

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.

Terms and Conditions for adding a BBVA Card to Google Pay

These terms of use (hereinafter, "BBVA-GOOGLE PAY Terms and Conditions") govern the addition of a card issued by BANCO BILBAO VIZCAYA ARGENTARIA, SA GERMAN BRANCH ("BBVA"), with registered office at Neue Mainzer Str. 28 60311 Frankfurt am Main Deutschland, (hereinafter "BBVA card" in singular or "BBVA cards" in plural) in the GOOGLE PAY application, developed by and owned by GOOGLE INC., located at 1600 Amphitheatre Parkway, Mountain View, California 94043, USA (hereinafter referred to as "GOOGLE Pay") so that the BBVA cardholder can pay with the aforementioned Card for purchases made using Google Pay.

The owner of the software and provider of Google Pay services is Google Inc.

The terms "User" or "Cardholder" are synonymous in this document and will be used to refer to a BBVA Cardholder who activates it on Google Pay.

The BBVA-GOOGLE PAY Terms and Conditions consist of the following sections:

1. Use of the Google Pay application and acceptance of Google Pay terms and conditions
2. Cards to add to Google Pay. Ownership
3. Obligations and responsibilities
4. Duration Expiration or suspension of service
5. Personal data processing
6. Miscellaneous

1. Use of the Google Pay application and acceptance of Google Pay terms and conditions

Downloading, accessing, and using Google Pay are governed by Google Pay's Terms and Conditions of Service established by Google, which must have been accepted by the User before starting to use Google Pay.

These BBVA-GOOGLE PAY Terms and Conditions are entirely independent and govern only the terms and conditions to be accepted to activate a BBVA card in Google Pay and use it as a payment tool within the GOOGLE PAY environment.

2. Cards to add to Google Pay (Ownership)

By adding a BBVA Card to Google Pay, the User can use the aforementioned BBVA Card as a payment tool for purchases made using the Google Pay application unless its use is suspended or denied in the Google Pay environment.

The User can activate one or more BBVA Cards not included in the list. They can also deactivate them and select any one as the default Payment Card without such choice being changed without their consent, except in cases of theft, loss, expiration, or temporary limitation of the use of a BBVA Card registered in Google Pay; in these cases, the default Payment Card will become the next one on the list of cards in Google Pay.

The BBVA Cardholder will have previously signed the corresponding card issuance terms and conditions with BBVA, under which the issuance and use of the BBVA Card will be regulated. The terms of this contract are not modified by adding the BBVA Card to Google Pay and will remain in full force.

3. Obligations and responsibilities

3.1. Obligations

The User is obliged to:

- Use the BBVA Cards in Google Pay in accordance with the provisions of the Card terms and conditions and the provisions established in these BBVA-GOOGLE PAY Terms and Conditions;
- Promptly notify BBVA that the electronic signature device, User's equipment, terminals associated

with Google Pay, SIM cards, email addresses, and/or passwords have been used by third parties as soon as they become aware of it;

- Notify BBVA when an error has been made in sending the payment order before the order has been executed.

3.2. Responsibilities

The User will be responsible for complying with the obligations assumed in these BBVA-GOOGLE PAY Terms and Conditions.

4. Duration Expiration or suspension of service

4.1. Duration

These BBVA-GOOGLE PAY Terms and Conditions have an indefinite duration. The User can cancel the BBVA Cards activated in Google Pay at any time. If BBVA does not authorize the activation or maintenance of the BBVA Cards in Google Pay, it will inform the User with a notice of two months. In accordance with the current regulations on the distance marketing of financial services, the User will have a period of fourteen (14) calendar days from the acceptance of these BBVA-GOOGLE PAY Terms and Conditions to withdraw from the contract. The withdrawal must be communicated in writing to BBVA by regular mail to BBVA Germany Customer Service writing to: Neue Mainzer Str. 28 60311 Frankfurt am Main Deutschland or through any other means that allows proof of the withdrawal communication.

Since these are linked services, exercising the right of withdrawal will imply the revocation of these BBVA-GOOGLE PAY Terms and Conditions.

Expiration or suspension

The User agrees that BBVA may suspend, prevent, or limit the use of the BBVA Cards in Google Pay if: (i) a security breach has occurred in Google Pay that could compromise BBVA's systems, (ii) Google does not comply with applicable law for the use of Google Pay and such breach negatively affects BBVA, (iii) any competent authority orders not to allow the use of BBVA Cards in Google Pay, (iv) any competent authority decides that the use of Google Pay violates any applicable law, or (v) if any of the cases provided for in the card issuance contract signed between the Cardholder and BBVA or any other applicable regime between the parties occur.

5. Miscellaneous

5.1. Terms of use for the automatic reading of messages

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Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland, Neue Mainzer Str. 28, 60311 Frankfurt am Main, eingetragen im Handelsregister des Amtsgerichts Frankfurt am Main unter HRB 81939.

This service provides for the automatic reading of BBVA confirmation codes messages received by the User through supported messaging systems, without the User having to enter such a code to confirm and accept the transaction carried out. By accepting these BBVA-GOOGLE PAY Terms and Conditions, the User consents to the automatic reading of said code under the indicated terms.

5.2. Communications

Communications between BBVA and the User regarding the use of BBVA Cards in Google Pay can be sent by any of the means agreed upon between these two parties in the terms and conditions contract governing the use of the BBVA Card.

5.3. Price

Unless otherwise indicated in these BBVA-GOOGLE PAY Terms and Conditions or in the Price and Services List, the services regulated here will have no cost to the User. Additionally, the customer may incur costs in connection with the use of the Google Pay App and Google Pay. These may include, in particular, connection costs for using the Google Pay App and Google Pay.

5.5. Assignment

BBVA declares the right to assign its contractual position in this contract, or part of it, to a BBVA affiliate or subsidiary.

5.6. General conditions

The User accepts the conditions established in this document, which have not been individually negotiated.

5.7. Legislation

German law applies to these BBVA-GOOGLE PAY Terms and Conditions.