

The following translation is provided for the customer's convenience only. The contractual language is German. Therefore, German legal documents are binding in all respects and constructions, meanings or interpretations in the German legal documents shall prevail in case of inconsistency with the English version.

# Special Conditions for CASH (“Bargeld via App”) and BBVA Top Up (“Aufladen mit Karte”)

## 1. Cash

### 1.1 Essential features of CASH and conclusion of contract

Banco Bilbao Vizcaya Argentaria, S.A., German Branch (**BBVA**) offers the special service CASH, which allows any customer who has concluded a current account contract with BBVA (the **Customer**), to withdraw cash from or deposit cash into their current account held with BBVA (the **BBVA Current Account**) at branches of selected retail partner companies (e.g. supermarkets) in Germany (the **Retail Partners**). The contract is concluded when the Customer accepts the special conditions for CASH in the BBVA App or in its online banking portal via [www.bbva.de](http://www.bbva.de).

### 1.2 Withdrawal and Deposit

The Customer can create a barcode for a withdrawal or deposit via the BBVA App (the **Barcode**). The Customer must authorize the creation of the Barcode by entering two authentication elements. The Barcode is usable for a period of 20 minutes from the time of creation. Barcodes that have expired or

have been deleted by the Customer can no longer be utilised for CASH. To initiate a withdrawal or deposit using Cash, the Customer must personally go to a participating branch of a Retail Partner and present the Barcode at the cash register for activation by scanning or entering the number of the Barcode.

After the activation of a Barcode, either the credit to the BBVA Current Account or the withdrawal and the debit to the BBVA Current Account will take place. A Barcode can only be used once and can be cancelled by the Customer before activation.

### **1.3 Limitation of use**

CASH can only be used at cash registers in certain branches of the Retail Partners. The participating branches of the Retail Partners are displayed in the "CASH-Map". The CASH-Map can be retrieved within the BBVA App.

Cash withdraws at the Retail Partners shall always be subject to adequate cash reserve available in the respective cash register or cash dispenser at said Retail Partner. CASH can only be used within the opening hours of the participating branch of the Retail Partner.

Specific limits for the usage of CASH are specified in the Price and Services List.

### **1.4 Fees**

BBVA will offer the deposit and withdrawal at the fees visible in the currently valid Price and Service List. The fee is due upon the use of the Barcode and will be charged separately to the BBVA Current Account for the deposit or withdrawal.

The Price and Service List is available at [www.bbva.de](http://www.bbva.de).

### **1.5 Exclusion of Representation**

Deposits and withdrawals using CASH must be made by the Customer personally and not by third parties. Representation by a third party within the framework of CASH is excluded.

### **1.6 Data Transmission**

CASH is offered in cooperation with GRENKE BANK AG, Neuer Markt 2, 76532 Baden-Baden, and viafintech GmbH, Wallstraße 14a, 10179 Berlin. BBVA anonymizes the client internal identification number using an alphanumeric identifier and transmits the transaction data (e.g., selected payment amount, validity period of the Barcode) to GRENKE BANK AG and viafintech GmbH for the purpose of the technical execution of CASH. The transfer of data to GRENKE BANK AG and viafintech GmbH is necessary to provide the requested cash service in accordance with Art. 6 (1) lit b) of the General Data Protection Regulation. The customer releases BBVA from banking secrecy in this respect.

## 1.6 Term and termination

CASH can be used for an indefinite period and cannot be terminated by the Customer separately without terminating the Current Account.

# 2. BBVA Top Up

## 2.1 Essential features of BBVA Top Up and conclusion of contract

BBVA offers the special service **BBVA Top Up**, which allows any Customer to transfer money to their BBVA Current Account using a payment card issued in Germany by a payment service provider other than BBVA. The contract is concluded when the Customer accepts the special conditions for BBVA Top Up in the BBVA App or in its online banking portal via [www.bbva.de](https://www.bbva.de).

## 2.1 Use of BBVA Top Up

The Customer can use the BBVA Top Up electronically through the BBVA App or the web area accessible from the website via [www.bbva.de](https://www.bbva.de) by following the instructions contained therein.

To perform the BBVA Top Up, the Customer must indicate the card details they intend to use and approve the money transfer to their BBVA Current Account according to the authentication methods made available by the card issuer. The payment order is deemed to have been received by BBVA when the Customer has approved the money transfer.

Following the approval of the transfer by the card issuer, the transferred amount is immediately credited to the BBVA Current Account, increasing its balance.

## 2.3 Limitation of use

Limitations of use of the service are specified in the Price and Service List.

If multiple different payment cards are used for BBVA Top Up, BBVA, for security reasons and based on its internal control criteria, may take necessary measures for appropriate verifications, including temporarily blocking the account's operations if deemed appropriate. BBVA will promptly inform the Customer of the adoption of such measures.

## 2.4 Fees

BBVA does not apply any cost or fee to the Customer for providing the BBVA Top Up.

## 2.5 Storage service

At the time of performing the transaction with BBVA Top Up, the Customer can store the payment card used by following the instructions indicated in the BBVA App or the website [www.bbva.de](http://www.bbva.de). If the Customer intends to make further recharges with a stored card, they will not need to re-enter its details. In providing the service, BBVA does not store the payment card details. The data, which are not accessible to BBVA, are uniquely associated with a token that, if selected by the Customer at the time of performing a recharge, allows the recharge to be attributed to the payment card associated with the token and the authorization request for the operation to be sent directly to the card issuer without the need to re-enter its details.

By requesting the storage service, the Customer authorizes BBVA to process the payment card details to generate the token: once the token is generated, the data will be deleted from BBVA's systems. For more information on how BBVA processes its customers' data, you can consult the Personal Data Protection Notice available on [www.bbva.de](http://www.bbva.de).

Up to a maximum of five (5) different payment cards can be stored simultaneously; the Customer can delete one or more stored cards at any time by following the instructions indicated in the BBVA App or the website [www.bbva.de](http://www.bbva.de).

## 2.6 Term and termination

BBVA Top Up can be used for an indefinite period and cannot be terminated by the Customer separately without terminating the Current Account.

# 3. Information regarding BBVA

### 3.1 Address of BBVA main office

Banco Bilbao Vizcaya Argentaria, S.A.  
Plaza San Nicolás 4, 48005 Bilbao, Spain  
[consultasgenerales@bbva.com](mailto:consultasgenerales@bbva.com)

### 3.2 Address of BBVA German Branch

Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland  
Neue Mainzer Straße 28, 60311 Frankfurt am Main, Deutschland  
[kundenservice@bbva.de](mailto:kundenservice@bbva.de)

### 3.3 Authorized representative of BBVA in Germany

Leyre Elena Mena Tinoco (ständige Vertreterin, einzelvertretungsberechtigt)

### 3.4 Main business of BBVA

The object of BBVA is the operation of all types of banking business and related transactions.

### 3.5 Competent supervisory authorities

The competent supervisory authorities for the main office of Banco Bilbao Vizcaya Argentaria, S.A. are the European Central Bank (Europäische Zentralbank), the Bank of Spain and the Spanish National Securities Market Commission (CNMV).

In addition, the competent supervisory authorities for the German branch Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland are the European Central Bank (Europäische Zentralbank), Sonnemannstraße 20, 60314 Frankfurt am Main, the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – **BaFin**), Graurheindorfer Straße 108, 53117 Bonn and Marie-Curie-Straße 24-28, 60439 Frankfurt am Main, the German Central Bank (Deutsche Bundesbank), Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main and the Bank of Spain (Banco de España), calle Alcalá 48, Madrid (Internet: [www.bde.es](http://www.bde.es)).

### 3.6 Register entries

The main office of Banco Bilbao Vizcaya Argentaria, S.A. is registered in the Commercial Register of Vizcaya (Spain), Volume 2083, Sheet 1, Page BI-17-A, 1st entry.

The German branch Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland is registered in the Commercial Register of the Local Court of Frankfurt am Main under HRB 81939.

## 4. Final provisions

### 4.1 Applicable law and jurisdiction

German law applies to CASH and BBVA Top Up. BBVA also applies the law of the Federal Republic of Germany to the pre-contractual relationship. There is no contractual jurisdiction clause.

### 4.2 Language

The relevant language for CASH, BBVA Top Up, the pre-contractual information, and the communication between the customer and BBVA during the relevant contractual relationship is German.

### 4.3 Complaint and Alternative Dispute Resolution Procedures

The Customer may engage in the following processes outside of court to address complaints and seek legal remedies:

- The Customer can file a complaint with the contact point of the Bank mentioned in the "Price and Service List." The Bank 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).
- 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.
- For the resolution of disputes with the Creditor in connection with distance contracts for financial services (Section 312c ff. 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](mailto:schlichtung@bundesbank.de).

- 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.

## 5. Right of Revocation

### Revocation instruction

#### Section 1

##### Right of Revocation

You may revoke 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](mailto:kundenservice@bbva.de)

#### Section 2

##### Information Required for the Commencement of the Revocation Period

The information referred to in Section 1, Sentence 2 includes the following details:

##### General Information:

The mandatory information according to section 1 sentence 2 include:

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. 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;
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 minimum duration of the contract if it involves a continuous or regularly recurring service;
10. The contractual termination conditions, including any penalties;
11. 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;
12. A contractual clause on the applicable law to the contract or the competent court;
13. 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;
14. 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;

### Section 3

#### Consequences of Revocation

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.

End of the revocation notice