



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.

Legal information and conditions of use

BANCO BILBAO VIZCAYA ARGENTARIA, S.A., German branch (hereinafter "**BBVA**") provides users (hereinafter the "user" or "users") of this website www.bbva.de (hereinafter the "**Website**") with the following general information, in accordance with Article 5 of the German Digital Service Act (Digitale Dienste Gesetz) on the implementation of Regulation (EU) 2022/2065 on certain legal aspects of information obligation for digital service provider.

Company name: Banco Bilbao Vizcaya Argentaria, S.A., German branch.

Main address in Germany: Neue Mainzer Straße 28, 60311 Frankfurt am Main (Germany).

Legal Representatives:

Individually authorised to represent: Permanent representative: Leyre Elena Mena Tinoco

German commercial register number: registered in the Commercial Register of Frankfurt am Main (Handelsregister des Amtsgerichts Frankfurt) under HRB 81939.

Contact details of the competent supervisory authority: 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 Banco Bilbao Vizcaya Argentaria, S.A., German branch 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 (www.bde.es).

Registered in BaFin with ID: 10120560



Contact e-mail: If you have any questions, you may contact BBVA by writing to the email address kundenservice@bbva.de

The terms and conditions of use of the website (hereinafter referred to as the '**Terms and Conditions of Use**'), which users of the site must comply with at all times, are set out below.

Acceptance of Terms and Conditions of Use

The present Terms and Conditions of Use regulate the use of the website that BBVA makes available to users.

After signing the framework agreement for the provision of banking services by BBVA, customers of the Bank will be able to access the private area of the Website when it becomes available.

Your access to and use of the Website implies your full acceptance of the Terms and Conditions of Use and your obligation to comply with them. Therefore, the user must carefully read the Terms and Conditions of Use each time he/she intends to use the Website as they may be subject to change. BBVA reserves the right to update, modify or delete the Terms and Conditions of Use any time. For the use of the Website, the up-to-date Terms and Conditions of Use available on the Website apply.

Terms and Conditions of Use

The user must comply with the provisions of the legislation in force as well as with the principle of good faith and public order. The user also undertakes not to use the Website for fraudulent purposes and to avoid any conduct that may damage the image, interests or rights of BBVA and/or third parties. The user also undertakes to avoid any action likely to damage or overload the Website or to render it otherwise unusable or to use it in any way that impedes its normal use and operation.

The user is hereby informed that, in the event of non-compliance with any of the obligations derived from the Terms and Conditions of Use, BBVA reserves the right to restrict, suspend or terminate the user's access to the Website, taking any technical measures that may be necessary for this purpose. BBVA also reserves the right to apply such measures if there is evidence that the user is in breach of any material term and/or condition set out in the Terms and Conditions of Use.

BBVA reserves the right to update, amend or delete the information contained on the Website, including the content and/or services integrated therein, as well as to restrict or prevent access to such information at any time and without prior notice. In particular, BBVA reserves the right to delete, limit or prevent access to the Website in the event of technical problems due to facts or circumstances beyond BBVA's control and which, in BBVA's assessment, are capable of limiting or compromising the security levels or standards adopted for the proper functioning of the Website. For these purposes, BBVA reserves the authority to decide, at any time, whether to continue providing the services offered through the Website.

Website Content

The intellectual and industrial property rights over the Website belong to BBVA or its licensors, including the availability of the content, the right over the underlying databases, the graphic design and user interface on the Website (look and feel), the underlying computer programs (including source and object codes), as well as the various elements integrated into the Website (text, graphics, photos, videos, sound recordings, etc.), (hereinafter collectively the "Content"). BBVA or its respective licensors also own the rights to the trademarks and other distinctive signs and symbols included in the Website ("Trademarks").

The use of the Website by the user does not imply the transfer of any intellectual and/or industrial property right over the Website, its Content and/or BBVA's Trademarks. Therefore, the Terms and Conditions of Use expressly prohibit the user from reproducing, transforming, distributing, publicly communicating, making available, extracting information from and/or reusing the Website, its Content and/or BBVA's Trademarks or those of any other third party that is integrated in the Website. The customer is not allowed to use the Content or Trademarks for any purpose other than visiting the Website, except for the circumstances in which this is legally permitted and subject to BBVA's prior authorisation. BBVA reserves the right to take legal action against users who violate or infringe the intellectual and/or industrial property rights, including on the Contents and/or the Trademarks.

BBVA grants permission to use the Website to users who comply with the Terms and Conditions of Use on a non-exclusive basis so that the user can use the Website in accordance with the Terms and Conditions of Use.

BBVA FURTHER DECLARES the following:

- The information contained on the Website is for informational purposes only and does not constitute, nor may it under any circumstances be construed as, a legal, tax, financial, investment or technical recommendation, nor an offer or a guarantee on the part of BBVA; nor may it be construed as a recommendation to execute transactions, nor shall it form the basis for making decisions in any particular direction. BBVA excludes any liability arising from the use of the information contained in the Website by the Customer.
- The Content of the Website is aimed exclusively at users residing in Germany. No promotion or offer of banking and financial products through the Website is directed at potential users in other jurisdictions, which may have restrictions and limitations on the offer of this type of product.
- The information provided by BBVA on the Website does not express any evaluation or recommendation regarding the products or services represented on the Website.
- BBVA is not responsible for whether or not the Website meets the user's expectations. BBVA shall not be liable for the truthfulness, accuracy, sufficiency, integrity or up-to-dateness of information that has not been produced by BBVA itself and for which another source is indicated. BBVA also excludes any liability for opinions or comments that may appear on the Website, which have been personally produced by users or may come from the sources indicated.

BBVA reserves the right to update, modify or delete the information contained on the Website in accordance with the provisions of the Terms and Conditions of Use and accepts no obligation to provide notification of any changes to the information or content of the Website. The user

ACKNOWLEDGES AND ACCEPTS what is stated above by BBVA and, furthermore, GUARANTEES compliance with all regulations that may be applicable to the user as a user of this Website.

Website link

The establishment of links to the Website is prohibited, unless this has been authorised by BBVA in advance. In any event, once the link has been authorised by BBVA, it must be made in accordance with the following terms:

- The link may not be formed by frames that enable the Website to be viewed by means of Internet addresses other than those of the Website itself, or that display information from the Website in any other way together with information included on other web pages.
- The Website containing the link (hereinafter referred to as the 'Linking Site') shall not contain any false, inaccurate or incorrect statements about the Website and/or BBVA.
- BBVA sponsors and cooperates with the services provider that provides the services on the Linking Site. BBVA shall not be liable in any way for the content of the Linking Site.
- The Linking Site must faithfully comply with the law and may not, under any circumstances, host content, be it its own or that of third parties, which: (i) harm the rights of third parties, are unlawful, offensive, insulting, violent, inappropriate or otherwise contradict common and social decency (pornography, racism, etc.); (ii) convey or could convey to the user the impression that BBVA supports, adheres to or in any other way endorses the ideas, statements or expressions of the person who formulated them, whether lawful or unlawful; or (iii) are inappropriate and not relevant to BBVA's activities.

In the event of non-compliance with any provision of the conditions of use listed above, BBVA may take legal action.

Related sites

In order to help the user find further information, BBVA may include various types of technical linking devices that allow the user to access other websites (the "Linked Sites"). In such cases, BBVA acts as a provider of Information society services, in accordance with the provisions of Article 3a Regulation (EU) 2022/2065. BBVA's liability for services and content provided through Linked Sites is limited in accordance to the provisions of the German Digital Service Act.

Under no circumstances does the existence of Linked Sites imply, on the part of BBVA, any recommendation, promotion, identification, conformity with the statements, contents or services provided by the Linked Sites. Therefore, BBVA disclaims any responsibility for the contents of the Linked Sites, their terms and conditions of use and/or policies, including privacy policies. The user is solely responsible for checking these terms and conditions of use and disclosures and accepting them each time he/she accesses and uses these sites.

Reporting activities of an illegal or inappropriate nature

If the user or any other Internet user is aware of any type of information or content, on or provided through the Website, that is unlawful or infringes the rights of third parties or is harmful, offensive,

violent, inappropriate or otherwise contrary to common decency and social customs, the said user may contact BBVA and provide the following information:

- Personal details of the person providing the notification: name, address, telephone number and e-mail address;
- description of the facts revealing the unlawful or inappropriate nature of the content or information and the exact address where they were found;
- Where third party rights, such as intellectual and industrial property rights, have been infringed, information on the owner of the infringed rights must be provided if this is a person other than the notifier. Documentation proving ownership of the infringed rights and, where applicable, evidence of authority to act on behalf of the rights holder must also be provided if the latter is a person other than the notifier.

The receipt of the notification described in this clause does not imply the actual knowledge by BBVA of the activities and/or contents indicated by the notifying person, where such knowledge is not obvious or evident. In any event, after assessing the legal issues involved, BBVA reserves the right to suspend or remove any content that, even if not illegal, is contrary to these Terms and Conditions of Use.

Responsibility of BBVA

The user must be aware that communications over open networks that are exposed to various threats cannot be considered secure. It is the user's responsibility to take all appropriate technical measures to reasonably control such threats, including, among others, having systems in place to detect malicious software such as viruses, trojans, etc., as well as to keep security patches in the relevant browsers up-to-date. For further information, please refer to BBVA's security policy or contact your Internet service provider, who will be able to provide the appropriate solutions for your specific needs. BBVA is liable for damages if and to the extent that the damage is due to intent or gross negligence. BBVA is also liable for culpable injury to the life, limb, or health of a natural person, even if the damage is caused by simple negligence. The same applies in the event of a breach of a cardinal duty which is a duty whose fulfillment is essential for the proper implementation of the campaign and the achievement of the purpose of the contract, and whose compliance a campaign participant can regularly rely on. Any further liability is excluded. Liability under the German Product Liability Act remains unaffected. BBVA is not responsible for content on Linking Sites or Linked Sites. BBVA is not responsible for damages caused by vulnerabilities in the user's systems and tools. BBVA does not guarantee the complete security of its systems and, although appropriate security measures have been taken, the existence of vulnerabilities cannot be completely excluded; the user must therefore interact with the Website with caution.

In particular, BBVA shall not be liable for:

- damage or loss of any kind caused on the user's computer by viruses, worms, trojans or other harmful elements;

- damages or losses of any nature caused on the user's computer by malfunctions or disconnections in the telecommunication networks and which may result in the suspension, cancellation or interruption of the services of the Website while they are being provided; with regard to the foregoing, the user therefore acknowledges that access to the Website requires services provided by third parties which are outside BBVA's control (e.g. telecommunication network operators, access providers, etc.), whose reliability, continuity and operation BBVA is not in a position to control. Furthermore, BBVA is not responsible for guaranteeing the availability of the Website services.

With regard to information published by third parties, BBVA's liability is limited in accordance with the German Digital Services Act.

BBVA shall not be liable for any damages, direct or indirect, that may be suffered by the user as a result of improper use of the Website and/or its contents. BBVA makes no commitment to notify any changes to the contents of the Website.

Personal Data Protection

Information concerning the processing of your personal data due to your use of the website can be found in the data processing document.

Use of cookies

Like other commercial websites, the website makes use of a technology called "cookies". Detailed information for the user on how BBVA uses cookies can be found in the Cookie Policy.

For more information on security, see the Cookie Policy.

Applicable law

The IT services provided by BBVA through the Website shall be governed by German law. Therefore, for any legal issue that may involve this Website or for any dispute between the user and BBVA, German law shall apply.