

Terms and Conditions of the "BBVA Germany" Service

1. GENERAL INFORMATION

Banco Bilbao Vizcaya Argentaria SA, German branch (hereinafter "BBVA") with headquarters in Neue Mainzer Straße 28, 60311 Frankfurt am Main (Germany); email: kundenservice@bbva.de.

2. ADMINISTRATIVE AUTHORIZATION AND SUPERVISORY AUTHORITY

BBVA is a bank registered in the register of German banks with registration number 81939 and subject to the supervision of the Federal Financial Supervisory Authority for the services provided in Germany. The German branch of BBVA is registered in eingetragen im Handelsregister des Amtsgerichts Frankfurt am Main unter HRB 81939.

3. GENERAL TERMS AND CONDITIONS OF USE OF THE APPLICATION

3.1 Subject of these conditions

These terms of use (hereinafter "Conditions") govern the terms and conditions for downloading and using the "BBVA Germany" software application (hereinafter "the Application" and/or the "Software") by the individual who accepts these conditions (hereinafter the "User") on their smartphone, tablet, TV, or other compatible device (hereinafter "Device").

Once downloaded by the User, the Application will allow the User to access the functions that BBVA makes available at that time and use them as far as these are supported by the respective Device and

version of the Software (hereinafter the "Functions"). To use the Application, the User must have previously signed the Framework Agreement for the provision of banking and payment services, which the terms and conditions related to the methods of communication between BBVA and the customer, also through remote communication means (hereinafter "Framework Agreement").

Access to and use of the Functions through the Application is conditioned on the User's identification and access as provided for in the Framework Agreement.

3.2 Downloading the Application and accepting the Conditions

The download of the Application can be done from the store available on the User's Device. Once the Application is downloaded, by selecting the "BBVA" icon on the Device, the User can access and view the Conditions. The User must accept the Conditions to access the app Functions.

Each party will be responsible to the other for damages resulting from the breach of obligations assumed under these Conditions. Neither party will be responsible to the other in case of failure to fulfill such obligations due to accidental events or force majeure.

3.3 BBVA's responsibility

These Conditions are stipulated solely and exclusively between the User and BBVA, excluding the Device manufacturer or app store operator, who are not responsible for the Software or its content.

BBVA, and not the Device manufacturer or app store operator, is solely responsible for providing maintenance and support services for the Application under these Conditions and/or applicable laws.

BBVA is solely responsible for any warranties the Application may be subject to, whether established by law or not.

BBVA is solely responsible for managing claims made by the User or third parties relating to the Application, the possession thereof by the User, and/or its use, including but not limited to claims for defective products, violation of applicable laws, and/or specifically consumer protection laws.

In the event of third-party claims for infringement of intellectual and/or industrial property rights on the Application and/or its use by the User, BBVA (and not the Device manufacturer or app store operator) will be solely responsible for managing and resolving such claims.

The Functions of the app may include statistics on the User's spending habits, information on ways to achieve savings goals, tips for managing the User's personal finances, and other such information and data. Such information and data are not binding and should be considered by the User merely as information and guidance, not as a determining factor for making decisions. They should instead be used by the User as one of the elements to consider when making decisions along with other relevant

elements. BBVA declines any responsibility for the use that the User may make of the information provided through the Application.

BBVA is not responsible for the truthfulness, completeness, or updating of information not processed by it and for which another source is indicated, in addition to that contained in other websites or applications through hyperlinks or links from the Application provided to the User as alternative sources of information. These will be governed by the terms and conditions of use required by the owners of these websites or applications for which BBVA assumes no responsibility for any damages that may result from the use of the aforementioned information. In no case can the aforementioned hyperlinks be considered a recommendation, sponsorship, or distribution by BBVA of information, products, and/or services or, in general, content owned by third parties offered or disseminated in any form.

BBVA is not responsible if errors or malfunctions occur in the use of the Application by the User due to defective functioning of hardware, software, or devices not provided by BBVA or the servers of the Device manufacturer.

BBVA's legal name and contact details for any questions and/or claims regarding the Application are: Banco Bilbao Vizcaya Argentaria S.A., German branch, Neue Mainzer Straße 28, 60311 Frankfurt am Main (Germany), phone numbers +49 (0) 69 58996454, email address: kundenservice@bbva.de.

3.4 Acceptance of conditions, User responsibility

These Conditions will be binding from the moment of their acceptance by the User.

It is the User's responsibility to use the Application in accordance with the Conditions, particularly to comply with the obligations to protect the Device, its biometric data, and/or the keys stored on it. The User agrees that they have read the security recommendations developed by BBVA, which can be consulted [here](#).

It is the User's responsibility to immediately notify BBVA if the Device, the said biometric data, and/or the keys have been misused by third parties or the User has reason to suspect misuse.

3.5 Software license

The download of the Application and its Functions (or those available in the future) is free. However, connection, navigation, and/or calls from the Device to the network may be billed by the User's operator according to the rate agreed upon by the User. BBVA has no influence on such costs. BBVA reserves the right to establish some fees for the use of the Application in the future, which will be communicated to the User in advance according to the methods provided for in the Framework Agreement. Naturally, the fees provided for in the Framework Agreement for payment transactions

and, in general, for the provision of payment services or other services by BBVA will apply. The use of the Application for such Functions does not entail any additional costs.

Subject to the acceptance of the Conditions, BBVA grants the User a royalty-free, personal, non-exclusive, non-transferrable, non-sublicensable, limited in terms of time and content right to use the Software during the term of this agreement. This Software license allows the User to download and use the Application and to access the home page from which they can access the Functions that BBVA will make available from time to time through the Application.

The described license includes exclusively the User's right to reproduce the Software in whole or in part only through use, download, execution, and display on one or more devices. The use of the Software for any other purpose is expressly prohibited and will be considered a violation of BBVA's intellectual and industrial property rights on the software. For this purpose, BBVA reserves the right to take legal action against the User as provided by law to defend these rights. BBVA reserves the right to take legal action against Users who violate intellectual and/or industrial property rights.

Access to the application does not grant the user any intellectual and/or industrial property rights on the contents. The intellectual and industrial property rights on the website, including the arrangement of content, the right on databases, graphics, and the user interface of the website (look and feel), software programs (including source and object codes), and the various elements that make up the website (texts, graphics, photos, videos, audio recordings, etc., hereinafter "Content") remains with BBVA or its licensors.

3.6 Reservation of Rights

BBVA reserves the right to fully or partially modify these Conditions, as well as to expand them by integrating new ones. The new conditions will be shown to the User through the Application, and the User will have to accept them each time an update is carried out by selecting the "BBVA" icon on the Device before being able to access the functions of the Application. Once the new conditions are accepted, the User can access the Functions of the Application. These Conditions can be consulted at any time in the application menu: Information about > See Legal Conditions. In case the modification involves a change in economic conditions, the provision of the Framework Agreement relating to unilateral changes of the contract will apply.

BBVA reserves the right to update, modify, or delete without notice the information contained in the Application, as well as to limit or prevent access to it if this is required for security purposes. In particular, BBVA reserves the right to delete, limit, or prevent access to the Application if technical difficulties arise as a result of events or external circumstances that, in its opinion, may reduce or neutralize the levels of security or standards adopted for the proper functioning of the said Application, informing the User accordingly.

The Application has a tool for detecting malicious codes (hereinafter "Malware") aimed at preventing banking fraud. Malware is defined as any type of malicious software aimed at causing harm, whether targeting a mobile Device or the network. If the Application detects the presence of malicious code on the Device, BBVA will activate a procedure to take action on the User's multi-channel operations. It should be noted that this type of software can be distributed, among other things, through any official or unofficial mobile application distribution platform, as well as via email attachment.

3.7 Right of termination

The User can terminate the agreement at any time by uninstalling the Application from their Device. Uninstalling the Application does not lead to the termination of the Framework Agreement.

BBVA may terminate the agreement at any time; in such case, the license granted expires two months after BBVA notified the User about the termination and the legal consequences.

BBVA may terminate the agreement with immediate effect (i.e., the license granted expires at the time BBVA informs the Customer about the termination and its legal consequences) if the Customer materially violates the Conditions and is unable to remedy the violation.

3.8 Force Majeure

BBVA is not obliged to fulfill the obligations of this contract in case of a force majeure or in case of declaration by the authorities of a health or humanitarian crisis that prevents or seriously hinders the fulfillment of the contract, particularly due to the Covid-19 pandemic.

3.9 Applicable law and competent court

This contract is governed by German law.

The competent court is the court located in the User's place of residence or domicile.

4. SPECIFIC TERMS OF USE FOR CERTAIN DEVICES OR CERTAIN VERSIONS OF THE APPLICATION

4.1 Specific conditions for Devices/versions of the Application that allow contacting BBVA's Customer Service

If the Device or version of the Application allows contacting BBVA's Customer Service "Linea BBVA", the User, after downloading the Application, will be able to contact the said service. If the User

accepts the contact, the Application will offer the possibility to make calls automatically through the User's mobile phone operator.

The User will bear only the connection and call costs according to the rate they have agreed with their operator.

4.2 Conditions for using image storage for direct debit request of bills

If the Device or version of the Application allows, the User can take photos of bills to request their direct debit on their BBVA accounts. The photos taken are stored in the Device's memory or the SD card.

The User can access the photos taken by the Application and stored in the mobile Device's memory or the SD card. By using this service, the User authorizes the Application to access the photographed images. BBVA will not access the rest of the images stored in the Device's internal memory or the SD card. BBVA will not use these images for any purpose other than processing the direct debit request made by the User.

4.3 Terms of use for automatic reading of SMS

If the Device or version of the Application allows, the User can use the Function that allows the automatic reading of BBVA confirmation key messages received by the User via SMS without entering the key to confirm the executed operation. After the User has given authorization for automatic reading (through the receipt of the first SMS for transaction confirmation), the OTP will be read and automatically entered into the signature text box in such a way that the User, if in agreement, accepts to sign the operation.

The sending of keys to the User by BBVA via the Device according to this procedure implies the User's full consent to the executed operation.

4.4 Conditions for accessing the WiFi connection - Network Access

If the Device or version of the Application allows, the User can be informed about the status of the connection to WiFi networks and the Internet and how to use it to exchange data with BBVA or use other services that require such connection.

BBVA will use network connection data only for the purpose established in this Function.

4.5 Conditions for accessing the application and electronic signature through biometrics

4.5.1 Requirements for the Device used by the User

The User has chosen a Device independently of the BBVA Application. If the Device allows, the User can access the Application and perform signature operations using the biometric functions available. This technical function is not controlled by BBVA and depends solely on the Device manufacturer. Therefore, before using the BBVA Application, it is advisable to ensure that the Device works correctly by verifying its security conditions and guarantees as indicated in the conditions that the User has agreed with the Device manufacturer or distributor.

4.5.2 Conditions of use of the Application

The User can access the Application, authorize operations, and sign contracts using the biometric data they have registered on their Device (fingerprint, retina, iris, voice, facial features, and any other aspect enabled by the Device). For this purpose, it is necessary to activate this Function in the Application following the instructions indicated by BBVA. BBVA will not be able to access the biometric data registered by the User on their Device in any case.

BBVA will determine the biometric data that allow the use of this Function and the different operations that can be carried out through the Application using the said biometric data.

BBVA informs the User that if they activate this Function, their access key will be encrypted and stored in an unintelligible way in a secure key store on their Device in accordance with the Device manufacturer's security standards.

For the User to access and sign through the biometric data stored on their Device, they must have activated the consultative session of the Application found in the side menu - Security - Access Methods/Signature as well as all other requirements indicated by the Application at that time.

As soon as the User activates the function described in this section, their access key (encrypted and undecipherable) will be associated with the biometric data registered on the Device at that time, allowing the use of the functionality. If the User modifies the biometric data and/or the password is changed, the Function will cease to be operational and the User will have to reactivate it.

The Device must contain only the User's biometric data. The User undertakes to keep the biometric data stored on their Device confidential, not providing them to third parties (thus maintaining the confidentiality of their credentials). For this purpose, it is necessary to protect the Device and prevent its unauthorized and fraudulent use. The User undertakes to promptly notify BBVA of any undue knowledge by third parties or the suspicion that this has occurred concerning the said data and keys. This communication can be made by calling +49 (0) 69 58996454. You can check our security recommendations by clicking [here](#).

4.6 Terms of use for including BBVA cards in Google Pay, Samsung Pay, and Apple Pay

It is possible to include cards in Google Pay, Samsung Pay, and Apple Pay directly from the Application, provided that the terms and conditions of Google Pay, Samsung Pay, and Apple Pay have been previously accepted, following the Application's instructions.