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## I Guaranteed Forms of Payment

### 1 Scope of Application

The cardholder can use the card for the following payment services provided the card has been issued with the corresponding functions:

#### 1.1 In conjunction with the personal identification number (=PIN) in German debit card systems:

- 1) For withdrawing cash at cash machines operated under the German cash machine system, identified by the girocard logo.
- 2) For use at retailers and service providers, at automated points-of-sale/checkouts within the German electronic cash system, identified by the girocard logo.
- 3) c) to load the GeldKarte at loading terminals identified by the GeldKarte logo.
- 4) For loading a prepaid mobile phone account, which a mobile phone user has with a mobile phone provider, at a cash machine, provided the operator of the cash machine offers this function and the mobile phone provider participates in the system.

#### 1.2 In conjunction with the personal identification number (=PIN) in foreign debit card systems:

- 1) For withdrawing cash at cash machines under a foreign cash machine system, provided that the card has been issued with the corresponding functions.
- 2) For use at retailers and service providers at automated points-of-sale/checkouts under a foreign system, provided that the card has been issued with the corresponding functions. In some countries, a signature may be requested instead of a PIN, depending on the system.
- 3) For loading a prepaid mobile phone account, which a mobile phone user has with a mobile phone provider, at a cash machine of a foreign system, provided the operator of the cash machine offers this function and the mobile phone provider participates in the system.

Under a foreign system the card is accepted under the logo applicable to the foreign system.

#### 1.3 Without using the personal identification number (=PIN)

- 1) As a „money card“ (GeldKarte) for cashless payments at automated points-of-sale/checkouts at retailers and service providers in Germany identified by the GeldKarte logo (GeldKarte Terminals).
- 2) Beyond the scope of providing payment services and without comprising any guarantee of the Bank in connection with this function, as a storage medium for add-on applications of the Bank in accordance with the contract (Bank-generated add-on application) concluded with the Bank or
  - of a retailers and service providers in accordance with the contract concluded by the cardholder with said retailer or service provider (merchant-generated add-on application).

## II General Rules

### 1 Cardholder and Authority

The card shall be valid for the account stated on it. It can only be issued in the name of the account holder or a person to whom the account holder has granted authority to sign on the account. If the account holder revokes the authority to sign on the account, he/she shall be responsible for the card issued to the authorised representative being returned to the Bank. Following revocation of the authority, the Bank shall electronically block the card for use at ATMs and automated points-of-sale/checkouts as well as for loading the GeldKarte. A merchant-generated add-on application can only be blocked in relation to the merchant who has stored the add-on application on the card's chip and is only possible if the merchant provides a possibility of blocking its add-on application. A Bank-generated add-on application can only be blocked in relation to the Bank and depends on the contract concluded with the Bank. So long as the card has not been returned the GeldKarte can still be used to use up the amounts still loaded on it. It is also possible to continue to use the add-on applications stored on the card.

### 2 Financial Limits on Use

The cardholder may only use his card for dispositions within the scope of his account balance or credit that has been previously granted for the account. Even if the cardholder does not comply with said limits on use when he makes dispositions, the Bank shall be entitled to demand reimbursement of the expenses incurred from use of the card. The entry of such dispositions on the account leads to a tolerated overdraft.

### 3 Conversion of Amounts in Foreign Currencies

If the cardholder uses the card for dispositions which are not in euros the account will nevertheless be debited in euros. In the case of transactions in foreign currencies, determination of the rate is set out in the „List of Prices and Services“. Any change in the reference exchange rate mentioned in the conversion provision shall take effect immediately and without prior notice to the customer.

### 4 Return of the Card

The card shall remain the property of the Bank. It is not transferable. The card shall be valid only for the period stated on the card. When the new card is handed out, but no later than when the validity of the card has expired, the Bank shall be entitled to demand that the old card be returned. If the right to use the card has ended before then (for example if the account has been closed or the card agreement terminated), the cardholder must return the card to the Bank without undue delay. The amount still loaded on the GeldKarte at the time of return shall be refunded to the cardholder. If there are any merchant-generated add-on applications on the card the cardholder must arrange for the merchant, who added the add-on application to the card, to remove them. The possibility of continuing to use a Bank-generated add-on application depends on the contractual relationship between the cardholder and the Bank.

### 5 Blocking and Withdrawing the Card

#### 5.1 The Bank may block the card and arrange for it to be withdrawn (for example, at a cash machine) if

- the Bank is entitled to terminate the card agreement for good cause,
- such action is justified by objective grounds in connection with the card's security
- if there is any suspicion of any unauthorised or fraudulent use of the card.

The Bank shall inform the account holder of the blocking of the card and the relevant reasons for it, where possible, before the card is blocked and at the latest immediately thereafter. Bank shall unblock the card or replace it by a new card once the reasons for blocking the card no longer exist. It will also notify the account holder thereof immediately.

#### 5.2 Any amounts which may still be loaded on the GeldKarte at the time of the withdrawal will be refunded to the cardholder.

#### 5.3 If a TAN generator or signature function for e-banking is stored on the card, blocking the card will also entail access to e-banking being blocked.

#### 5.4 If the cardholder has an add-on application stored on a card, which has been withdrawn, the withdrawal of the card shall have the consequence that he can no longer use the add-on application. The cardholder can demand that the institution which issued the card return any merchant-generated add-on applications stored on the card at the time of the withdrawal once said institution has been provided with the card from the body which withdrew the card. The Bank is entitled to meet the claim for return of the merchant-generated add-on application by returning the card invalidated for payment transaction functions to the cardholder. The possibility of continuing to use a Bank-generated add-on application depends on the rules applicable to that add-on application.

### 6 The Cardholder's Duty of Care and to Cooperate

#### 6.1 Signature

If the card contains a signature field, the cardholder must sign the card in the signature field immediately following receipt.

## 6.2 Careful Safekeeping of the Card

The card must be kept with particular care in order to avoid it from becoming lost or fraudulently used. In particular it may not be left unattended in a vehicle as it can be fraudulently used (e.g. in the girocard system). In addition, any person in possession of the card can use up the amount loaded on the GeldKarte.

## 6.3 Keeping the personal identification number (PIN) secret

The cardholder must ensure that no other person discovers his personal identification number (PIN). The PIN may particularly not be noted on the card or otherwise kept together with the card This is because any person who knows the PIN and comes into possession of the card is able to affect withdrawals to the debit of the account stated on the card (for example, withdrawal of money at cash machines).

## 6.4 Duties to Inform and Notify

- 1) If the cardholder discovers that his card has been lost or stolen or that the card or PIN has been fraudulently used or otherwise used without authority, the Bank, and more particularly the branch where the account is held, must be notified without undue delay (Card-Blocking Notice). The cardholder may also any time request the Central Blocking Service (Zentraler Sperrannahmehdienst) to block his card. In that case the card can only be blocked if the name of the Bank – if possible with the bank sort code – and the account number are stated. The Central Blocking Service blocks all cards issued for the account concerned from further use at cash machines and automated points-of-sale/checkouts. To limit the block on the card which has been lost the cardholder must contact his Bank, if possible the branch where the account is held. The customer shall be notified separately of the contact details, to which a Card-Blocking Notice can be addressed. The customer must report any theft or fraudulent use to the police without undue delay.
- 2) If the cardholder suspects that a third party has come into possession of the card without authorisation or that the PIN or the card have been fraudulent used or otherwise used without authorisation, he must also give a Card-Blocking Notice without undue delay.
- 3) If a TAN generator or signature function for e-banking is stored on the card, blocking the card will also entail access to e-banking being blocked.
- 4) A merchant-generated add-on application can only be blocked in relation to the merchant who has stored the add-on application on the card's chip and is only possible if the merchant provides a possibility of blocking its add-on application. A Bank-generated add-on application can only be blocked in relation to the Bank and depends on the contract concluded with the Bank.
- 5) The account holder is under a duty to inform the Bank immediately after discovering any unauthorised or incorrectly executed card transaction.

## 7 Authorisation of Card Payments by the Cardholder

By using the card the cardholder approves the execution of the card payment (authorisation). If a PIN or signature are additionally required, authorisation is not given until they have been entered/signed respectively. Once the cardholder has authorised a card payment, he can no longer revoke it.

## 8 Card payments Declined by the Bank

The Bank shall be entitled to decline the card payment if

- the cardholder has failed to prove his identity by entering his PIN,
- the spending limit or the financial limit on use applicable to the card payment is not complied with, or
- the card is blocked.

The cardholder will be informed of this via the terminal at which the card is used.

## 9 Execution Period

The payment transaction is initiated by the payee. Once the Bank has received the payment order it shall be under an obligation to ensure that the card payment amount is received by the payee's payment service provider no later than at the time stated in the „List of Prices and Services“.

## 10 Charges

10.1 The charges the cardholder owes the Bank are set out in the Bank's "List of Prices and Services".

10.2 Amendments to charges shall be offered to the cardholder in text form no later than two months before their proposed date of entry into force. If the account holder has agreed an electronic method of communication with the Bank under the terms of the business relationship (for example e-banking) the amendments can also be offered by said method of communication. The account holder shall be deemed to have given his consent if he has not notified the Bank of his rejection before the proposed date for the amendment or addition to take effect. Wirecard shall particularly draw the his attention to this effect of consent in its offer.

10.3 If the customer is offered amendments to the charges he may also terminate the business relationship free of charge with immediate effect before the proposed date of entry into force of the amendments. The Bank shall particularly draw his attention to this right of termination in its offer.

10.4 As regards charges and changes thereto for payments of cardholders who are not consumers, the provisions of Clauses 12 (1) to (6) of the General Business Conditions of Banks („AGB-Banken“) shall continue to apply.

## 11 Notification of the Account Holder about the Card Payment Transaction

The Bank shall notify the cardholder of payment transactions made with the card in the manner agreed upon for providing account information at least once per month. The way and the frequency in which the required information is to be given to customers who are not consumers may be agreed separately. The Bank will not notify the account holder of the payees and individual payment transactions made using the GeldKarte. The payments effected with the GeldKarte can be tracked by the cardholder using a chip card reader.

## 12 Account Holder's Claims for a Refund and for Damages

### 12.1 Refund in the event of Unauthorised Card Transactions

In the event of an unauthorised card transaction, in the form of – a cash withdrawal at a cash machine,

- use of the card at automated points-of-sale/checkouts of retailers and service providers
- loading the GeldKarte, or
- use of the card for loading a prepaid mobile phone account

the Bank shall have no claim against the account holder for reimbursement of its expenses. The Bank shall be obliged to reimburse the account holder the sum in full and without undue delay. If the sum has been debited from his account, the Bank shall reimburse said account such that its balance is what it would have been without the unauthorised card transaction.

### 12.2 Reimbursement if an Authorised Card Transaction is Not Executed or is Executed Incorrectly

1) In the event of the non-execution or incorrect execution of an authorised card transaction in the form of

- a cash withdrawal at a cash machine,
- use of the card at automated points-of-sale/checkouts of retailers and service providers
- loading the GeldKarte, or
- use of the card for loading a prepaid mobile phone account

the account holder can require the Bank to promptly reimburse the transaction sum in full to the extent that the card transaction was not executed or was executed incorrectly. If the sum has been debited from his account, the Bank shall reimburse said account such that its balance is what it would have been without the non-executed or incorrectly executed card transaction.

2) In addition to sub-clause (1) the customer can require the Bank to reimburse those fees and interest to the extent that the customer has been charged them in connection with the non-execution or incorrect execution of the authorized card transaction or they have been debited from his account.

3) If the incorrect execution is because the card transaction was not received by the payee's payment service provider until after expiry of the respectively applicable execution period in

Number 11.9 (delay) the account holder's claims under sub-clauses (1) and (2) are excluded. If the customer has suffered damage due to the delay the Bank shall be liable in accordance with Clause 12.3.

- 4) If an authorised card transaction has not been executed or has been incorrectly executed the Bank shall, upon request by the cardholder, trace the card transaction and inform him of the result.

### 12.3 Account Holder's claims for Damages

In the event of an unauthorised card transaction or in the event that an authorised card transaction is not executed or is incorrectly executed the account holder can demand compensation from the Bank for any loss that is not already covered by Clauses 12.1 and 12.2. This shall not apply if the Bank is not responsible for the breach of duty. The Bank shall thereby be responsible for any fault on the part of an intermediary as though it were its own fault unless the main cause lies with an intermediary designated by the cardholder. If the account holder is not a consumer or the card is used outside Germany and in a country outside the European Economic Area (EEA) („Third Country“) or in a currency of a country outside the EEA („Payment in the Currency of a Third Country“), the Bank's liability for the fault of an agency involved in the settlement of the payment transaction shall be limited to the careful selection and instruction of such agency. If the cardholder contributed towards the incurrance of the loss by intentional or negligent conduct, the extent to which the Bank and the cardholder have to bear the loss shall be determined in accordance with the principles of contributory negligence. The liability under this sub-clause 2.3.1 is limited to EUR 12,500 per card transaction. This limitation of liability in terms of quantum shall not apply

- to unauthorised card transactions,
- in the event of intent or gross negligence on the part of Bank,
- to risks, which the Bank has specifically assumed, and
- to interest losses arising for the account holder, insofar as the cardholder is a consumer.

### 12.4 Exclusion of Liability and Objections

- 1) Claims against the Bank under Clauses 12.1 to 12.3 are excluded if the account holder has not informed the Bank within a period of 13 months following the date on which the debit entry resulting from the card transaction has been made that the card transaction was not authorised, not executed or incorrectly executed. The 13-month period shall only begin to run if the Bank has notified the account holder of the debit entry resulting from the card transaction in accordance with the agreed method of communicating account information no later than within one month following the debit entry; otherwise the period shall commence on the day of notification. The account holder may also assert claims under sub-clause 12.3 after the end of the period set out in sentence 1 if he was unable to meet the deadline through no fault of his own.
- 2) Claims of the account holder against the Bank are excluded if the circumstances giving rise to a claim
  - are due to an unusual and unforeseeable event outside the control of the Bank, and the consequences thereof could not have been avoided by it even if all due care had been exercised, or
  - were caused by the Bank due to a statutory obligation.

## 13 The Account Holder's Liability for Unauthorized Transactions

### 13.1 The Account Holder's Liability up until the Card-Blocking Notice

- 1) If the account holder loses his card or PIN, if the card or PIN are stolen or otherwise lost and if this leads to unauthorised card transactions in the form of
  - a cash withdrawal at a cash machine,
  - use of the card at automated points-of-sale/checkouts of retailers and service providers,
  - loading the GeldKarte,
  - use of the card for loading a prepaid mobile phone account
 the account holder is liable for any losses arising up to the time of the Card-Blocking Notice up to an amount of EUR 150 irrespective of whether the account holder is responsible for the card being lost, stolen or otherwise missing.
- 2) In the event that unauthorised card transactions are made prior

to the Card-Blocking Notice without the card or PIN being lost or stolen or otherwise missing, the account holder is liable for any losses arising as a result thereof up to an amount of EUR 150 if the cardholder has intentionally or negligently breached his obligation to safely store the card or PIN

- 3) If the account holder is not a consumer or if the card is used in a country outside of Germany and the European Economic Area (EEA) („Third Country“) or in the currency of a country which is not in the EEA („Payment in the Currency of a Third Country“) the account holder shall bear the damage under sub-clauses (1) and (2) incurred due to unauthorised card transactions even above a maximum sum of 150 euros if the card holder negligently breached the obligations incumbent on him under these Terms and Conditions. If the Bank contributed towards the incurrance of the damage because of a breach of its obligations, the Bank shall be liable for the damage incurred to the extent of the contributory negligence, for which it is responsible.
- 4) The account holder shall not be obliged to compensate for the damage under sub-clauses (1) to (3) if the cardholder was unable to give the Card-Blocking Notice because the Bank had not secured the possibility of receiving the card-blocking notification and the damage occurred as a result thereof.
- 5) In cases where unauthorised card transactions are made prior to the Card-Blocking Notice and the cardholder has intentionally or in grossly negligently breached his duties of care under these terms and conditions or has acted with fraudulent intent, the account holder shall be fully liable in respect of any losses incurred as a consequence thereof. There shall particularly be gross negligence on the part of the cardholder if
  - he has intentionally or negligently failed to notify the Bank or the Central Blocking Service (Zentraler Sperrannahmendienst) of the loss, theft or fraudulent use without undue delay,
  - the personal PIN was noted on the card or was kept together with the card (for example in the original letter by which the cardholder was notified thereof),
  - the personal PIN was communicated to another person and the fraudulent use was caused as a result thereof.
- 6) The liability for loss caused within the period for which the cash limit applies shall be limited in each case to the transaction limit applicable to the card.

### 13.2 The Account Holder's Liability following the Card-Blocking Notice

As soon as the loss or theft of the card, the fraudulent use or other unauthorised use of the card or PIN have been reported to the Bank or the Central Blocking Service, the Bank shall assume any losses incurred afterwards as a result of transactions in the form of

- a cash withdrawal at a cash machine,
- use of the card at automated points-of-sale/checkouts of retailers and service providers,
- loading the GeldKarte, and
- use of the card for loading a prepaid mobile phone account,

If the cardholder acts with fraudulent intent the account holder shall also bear the loss incurred after the Card-Blocking Notice.

### 13.3 The Account Holder's Liability for the Amount loaded on the Geld-Karte

It is not possible to block the GeldKarte for payments at automated points-of-sale/checkouts. In the event of loss, theft or fraudulent use or other unauthorised use of

the GeldKarte for payments at automated points-of-sale/checkouts, the Bank will not reimburse the amount loaded on the Geld-Karte because any person in possession of the card can use up the amount loaded on the GeldKarte without using the PIN.

## III Special Rules for Certain Types of Use

### 1 Cash Machine Service and Use at Automated Points-of-Sale/Checkouts of Retailers and Service Providers

#### 1.1 Transaction Limit of the Card

Transactions at cash machines, automated points-of-sale/checkouts and the loading of the GeldKarte may only be carried out within the transaction limit for the card. Every time the card is used

at automated teller machines and automated points-of-sale/checkouts a check is made as to whether the transaction limit of the card has already been exhausted by previous dispositions. Dispositions, which would exceed the transaction limit of the card, shall be refused irrespective of the current account balance and any credit that may have been granted on the account beforehand. The cardholder may use the transaction limit of the card only up to the credit balance on the account or any credit previously granted for the account. The cardholder can agree an amendment to the transaction limit of the card with the branch where the account is held for all cards issued on his account. An authorized person, who has received a card, can only agree a reduction for said card.

### 1.2 Incorrect Entry of the PIN

The card can no longer be used at ATMs or at automated points-of-sale/checkouts where the PIN must be entered in connection with use of the card if the personal PIN is entered incorrectly three times in succession. In that case the cardholder should contact his Bank, if possible the branch where the account is held.

### 1.3 The Bank's Payment Obligation; Complaints

The Bank has contractually undertaken towards the operators of automated teller machines and automated points-of-sale/checkouts to pay the operators the amounts that are disposed of by use of the card issued to the cardholder. Any complaints and other objections which the cardholder has arising out of the contractual relationship with the merchant, where a cashless payment was made at an automated point-of-sale, must be asserted against the merchant.

## 2 GeldKarte

### 2.1 Description of Service

Cards equipped with a chip can also be used as a GeldKarte. The cardholder can make cashless payments at GeldKarte Terminals in the retail and service provision sector.

### 2.2 Loading and Redeeming Unused Funds on the GeldKarte

The cardholder can load a credit onto his GeldKarte up to the maximum amount of EUR 200 at the loading terminals identified by the GeldKarte logo within the cash limit to him by his Bank (Section III Clause 1.1) by debiting the account stated on the card. Before the loading transaction, the cardholder must enter his PIN. The cardholder can also load his GeldKarte with cash as well as in conjunction with another card to the debit of the account, via which the transactions with said card are settled. Funds loaded, which the cardholder no longer wishes to dispose of by means of the GeldKarte, can only be redeemed at the Bank which issued the card. If the GeldKarte does not work the Bank that issued the card shall reimburse the cardholder the amount not spent. If the cardholder uses his card in order to load his GeldKarte or someone else's GeldKarte, the personal PIN must be entered at the loading terminal. It will no longer be possible to load the card once the PIN has been wrongly entered three times in succession. In that case the cardholder should contact his/her Bank, if possible the branch where the account is held.

### 2.3 Immediate Debiting of the Loaded Amount from the Account

If the cardholder uses his card in order to load his GeldKarte or someone else's GeldKarte, the amount loaded shall be debited from the account stated on the card.

### 2.4 Payment Transaction using the GeldKarte

When payment is made using the GeldKarte the PIN does not have to be entered. With every payment transaction the amount stored on the GeldKarte is reduced by the amount spent.

## 3 Loading Prepaid Mobile Phone Accounts

### 3.1 Description of Service

Using his card and the Personal Identification Number (PIN) the cardholder may load a prepaid mobile phone account of a mobile phone provider, with prepaid credit at cash machines to the debit of the account stated on the card and within the transaction limit granted to him by the bank (Section III. Clause 1.1). It is, however, a prerequisite that the cash machine chosen by the cardholder offers this function and that the mobile phone provider participates in the

system. In order to load a prepaid mobile phone account, the cardholder must first select the menu item on the display of the cash machine for loading the prepaid mobile phone account, then enter his mobile phone number and finally select a displayed amount. After the cardholder's Bank has authorised the load transaction, the prepaid mobile phone account with the mobile phone provider will be loaded. Under this system, the cardholder can load his own prepaid mobile phone account as well as that of a third party. If the Bank does not authorise the loading process, for example due to a lack of funds, a declination will be displayed.

### 3.2 Incorrect Entry of the PIN

The card can no longer be used at ATMs or at automated points-of-sale/checkouts if the personal PIN is entered incorrectly three times in succession. In that case the cardholder should contact his Bank, if possible the branch where the account is held.

### 3.3 The Bank's Payment Obligation; Complaints

The Bank is contractually obliged to pay load amounts for a prepaid mobile phone account, which were authorised when the cardholder used the card he was issued with. The obligation to pay is limited to the respective authorised amount. Any objections and other complaints of the cardholder arising out of the contractual relationship with the mobile phone provider, with whom the prepaid mobile phone is registered, must be asserted directly against said provider.

## IV Other Services offered by the Bank

### 1 Special Conditions

Cards equipped with a chip can also be used as a GeldKarte. The cardholder can make cashless payments at GeldKarte Terminals in the retail and service provision sector.

### 2 Agreement on the Types of Use

The Bank agrees with the cardholder which services he can use with the card.

## V Add-on Applications

### 1 Storing Add-on Applications on the Card

1.1 The cardholder may use the chip integrated into the card as a storage medium for a bank-generated add-on application (e.g. implementation of age restrictions) or as a storage medium for a merchant-generated add-on application (e.g. in the form of an electronic transport ticket).

1.2 A bank-generated add-on application shall be governed by the cardholder's legal relationship with the Bank. A merchant-generated add-on application may be used by the cardholder in accordance with the contract concluded with the merchant. It is the cardholder's decision whether he wishes to use his card for storing merchant-generated add-on applications. A merchant-generated add-on application is stored on the card at the merchant's terminal as agreed between the cardholder and the merchant. Financial institutions do not learn of the content of the data communicated at the merchant's terminal.

### 2 The Merchant's Responsibility for the Content of a Merchant-Generated Add-On Application

With the chip the bank which issued the card merely provides the technical platform which allows the cardholder to store merchant-generated add-on applications on the card. A service which the merchant renders the cardholder via the merchant-generated add-on application is governed exclusively by the terms and conditions of the contractual relationship between the cardholder and the merchant.

### 3 Complaint Processing in respect of Add-On Applications

3.1 The cardholder must assert any objections to do with the content of merchant-generated add-on applications solely against the merchant who stored the add-on application on the card. The merchant processes such objections on the basis of the data which it has stored. The cardholder may not hand the card over to the merchant for the purposes of processing any complaints.

3.2 The cardholder must assert any objections to do with the content of bank-generated add-on applications solely against the bank.

#### 4 No Entry of the PIN issued by the Bank to the Customer for Merchant-Generated Add-on Applications

When an merchant-generated add-on application is stored on the card, the content thereof is altered on the card or when it is used, the PIN issued to the cardholder by the bank, which issued the card, is not entered. If the merchant, who has stored the merchant-generated add-on application on the card, gives the cardholder the opportunity of securing access to the add-on application by means of a separate identification medium, which the cardholder can choose, the cardholder may not use the PIN provided to him by the bank, which issued the card, for use of the payment transaction applications, for the purposes of securing the merchant-generated add-on application.

#### 5 Possibility of Blocking Add-On Applications

A merchant-generated add-on application can only be blocked in relation to the merchant who has stored the add-on application on the card's chip and is only possible if the merchant provides a possibility of blocking its add-on application. A Bank-generated add-on applications can only be blocked in relation to the Bank and depends on the contract concluded with the Bank.

## VI Out-of-Court Dispute Resolution and Possibility of Filing Complaints

For cardholders there is the possibility of bringing a matter before the Ombudsman for Private Banks in order to resolve disputes. If the matter being complained about concerns a dispute that falls within the scope of the law governing payment services (Paragraphs 675c to 676c of the German Civil Code (Bürgerliches Gesetzbuch)), customers, who are not consumers, can also invoke the Ombudsman for Private Banks. The details are governed by the „Rules of Procedure for the Settlement of Customer Complaints in the German Banking Industry“ („Verfahrensordnung für die Schlichtung von Kundenbeschwerden im deutschen Bankgewerbe“), which will be provided upon request or can be downloaded from the Internet at [www.bankenverband.de](http://www.bankenverband.de). Complaints must be addressed in writing to the Customer Complaints Department of the Bundesverband deutscher Banken e.V., P.O. Box 04 03 07, 10062 Berlin. In addition the cardholder also has the possibility of complaining to the Bundesanstalt für Finanzdienstleistungsaufsicht [(German) Federal Financial Supervisory Authority], Grauerheindorfer Strasse 108, 53117 Bonn, Germany or Marie-Curie-Str. 24-28, 60439 Frankfurt, Germany or to the Europäische Zentralbank, Sonnemannstr. 20, 60439 Frankfurt, Germany at any time in writing, or verbally to be recorded there in writing, about breaches by the Bank of the German Act on the Supervision of Payment Services (Zahlungsdienstleistungsaufsichtsgesetz – ZAG), Paragraphs 675c to 676c German Civil Code (Bürgerliches Gesetzbuch, BGB) or Art. 248 Introductory Act to the German Civil Code (Einführungsgesetzes zum Bürgerlichen Gesetzbuch, EGBGB).