & Consumer will be reimbursed by crediting the Associated Account.

10.3. Termination due to cause. Either party may terminate the Card Agreement if the other party fails to comply with the respective terms and conditions governing the Card Agreement or fails to pay any due and payable obligation under the Card Agreement. The resolution requested by CaixaBank Payments & Consumer will imply the immediate enforceability of any debit that may be payable by each of them.

## 11. Amendment of terms and conditions

CaixaBank Payments & Consumer may request the amendment of the terms and conditions of this agreement by notifying the contracting party (i) at least TWO MONTHS IN ADVANCE of the entry into force of said amendment, at the communications address in accordance with the stipulations of General Condition 4.4, or (ii) when the contracting party is a non-consumer, within a reasonable period of time before the entry into force of said modification, by publication on the notice board at CaixaBank branches or by any other means. Notwithstanding the foregoing, any modifications that are more favourable to the contracting party may be applied immediately. **If the contracting party does not agree with the amendment notified by CaixaBank Payments & Consumer, they have the right to oppose the amendment by requesting immediate termination of the contract free of charge. They can request this termination as soon as they receive notification of the proposed change and up to the time the change comes into effect.** The termination of the agreement will take effect 24 hours after they request it, and the proposed modification will not become effective.

CaixaBank Payments & Consumer will understand that the contracting party accepts the proposed amendment if they do not inform CaixaBank Payments & Consumer of their opposition to it and, therefore, of their desire to terminate the agreement, prior to the proposed date of its entry into force.

## **12. Blocking the card**

**12.1** CaixaBank Payments & Consumer reserves the right to TEMPORARILY BLOCK the use or retain the Card when one or more objective circumstances arise from which it can reasonably be deduced: a) that the security of the Card as a payment instrument has been compromised; b) that there may have been fraudulent or unauthorised use of the card; c) that, in the case of cards that allow credit transactions, their use entails a significant increase in the risk that the contracting party may be unable to meet their payment obligations. This last circumstance shall be understood to exist in the following cases provided that they objectively entail a serious and non-transitory deterioration of the Contracting Party's solvency: (i) If the contracting party fails to comply with any other essential liquid and enforceable obligation contracted with CaixaBank Payments & Consumer or with CaixaBank; (ii) If they are not up to date in the payment of their tax obligations, with Social Security or with their employees; (iii) If they fall into arrears with other creditors, or their assets are seized, seized or liquidated, unless the Contracting Party offers sufficient guarantees, or (iv) in any other similar situation, or (d) breach of any obligation by the Contracting Party or cardholder arising from this agreement.

**12.2** In such cases, CaixaBank Payments & Consumer will inform the contracting party of the blocking of the card and the reasons for the decision. Whenever possible, such communication shall be made in advance by the means of communication agreed with the contracting party and, otherwise, immediately after the blocking, unless the communication of such information may be compromised for objectively justified security reasons or would be contrary to any other regulatory provision.

## **13. Special clause for cards with cardholders who are minors**

**13.1** The contracting party, together with the legal representative of the minor cardholder, if different, specifically requests CaixaBank Payments & Consumer that the card referred to in this document be issued under the ownership of the minor, who may make the corresponding withdrawals and purchases on their own, which must be considered as if they had been made by the contracting party, who is liable to CaixaBank Payments & Consumer for them, in accordance with the terms of the agreement.

**13.2** The contracting party and the legal representative, where applicable, undertake to properly instruct the minor regarding the use of the card, to pay particular attention and vigilance to the use made of the card by the cardholder and to warn CaixaBank Payments & Consumer of any incident or irregularity they may observe, while authorising CaixaBank Payments & Consumer to limit or withdraw the use of the card from the cardholder at any time and without the need for prior notice.

**13.3** The contracting party declares that the amounts for whose disposal by means of the card the minor is authorised by the contracting party constitute the stipend assigned to them by the contracting party in order that the said minor may meet their expenses, in substitution of or in addition to the sums of cash that the contracting party provides them with for this purpose.

## **14. Information on payment transactions**

In the case of monthly settlement credit transactions, the information that must be provided to the contracting party on payment operations (date, amount, beneficiary and any other corresponding information in accordance with the legal regulations in force at any given time) shall be included in a statement that shall be sent to the contracting party on a monthly basis and which shall include all the transactions carried out during the immediately preceding settlement period, through the means of communication agreed in Common General Condition no. 4.4. When the number of such credit transactions is less than five and in the other types of card, this information shall be provided to the contracting party in the same form and periodicity as that established in the agreement for the money deposit associated with the card.

## **15. Details of the service provider and its agent**

**15.1.** The provider of the payment services contracted is CaixaBank Payments & Consumer, E.F.C. E.P., S.A.U., "CaixaBank Payments & Consumer", with Tax ID number (NIF) A-08980153 and incorporated in Barcelona, with prior authorisation from the Ministry of Economy and Finance and subject to supervision by Banco de España. It is duly registered in the Special Register of Credit Institutions of Banco de España. The head office of its central administration is located in Madrid, at Calle de Caleruega, 102.

**15.2.** Agent. CaixaBank, S.A., with Tax ID number (NIF) A-08663619, only intervenes in this agreement as Agent of CaixaBank Payments & Consumer, and therefore does not provide any service to the contracting party by virtue of this agreement. CaixaBank is duly registered as an agent of CaixaBank Payments & Consumer in Banco de España's Register of Agents.

## **16. Assignment of receivables and the agreement**

CaixaBank Payments & Consumer may assign all or part of the rights and obligations arising from this agreement. When CaixaBank Payments & Consumer intends to make such an assignment, it shall notify the Contracting Party in advance by the means of communication agreed for the sending of communications, at least two months in advance. When the assignment of all the rights and obligations of the agreement or of the obligations arising therefrom is not the result of a merger, spin-off, global assignment of assets and liabilities or other similar structural modification operation, the Contracting Party may oppose the assignment by notifying CaixaBank Payments & Consumer within the period of notice indicated, in which case the agreement shall be terminated.

## **17. Withdrawal**

**17.1.** If the contracting of the Card has been concluded through distance contracting channels and, in any case, in the case of a credit card, if the contracting party is a consumer, they may exercise the right to withdraw from the agreement within fourteen calendar days of signing the agreement by any means that allows the notification to be recorded. Once the contracting party has exercised the right of withdrawal, the agreement shall lapse. To this end, the contracting party must reimburse CaixaBank Payments & Consumer for the capital drawn down and the interest accrued on this capital from the date it was drawn down by the contracting party until the time of reimbursement, calculated at the interest rate agreed in this agreement, without any undue delay and no later than 30 calendar days from the date of communication of the withdrawal.

**17.2.** The contracting party may exercise their right to withdraw from the agreement at any CaixaBank branch. Likewise, when the agreement has been concluded through distance contracting channels, the withdrawal may be exercised through the digital banking service. In this case, the contracting party must access the "Personal Settings" tab at the top of the home screen and then choose the option "Cancel contracted products" on the right-hand side of the screen. They will then be presented with a form on which they must fill in the details of the agreement they wish to withdraw from. In order to withdraw from the agreement they will need the PIN2 of their coordinates card and the agreement number.

## **18. Applicable Law**

This agreement is subject to Spanish law and the jurisdiction of Spanish courts, regardless of the territory in which the payment services may be provided. The address indicated by the contracting party, as established in the "Communications" section, will be used to determine the jurisdiction of the courts and tribunals in which any disputes that may arise between the cardholder and CaixaBank Payments & Consumer in connection with this contract will have to be resolved.

The contracting party may address any complaints or claims arising from this agreement to the CaixaBank Customer Service Department, located at Calle del Pintor Sorolla, 2-4, 46002 Valencia.

Customer Services will answer within fifteen working days if the claim is related to payment services. As an exception, CaixaBank Payments & Consumer may extend this period to a maximum of one month when, for reasons outside the control of the service, it is impossible to provide a response within fifteen business days. Customer Services will inform the contracting party of the reasons for the delay and specify the period in which they will receive a definitive response.

After the above periods have elapsed, if Customer Services has not resolved the contracting party's claim or they do not agree with its response, they have the right to submit it to Banco de España Claims Service, at Calle Alcalá, 50, 28014 Madrid, or via its website ([www.bde.es](http://www.bde.es)) within one year of the response issued by Customer Services or of the date on which such a response should have been issued.

**18.1.** In particular, if the agreement has been concluded through an ATM, the contracting party may also exercise this right by accessing "Withdrawal of products or services", which is located in the "Products and services" section of the ATM's initial navigation screen. They will then be presented with a form where they will have to fill in details of the agreement they wish to withdraw from. In order to withdraw from the agreement, they will need their card and their contract number.

And in witness whereof, showing conformity with the foregoing common general conditions, specific general conditions, specific conditions and other contents of the agreement, the parties sign it in the place and on the date indicated, in duplicate, with one copy being given to each party.

Place and date Of. [\*] [\* place and date]