

Standard European Consumer Credit Information - Dispokredit

1. Identity and contact details of the creditor

Creditor Address	Banco Bilbao Vizcaya Argentaria, S.A., Branch Office Germany Neue Mainzer Straße 28 60311 Frankfurt am Main
Telephone number	+49 6958996454
E-mail address	kundenservice@bbva.de
Internet address	www.bbva.de

2. Description of the main features of the credit product

The type of credit	<p>Overdraft facility (granted overdraft facility) on a current account. The contract is concluded when we provide you with a binding declaration in text form regarding the conclusion of a contract for the granting of an overdraft facility on a current account, and you make use of this overdraft facility.</p> <p>The overdraft credit may be used as needed either completely or in part, on a one-time basis or repeatedly, without repeated consultation with the Bank. Interest is charged only for the duration and the amount that is actually utilized. The accrued interest becomes due with the next account statement (quarterly) and is charged to the current account. Apart from the interest, no additional ongoing costs are incurred for the use of the credit.</p>
The total amount of credit	500 EUR
Upper limit or total of all amounts made available under the credit agreement	The total credit amount is the credit limit.
The duration of the credit agreement	The term of the overdraft credit is not limited and is granted until further notice.
You may be required to repay the entire loan amount at any time.	Yes

3. Costs of the credit

The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement	<p>9,95% (fixed)</p> <p>The Customer must pay interest for the amount utilised upon overdrawing his account (Overdraft Interest), but only for the length and the amount of the actual usage of the overdraft facility.</p>
Costs in the case of Payment Default	<p>In the event of default in payment, the statutory default interest rate of 5 percentage points above the base interest rate will be charged. The base interest rate as of January 1, 2025, is 2.27%. Therefore, the default interest rate is 7.27% per year. The base interest rate is determined by the Deutsche Bundesbank and is set on January 1 and July 1 of each year.</p> <p>Besides the default interest, you are obliged to compensate for the damage caused by the default. The default damage may include, in particular, costs for reminders as well as costs for appropriate legal action (e.g., attorney fees).</p>

4. Other important legal aspects

Termination of the Credit Agreement	<p>Both you and the Bank can terminate the granted overdraft facility at any time, in whole or in part, without observing a notice period. The Bank will take into account the legitimate interests of the customer when exercising this right of termination.</p> <p>If the Bank terminates the granted overdraft facility without notice, it will grant you a reasonable period for the repayment of the overdraft facility.</p> <p>Both you and the Bank can terminate the loan agreement without observing a notice period for good cause. Good cause exists if, considering all the circumstances of the individual case and weighing the interests of both parties, the continuation of the contractual relationship until the agreed termination cannot be reasonably expected of the terminating party. If the good cause consists of a breach of duty under the contract, termination is only permissible after the unsuccessful expiration of a period set for remedy or after an unsuccessful warning. Sec. 323(2) of the BGB applies accordingly. The entitled party can only terminate within a reasonable period after becoming aware of the reason for termination.</p> <p>Furthermore, the Bank can always terminate the loan agreement without notice before the loan is disbursed, and usually without notice after disbursement, if there is or threatens to be a significant deterioration in your financial</p>
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	<p>circumstances or in the value of a security provided for the loan, which endangers the repayment of the loan, even when the security is realized. The termination by the Bank must be in text form and becomes effective upon receipt by you. Your termination does not require any form or justification and becomes effective upon receipt by the Bank.</p> <p>With the termination of the current account agreement, the overdraft credit shall also end accordingly.</p>
<p>Consultation of a database <i>The creditor must inform you immediately and without charge of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or public security.</i></p>	<p>Before a credit is granted, a database query is carried out in accordance with the provisions of the Federal Data Protection Act.</p>

5. Additional information in the case of distance marketing of financial services

a) Concerning the creditor

<p>Representative of the creditor in your Member State of residence</p> <p>Address</p> <p>Telephone number</p> <p>E-mail address</p> <p>Web address</p>	<p>Individually authorised to represent: Permanent representative: Leyre Elena Mena Tinoco</p> <p>Neue Mainzer Straße 28 60311 Frankfurt am Main</p> <p>+49 6958996454 kundenservice@bbva.de www.bbva.de</p>
<p>Entry in the commercial register (registration)</p>	<p>Entry of the head office in the commercial register: Commercial Register of Vizcaya (Spain), Volume 2083, Sheet 1, Page BI-17-A, 1st entry. Entry of the German branch in the commercial register: Frankfurt am Main Local Court, HRB 81939</p>
<p>Competent supervisory authority</p>	<p>European Central Bank (Europäische Zentralbank), Sonnemannstraße 20, 60314 Frankfurt am Main (Internet: www.ecb.europa.eu) Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Straße 108, 53117 Bonn and Marie-Curie-Str. 24-28, 60439 Frankfurt (Internet: www.bafin.de) German Central Bank (Deutsche Bundesbank), Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main (Internet: www.bundesbank.de) Bank of Spain (Banco de España), calle Alcalá 48, Madrid (Internet: www.bde.es)</p>

b) Concerning the credit agreement

Right of withdrawal
You have the right to withdraw from the credit agreement within 14 calendar days.

Exercise of the right of withdrawal

Yes.

Withdrawal information

Section 1

Right of withdrawal

You may withdraw your contractual declaration within 14 days without providing any reasons by means of a clear statement. The period begins after the conclusion of the contract and after you have received the contractual terms, including the General Terms and Conditions, as well as all the information listed below in Section 2 on a durable medium (e.g., letter, fax, email). To meet the revocation deadline, it is sufficient to send the revocation in a timely manner if the declaration is made on a durable medium. The revocation should be addressed to:

By post:
Banco Bilbao Vizcaya Argentaria, S.A., Branch Office Germany
Neue Mainzer Straße 28
60311 Frankfurt am Main

By email: kundenservice@bbva.de

Section 2

Information required for the start of the withdrawal period

The mandatory information according to section 1 sentence 2 includes:

1. The identity of the entrepreneur; the public business register where the legal entity is registered and the associated registration number or equivalent identifier must also be provided;
2. The main business activity of the entrepreneur and the supervisory authority responsible for their authorization;
3. The identity of the representative of the entrepreneur in the Member State of the European Union where the consumer resides, if there is such a representative, or another commercially active person other than the entrepreneur, if the consumer has business dealings with this person, and the capacity in which this person acts towards the consumer;
4. Regarding the address:
 - a. The address at which the entrepreneur can be served and any other address relevant to the business relationship between the entrepreneur and the consumer, including the name of the authorized representative in the case of legal entities, associations of persons, or groups of persons;

	<ol style="list-style-type: none"> 5. The essential characteristics of the financial service and information on how the contract is concluded; 6. The total price of the financial service, including all associated price components and all taxes paid through the entrepreneur, or, if an exact price cannot be specified, the basis for its calculation, enabling the consumer to verify the price; 7. Details regarding payment and fulfillment; 8. The existence or non-existence of a right of withdrawal, as well as the conditions, details of its exercise, particularly the name and address of the person to whom the withdrawal must be declared, and the legal consequences of the withdrawal, including information on the amount the consumer must pay for the service provided in the event of withdrawal, if they are obliged to pay compensation for value (underlying regulation: § 357b of the Civil Code); 9. The contractual termination rights, including any contractual penalties; 10. The Member States of the European Union whose law the entrepreneur bases the establishment of relations with the consumer before the conclusion of the contract; 11. A contractual clause on the applicable law to the contract or the competent court; 12. The languages in which the contractual terms and the pre-contractual information mentioned in this withdrawal instruction are communicated, as well as the languages in which the entrepreneur undertakes to conduct communication during the term of this contract with the consumer's consent; 13. A note on whether the consumer can use an out-of-court complaint and redress procedure to which the entrepreneur is subject, and, if applicable, the access requirements for such a procedure. <p>Section 3 Consequences of withdrawal</p> <p>In the event of an effective withdrawal, the services received by both parties must be returned. You are obliged to pay compensation for the service provided up to the point of withdrawal if you were informed of this legal consequence before submitting your contractual declaration and expressly agreed that the execution of the counter-performance could begin before the end of the withdrawal period. If there is an obligation to pay compensation, this may result in you having to fulfill the contractual payment obligations for the period up to the withdrawal. Your right of withdrawal expires prematurely if the contract has been fully fulfilled by both parties at your express request before you have exercised your right of withdrawal. Obligations to refund payments must be fulfilled within 30 days. This period begins for you with the dispatch of your withdrawal declaration, and for us with its receipt.</p> <p>End of the revocation policy</p>
<p>Law that the lender bases the establishment of relationships with you on before concluding the credit agreement</p> <p>Clauses on the law applicable to the credit agreement</p>	<p>The law of the Federal Republic of Germany applies to the relationship with you prior to the conclusion of the credit agreement.</p> <p>German law applies to the conclusion of the contract and the entire business relationship between you and the Bank (cf. Rule 6 of the General Terms and</p>

and/or the competent court	Conditions). There is no contractual jurisdiction clause for retail customers.
Choice of language	The information and contractual conditions are presented in German. With your consent, we will keep in contact with you in German during the term of the credit agreement.

c) On legal remedies

Availability of and access to out-of-court complaint and redress procedures	<p>You may engage in the following processes outside of court to address complaints and seek legal remedies:</p> <p>You can file a complaint with the contact point of the Creditor mentioned in the "Price and Service List." The Creditor will respond to complaints in an appropriate manner, and in the case of payment service agreements, this will be done in text form (e.g., by letter or email).</p> <p>You have the option to file a written complaint or one recorded at the Federal Financial Supervisory Authority, Graurheindorfer Straße 108, 53117 Bonn, at any time about violations of the Creditor in connection with contracts that pertain to banking transactions according to Section 1(1) sentence 2 of the German Banking Act (Kreditwesengesetz – KWG) or financial services according to Section 1 (1a) sentence 2 KWG.</p> <p>For the resolution of disputes with the Creditor in connection with distance contracts for financial services (Section 312c ff. of the German Civil Code (Bürgerliches Gesetzbuch – BGB), consumer loans and other financing aids (Section 491 to 508, 511 and 655a to 655d BGB), as well as payment service contracts (Section 675c to 676c BGB), you have the option to contact the arbitration board of the Deutsche Bundesbank. The arbitration procedure is free of charge for you. Complaints must be submitted in text form (e.g., letter, email) to the Deutsche Bundesbank, P.O. Box 10 06 02, 60006 Frankfurt am Main, Email: schlichtung@bundesbank.de.</p> <p>The European Commission has established a European Online Dispute Resolution platform (ODR platform) at http://ec.europa.eu/consumers/odr/. You can use the ODR platform for the out-of-court resolution of a dispute arising from online contracts with a company established in the EU.</p>
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