

Terms and Conditions for the girocard-Maestro Card

(Amended as of 31 October 2009)

The present translation is furnished for the cardholders' convenience only. The original German text of the General Business Conditions is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings or interpretations, the German text, construction, meaning or interpretation shall govern exclusively.

A. Guaranteed types of payment

I. Scope of application

The cardholder may use the girocard-Maestro Card (hereinafter referred to as "Card") for the following payment services, provided that the Card is issued with the corresponding functions:

1. In combination with the personal identification number (PIN) in German debit card systems:
 - a) For withdrawing cash at cash machines operated under the German cash machine system identified by the girocard logo.
 - b) For use at retailers and service companies at point-of-sale terminals operated under the German electronic cash system identified by the girocard logo.
 - c) For loading a credit onto the GeldKarte at loading terminals identified by the GeldKarte logo.
2. In combination with the personal identification number (PIN) in foreign debit card systems:
 - a) For withdrawing cash at cash machines operated under a foreign debit card system, provided that the Card is issued with the corresponding functions.
 - b) For use at retailers and service companies at point-of-sale terminals operated under a foreign system, provided that the Card is issued with the corresponding functions. In some countries, a signature may be requested instead of a PIN, depending on the system.

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

3. Without the use of the personal identification number (PIN):
 - a) As GeldKarte for cashless payments at point-of-sale terminals at retailers and service companies in Germany identified by the GeldKarte logo (GeldKarte terminals).
 - b) Above and beyond providing payment services and without comprising any guarantee of the Bank in connection with this function, as a storage medium for add-on applications of a retail and service company in accordance with the contract concluded by the cardholder with such company (Company-generated Add-on Application).

II. General rules

1. **Cardholder and authority**
The Card shall be valid for the account stated on it. It can only be issued to the name of the account holder or a person whom the account holder has authorised to draw on his/her account. If the account holder revokes the authority, he/she shall be responsible for ensuring that the Card issued to the authorised person is returned to the Bank. After revocation of the authority, the Bank will electronically block the Card for further use at cash machines and point-of-sale terminals as well as from loading the GeldKarte. The blocking of a Company-generated Add-on Application is only possible towards the company that has stored the add-on application and only if that company has provided a blocking capability for its add-on application. However, until the Card has been returned, there is the possibility of continued use of any amounts which may still be loaded on the GeldKarte.
2. **Financial limit**
The cardholder is obliged to use the Card only within his/her financial limit according to the General Conditions for Payment Services.
3. **Conversion of foreign currency amounts**
If the cardholder uses the Card for drawings which are not denominated in euros, the account is nevertheless debited in euros. The exchange is carried out according to the regulations of the General Conditions for Payment Services.
4. **Property of the Card; return of the Card**
The Card shall remain the Bank's property. The Card is not transferable. The Card shall be valid for the specific period stated on the Card. On issuing a new Card, but at the latest after expiry of the Card's validity, the

Bank shall be entitled to reclaim the old Card. If the entitlement to use the Card ends prior to this (for example by termination of the account relationship or of the Card agreement) the cardholder must return the Card to the Bank without undue delay. Any amount which may still be loaded on the GeldKarte at the time of the return will be refunded to the cardholder. The cardholder is obliged to remove any Company-generated Add-on Applications stored on the Card without delay by the company that has integrated such add-on applications into the Card.

5. Blocking and collection of the Card

- a) The Bank may block the Card and arrange for its collection (for example, at a cash machine), if
 - the Bank is entitled to terminate the Card agreement for good cause, – this is justified due to objective reasons related to the security of the Card, or
 - there is a suspicion of an unauthorised or fraudulent use of the Card.
 The Bank shall inform the account holder of the blocking of the Card and the relevant reasons for it, where possible, before the Card is blocked and at the latest immediately thereafter. The indication of reasons is not required as far as giving such information is prohibited by other legislation. The Bank shall unblock the Card or replace it with a new Card once the reasons for blocking the Card no longer exist. It will also notify the account holder thereof immediately.
- b) Any amounts which may still be loaded on the GeldKarte at the time of its collection will be refunded to the cardholder.
- c) If the cardholder has an add-on application stored on a collected Card, the collection of the Card has the effect that the cardholder will no longer be able to use that add-on application. The cardholder is entitled to demand that the Card-issuing institution delivers the restitution of any Company-generated Add-on Applications loaded on the Card at the time of its collection, once the Card has been returned to said institution by the agency by which it was collected. The Bank is entitled to meet the claim of restitution in respect of the Company-generated Add-on Application in returning the Card invalidated for drawings to the cardholder.

6. Cardholder's duty to exercise due care and to cooperate

- a) **Signature**
If the Card contains a signature field, the cardholder shall be obliged to sign the Card in the signature field immediately on receipt.
- b) **Careful safekeeping of the Card**
The Card is to be kept with special care to prevent it from being lost and misused. In particular, it may not be left unattended in a car, as it can be misused (e.g. within the scope of the girocard system). In addition, any person in possession of the Card can use up the amount loaded on the GeldKarte.
- c) **Keeping the personal identification number (PIN) secret**
The cardholder shall take care that no other person obtains knowledge of his/her PIN. In particular, the PIN must not be noted on the Card or kept together with it in any other way. This is because any person who knows the PIN and comes into possession of the Card is able to affect drawings to the debit of the account stated on the Card (for example, withdrawal of money at cash machines).
- d) **Information and notification duties**
 - (1) If the cardholder notices the loss or theft of his/her Card, the misappropriation or any other unauthorised use of the Card or PIN, the Bank, or where possible, the account-holding office, must be notified thereof without delay (blocking request). The cardholder may also request the Central Blocking Service (Zentraler Sperrannahmediendienst) any time to block his/her Card. In this case, the Card can only be blocked if the name of the Bank, where possible including the bank code, and the account number are stated. The Central Blocking Service blocks all Cards issued for the relevant account for further use at cash machines and point-of-sale terminals. In order to limit the blocking to the lost Card, the cardholder must contact his/her Bank, where possible the account-holding office. The contact information to which the blocking request shall be addressed shall be notified to the customer separately. The customer must report any theft or misuse to the police without delay.
 - (2) If the cardholder has the suspicion that another person has come into the possession of his/her Card in an unauthorised manner, has misused it or has used the Card or PIN without authorisation in any other manner, he must also give a blocking request without delay.
 - (3) The blocking of a Company-generated Add-on Application is only possible vis-a-vis the company that has stored the add-on application on the Card's chip and only if that company provided a blocking capability for its add-on application.
 - (4) The account holder shall notify the Bank of an unauthorised or defectively executed Card payment without undue delay on becoming aware of it.

7. Authorisation of Card payments by the cardholder

By the use of the Card, the cardholder gives his/her consent (authorisation) to the execution of the Card payment. If a PIN or signature is additionally required for this, the payment will be authorised only after the PIN has been entered or the signature has been made. Once authorised, the Card payment cannot be revoked by the cardholder

8. Refusal of Card payments by the Bank

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

- the cardholder has failed to prove his/her identification by entering his/her PIN,
- the drawing line or financial limit of use applicable for the Card payment is not observed, or
- the Card is blocked.

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

9. Execution time

The payment transaction is initiated by the payee. After the Bank's receipt of the payment order, the Bank is obliged to ensure that the Card payment amount is received by the payee's payment service provider within the execution time of three business days (and as of 1 January 2012 a maximum of one business day) at the latest. In the event of Card transactions within Germany and in contracting states of the Agreement of the European Economic Area (EEA) in a currency of a state outside the EEA (third-country currency) as well as Card transactions where the payee's payment service provider is located outside the EEA (third country), the Card transactions are to be executed as soon as possible.

10. Charges

The General Conditions for Payment Services shall apply for charging fees. The single fees are listed in the Price and Service Specification ("Preis- und Leistungsverzeichnis").

11. Notification of the account holder on the Card payment transaction

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

12. Liability of the account holder in the event of unauthorised Card transactions

a) Liability of the account holder before a blocking request is given

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

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

the account holder shall be liable for any losses up to the maximum amount of 150 euros incurred before the date on which the blocking request is given. In this connection it is of no consequence whether or not the loss or theft or the otherwise missing Card is the cardholder's fault.

(2) If an unauthorised Card transaction occurs before a blocking request is given although the Card or PIN has been neither lost nor stolen nor becomes otherwise missing, the account holder shall be liable for any losses incurred as a result up to a maximum amount of 150 euros, if the cardholder has failed to comply with his/her duty to keep the Card or PIN safe.

(3) Where the account holder is not a consumer or where the Card is used in a state outside Germany or outside the EEA (in a third-party state/country) or in a currency of a state outside the EEA (third-party state/currency), the account holder shall bear the losses relating to any unauthorised Card payment transactions according to paras. (1) and (2) in excess of the maximum amount of 150 euros, provided that he/she has violated his/her duties of care under these conditions with gross negligence. If the Bank has contributed to the occurrence of a loss by any own fault, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss.

(4) The account holder shall not be liable for losses according to paras. (1) to (3), if the cardholder was unable to give the blocking request because the Bank had failed to ensure that appropriate means are available at all times to enable the cardholder to make the blocking request and the loss was incurred as a result.

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

- fails culpably to notify the Bank or Central Blocking Service of the loss, theft or misuse of the Card without delay,

– has noted the personal identification number on the Card or kept it together with it (e.g. in the original letter by which it was notified to the cardholder),

– has disclosed the PIN to another person and this has caused the misuse.

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

b) Liability of the account holder after a blocking request is given

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

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

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

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

d) Additional liability and refund regulations

As far as it is not already ruled by the above-mentioned conditions the General Conditions for Payment Services shall apply with its liability and refund regulations for the customer and the exclusion of liability and objections for the Bank.

III. Special rules for individual types of use

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

a) Drawing line valid for the Card

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

b) Incorrect entry of the PIN

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

c) Payment obligation of the Bank, complaints

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

2. GeldKarte

a) Service description

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

b) Loading and unloading of the GeldKarte

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

c) Immediate account debit of the loaded amount

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

d) Payment transaction by means of the GeldKarte

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

IV. Add-on applications

1. Storing of add-on applications on the Card

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

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

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

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

3. Processing of complaints regarding add-on applications

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

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

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

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

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