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Issuing credit institution

The provider of this payment service is Banco de Sabadell, S.A., with Tax Identification Number A-08000143 (hereinafter, the Bank) subject to the supervision of the Bank of Spain. The Bank of Spain's headquarters are located in Madrid, at c/Alcalá, 48, 28014 Madrid. Its website is www.bde.es. The Bank, whose registered offices are at Av. Óscar Esplá, 37, 03007 Alicante, is registered in the Mercantile Register of Alicante, page A-156980, and in the Special Administrative Register of the Bank of Spain under number 0081. Email address: info@bancsabadell.com.

Credit and debit card service agreements incorporate the following general terms and conditions laid down by the Bank.

1. Payment services framework contract.

These General Terms and Conditions form part of and apply to the respective credit or debit card agreements you enter into with the Bank.

In addition, depending on the card type, specific conditions are established to regulate the particularities of each card, which apply in preference to the general conditions.

The Cardholder Agreement, which contains the specific terms and conditions (cardholder data; interest; fees) together with these General Terms and Conditions, which are incorporated herein, constitute the Framework Agreement for the purposes of Royal Decree-Law 19/2018 of 23 November on payment services and other urgent measures in financial matters (hereinafter referred to indistinctly as RDI 19/2018 or Royal Decree-Law 19/2018), the provider of which is the Bank.

1.1. Legal persons.

For Legal persons, except for those which are micro-enterprises, the provisions agreed in general condition number 26 of these General Conditions "*Regime for persons who are not consumers or micro-enterprises*" shall apply, as a specific regime for the application of the rights and obligations set forth in Royal Decree-Law 19/2018 has been agreed, different to that applied to consumers or micro-enterprises as determined in the aforementioned general condition.

According to RDI 19/2018 it is understood that: "micro-enterprise" means both natural persons engaged in a trade or business and Legal persons which, on the date the payment service contract is underwritten, employ fewer than ten people and whose annual turnover or annual balance sheet total does not exceed EUR 2 million. "Consumer" is understood to be natural persons acting for purposes which are outside their economic activity, business or profession

For Legal persons and micro-enterprises, whether natural or legal persons, the provisions of Condition 27 of this document shall apply.

1.2. Unique identifier for payment operations.

A unique identifier must be used for the correct execution of card operations and the execution of a payment order with the card:

In the case of debit or credit cards, the unique identifier is the card number or PAN consisting of sixteen (16) digits.

As for the associated bank payment account, depending on the type of code that the payment operation requires, this will be:

- the Current Account Code ("CAC") consisting of twenty (20) digits

- the "IBAN" (International Bank Account Number) consisting of twenty-four (24) digits and
- the "BIC" (Bank International Code) for the Bank, consisting of eight (8) to eleven (11) digits.

2. Distinction between card contract holder and cardholder.

Who is the Applicant or card contract holder? This is the holder of a bank account or person authorised by him/her who signs the card agreement and designates this account for the payment of card settlements. These terms and conditions may refer to the Cardholder, the Applicant, the Contracting Party or the Customer.

Who is the Cardholder? Cards are personal and non-transferable and are always issued in the name of a natural person, the cardholder, who is the person in possession of the card and carries out operations with it. In general, this person is the same as the Contract Holder or Applicant, but you may also apply for a card to be issued in the name of another person as the Cardholder. The Cardholder (hereinafter referred to as the Cardholder) shall be held liable jointly and severally with the Applicant for the correct use of the Card in accordance with these conditions.

3. Use of the cards.

3.1. Purchase of goods and services.

The cards may be used for:

- Purchasing goods and services in establishments affiliated with the payment systems of the respective card (Visa, MasterCard, etc.).
- Obtaining cash at branches and ATMs of the institutions affiliated with these systems.
- Making, in the case of a credit card, any type of withdrawal from the card credit account or transfer to other credit card contracts.
- Operating in self-service terminals, motorway toll booths and other similar terminals or devices permitted by the Bank, as well as in electronic banking services, by telephone or any other channel or medium that the systems or the Bank allow at any given time, subject to the limits established therein.

Card operations may be carried out with the Bank's prior authorisation, where applicable, up to the limit in force at any given time and subject to payment of the fees of which the Cardholder has been informed in advance by means of the framework contract or when carrying out a operation. These operations shall be recorded in the designated payment account in the contract and in the manner provided for therein. The Applicant may change the payment account with the prior agreement of the Bank.

The cardholder may order operations in establishments, known as "Pre-authorisations", which constitute a down payment prior to the provision of a service or delivery of a good, which may involve the temporary freeze of the amount of the operation on the credit card, or the account in the case of debit operations.

3.2. Personal Identification Number (PIN).

The Bank provides you with a secret number (PIN) related to the card, which must be known and used exclusively by the Cardholder. This PIN number shall be given to the Cardholder in person at one of the Bank's network branches, or in the manner established by the Bank at any given time.

The PIN can be changed at ATMs where this option is available or through the channels authorised by the Bank at any given time. The Cardholder shall not choose a number related to his/her personal data or any other combination that could be easily predictable by third parties (numbers that are part of their date of birth, telephone number, identity card number, series of consecutive numbers, repetitions of the same digit, etc.).

The secret number provided by the Bank or modified by the Cardholder must not be written on the card, or on any document or object kept or carried with the card or accessible to third parties.

This PIN must not be entered in a visible manner in the presence of third parties, nor must it be conveyed to them, even if the card is being retained in an ATM or the ATM does not appear to respond after the card is inserted. The Cardholder should also refrain from using the card at any ATM or devices that may appear to have been tampered with or altered (in poor condition or compromised, or with objects or devices attached to them).

The Cardholder may also use this PIN code to identify himself/herself, validate or contract services, or carry out operations other than those set out in the card contract that are technologically feasible and accepted by the Bank at any given time. This would include, for example, contracting other services with the Bank through ATMs or the Bank's remote banking system. The use by the Cardholder of the PIN code or the card entails his/her acceptance of such functions or contracts by the Cardholder.

3.3. Use of the card via the Internet or other channels.

The Bank provides the Cardholder with card security systems for the use of the card as a means of payment via the Internet. The Bank may not permit the use of cards via the Internet, or equivalent channels requiring similar security measures, where such cards have not been properly secured.

The Cardholder may operate, for the same purposes as operations carried out with his/her card, through Digital Wallets (such as Sabadell Wallet) in which the Cardholder has incorporated the card details in a mobile phone application and NFC connection for use at point-of-sale terminals (POS) as a means of payment.

The conditions applicable to operations using the card through the Sabadell Wallet NFC mobile payment system will be the same as operations carried out using the card by any of the available mechanisms. Cardholders will have the same operating limits and other conditions as those stipulated in their card contract. The use of the NFC mobile payment system card is always linked to the existence of a card; if the card is cancelled, the NFC operation is also cancelled.

3.4. Operating limits.

Cards may be issued with or without physical media, in accordance with the terms of the contract, with operational profiles that limit their use in certain countries or their use for purchases at merchants via the Internet. The Cardholder may request to modify his/her profile through the remote banking service, any branch and other channels that the Bank has in place at any given time. The Bank may change the operational profile of the cards as a security measure, for reasons of solvency or fraud prevention, by notifying the Cardholder of such change.

3.5. Contactless technology.

When the card allows the Cardholder to operate with contactless technology, at ATMs, POS terminals and other devices of a similar nature with such technology that are accepted by the Bank, it will not be necessary to insert the card in the POS or device, nor to use the PIN, the Cardholder's handwritten signature or any other identification system, in operations below the established limit (currently €50 in Spain) and under the conditions in force at any given time.

It is very important to pay attention to security alerts made available to the card which are sent via mobile phone in order to detect the possible use of the card by third parties, in case of theft or misappropriation.

3.6. Validation of operations.

Establishments may require validation of operations by PIN, signature or any other identification system that may be envisaged in the future. This will not be necessary when operations are carried out using contactless technology in those operations below the limit established at any given time.

4. Expiry, renewal and issuance of new cards

The cards will have a limited period of validity (expiry) stamped on them, provided that it has not lost its validity in accordance with the general condition regarding the cancellation of the service.

The Bank may periodically renew the card by delivering a new card to the address of the payment account, and renewals or extensions of expired or lost cards.

The Bank may also send the Applicant/Card Holder the cards provided as services or bundled with accounts or other products that they contract with the Bank. In any case, these cards must be activated by the Cardholder in order to be valid and operational.

5. Fees and expenses.

The Bank shall charge the periodic fee for the card issuance and maintenance service as stipulated in the specific terms and conditions of the respective contract. If no instructions to the contrary are given by the Cardholder or Applicant at least 45 days prior to the expiry date of the cards, the cards will be renewed and the corresponding maintenance fee will be charged.

The Bank may also charge the amount of the fee indicated in the specific conditions of the contract:

- For printing a photograph, image or the logo of the cardholder company when the card is issued or renewed.
- For the debit or credit cash withdrawal service using the card at branches or ATMs of the institutions affiliated to the system corresponding to the card.
- For each card replacement for reasons attributable to the cardholder.
- For each purchase made in shops in a non-euro currency.
- For each balance and operation enquiry made at ATMs of other banks.

The Bank may also charge:

- The expenses associated with the preparation, processing and implementation of the personalised claim for unsettled payments derived from overdue and unpaid settlements through the telephone management channel (internal by the Bank or external) for the amount determined in the specific conditions of the contract. Said compensation shall be in accordance with the costs actually borne and, in the case of natural persons, shall only be collected in the event of arrears in the settlement of an instalment for a period equal to or greater than three (3) working days.

The minimum threshold for exemption on the collection of expenses is set at 29 euros as the amount of the unpaid settlement that is the subject of the claim. The collection of the expense for the same unpaid settlement may not be repeated by the Bank, not even when, in the case of non-payment over time, this is prolonged in successive claims. Therefore, the charges shall be collected only once for each unsettled payment subject to claim management and will not be repeated due to the claim of the same payment, nor shall this past-due position be penalised by the provision of other adjacent charges. Communications shall respect the Holder's privacy in all cases, in accordance with the duties of information and shall not be excessive.

- Fees for the provision of additional information or that are made more frequently than established, or by means other than those agreed in this contract, provided that the information is provided at the Requester's request.
- The costs of recovering funds in respect of payment operations defectively executed in accordance with the unique card identifier provided by the Applicant or the Cardholder.
- Cards with a security chip may incorporate, through the chip, services, programmes or functionalities with their own user conditions and fees.

For credit cards, the Bank may also charge the fee stipulated in the specific terms and conditions of the contract:

- Management fee for payment in instalments or credit card bill financing orders.
- For post-expiration maintenance of pre-payment cards, provided that there is a balance remaining on the card.
- For the partial or total early cancellation of the outstanding balance, in the event of deferred payment of the monthly settlement or payment in instalments for a operation.

All these fees and corresponding minimum amounts are set out in the specific conditions of the contract. The Bank may also charge any other fees that are described in the specific contract conditions or if it communicates the new conditions and their date of application to the Applicant, in accordance with the procedure for the modification of fees provided for in the contract.

Depending on the applicable regulatory requirement, merchants may require the payment of an additional fee or offer a discount for the use of a card that is linked to a specific payment system. This additional payment or discount does not relate to the product contracted or service provided by the Bank, and is therefore unrelated as such.

6. Card limits.

6.1. For credit cards:

The awarding of the credit card service entails the granting of a credit line to the applicant by the Bank. Said credit has a fixed limit which is granted to a "credit account" whose numbering is indicated in the Card Contract section. This credit limit is common to all the cards assigned to an account regardless of the number of cards assigned to it. The credit limit is monthly and assigned initially to the credit account specified in the specific conditions of the contract.

In addition, a "monthly authorised limit", which allows the use of the cards above the credit limit, can be assigned and is also included in the specific terms and conditions of the contract. This limit allows the card to be serviced for an amount exceeding the credit limit up to this additional authorised amount, but with the difference that it is not available for credit but will be immediately debited from the payment bank account.

6.2. For debit cards:

The debit card contract has a daily cash withdrawal limit, and daily and monthly purchase limits. The limits initially agreed are set out in the specific conditions of the contract.

The Cardholder and Applicant undertake not to carry out operations with the card without a sufficient balance on the payment account to cover them. In any case, if an overdrawn operation is carried out, the amount must be covered in the account, and the interest and fees established for overdrafts must be paid, which accrue from the date of the overdraft until the date of its effective clearance.

7. Cardholder Obligations.

The Cardholder must enter their PIN in the terminals that request it, which serves as identification and acceptance of the operation carried out.

The Bank may take any security measures it deems appropriate in order to prevent any usurpation, fraud or misuse of the card. In this regard, if required to do so by the establishment, the Cardholder must show an official document that can verify his/her identity and coincides with the data on the card when making a transaction, as well as facilitate its annotation and registration by the establishment in accordance with the requirements for the collection and recording of personal data legally established at any given time.

8. Applicant's Obligations.

The Applicant undertakes to reimburse the Bank, together with the other Account Holders, if there are more than one, for the amounts of the operations carried out both with his/her card and with the service authorisation cards.

- **For credit cards:**

The amounts due in each settlement shall be debited from the payment account on the last working day of the month. This settlement shall include the operations made by the Cardholder and received by the Bank before the 26th day of each month or previous working day in accordance with the details of operations provided by the Bank, unless otherwise indicated in the General Conditions of the card listed in the point "Specific conditions according to the type of card" of this document. In this case, the specific conditions shall take precedence.

- **For debit cards:**

The amounts in respect of the operations carried out shall be debited from the payment account at the time the payment order or instruction is received, where such receipt is deemed to take place from the time the operation is requested or communicated by the purchasing or cash withdrawal entity or establishment to the Bank for authorisation.

Purchase operations made with BS Mastercard debit cards will be debited after their settlement, three calendar days after the date of each operation.

9. Payment methods for credit cards.

The Applicant may request the Bank at any time, subject to prior authorisation, to settle the amounts due in any of the following options:

- a) Payment of the debt in full.
- b) Revolving deferred payment with a monthly percentage of the amounts drawn down with the option of choosing the percentage of the principal amount drawn to be paid on a monthly basis. The amount to be repaid on a monthly basis may not be lower than the minimum amount of 30 euros or 3% of the total amount drawn, whichever is the greater. The Bank may amend these limits.
- c) Revolving deferred payment with a fixed monthly amount: with the option of choosing the percentage of the principal amount drawn to be paid on a monthly basis. The amount to be repaid on a monthly basis may not be lower than the minimum amount of 30 euros or 3% of the total amount drawn, whichever is the greater. The Bank may amend these limits.
- d) To pay for the purchase of goods or services in instalments of 3, 6, 9, 12, 18 or 24 months, or in any other instalments as may be established at any given time, by requesting this expressly from the Bank. In this case, only the instalment corresponding to each payment period will be subject to monthly settlement, together with the respective interest calculated at the rate appearing in the specific conditions of the card contract or at the interest rate that is given to the Cardholder at the time the instalment is requested. The respective instalment included in a settlement may not in turn be subject to a revolving deferred payment.

Notwithstanding the above, the particular conditions of the card contract may establish payment options other than those indicated above, which shall take precedence.

For cards issued solely on accounts held by Legal persons and, in general, cards designed solely for corporate services, the Bank reserves the right not to accept deferred and/or instalment payments.

10. Payment default.

If the Applicant does not have a sufficient balance in the payment account at the time the card is to be debited, the Bank may refrain from debiting the account, leaving the settlement pending and claim the amount of the settlement.

The Bank may also transfer and debit the amount arising from the settlement of operations that are wholly or partially unpaid to a special account opened for this purpose.

The amounts credited pending settlement or, where applicable, the balance resulting from the transfer of such amounts to a special account shall bear daily interest in favour of the Bank at a default interest rate. This default interest rate is the result of adding 0.16 points to the nominal monthly interest rate indicated in the specific conditions of the respective contract.

In the case of cards issued on an account held by Legal persons and, in general, cards intended solely for corporate services, the interest rate applied is the result of adding 0.3 points to the nominal monthly interest rate stipulated in the specific contract conditions.

Under no circumstances may the applicable default interest rate exceed the current legal limits established by law or the courts, and the settlement interest rate shall therefore be adjusted in accordance with these limits.

The application of the amounts charged for the payment of the amounts due by virtue of using the card will be made in the following order: interest on arrears, fees for the claims for unsettled payments, ordinary interest, bank charges, expenses, the balance of the special account and the amount of the operations performed.

11. Responsibilities of the Cardholder and/or Applicant.

Card operations shall be debited or credited, as appropriate, to the linked payment accounts, which may also be debited with any fees, interest and charges incurred in connection with such operations.

The Cardholder and Applicant are responsible for the safekeeping of the card and, jointly and severally, for the consequences of its use, which must be strictly personal.

The Cardholder and the Applicant may not revoke an order given by means of the card.

In the event of loss, theft or falsification, users must personally inform the Bank of the above without any undue delay at any branch or by calling the 24-hour phone numbers that appear in the specific conditions of the card contract. These telephone numbers are also indicated on the card settlement document (for credit cards) as well as on the Bank's website, where the permanent customer service telephone numbers are listed, in the "Cards">"Security">Card protection" section.

Cardholders can also manage the blocking of their cards through their Remote Banking service.

The liability of the Cardholders for losses arising from unauthorised payment operations resulting from the use of a lost, stolen or misappropriated payment instrument by a third party shall be limited to EUR 50 provided that the contracting party has not acted fraudulently or failed, intentionally or through gross negligence, to safeguard the payment instrument and his/her security credentials and to notify the Bank without delay. In the event of fraud or failure to comply with the obligations indicated, the maximum amount of 50 euros referred to in this section shall not apply, and the liability shall be unlimited.

The Applicant and the Cardholder shall not be liable to bear any such losses if the loss, theft or misappropriation of the card prior to a payment cannot be detected by the Applicant or Cardholder, except in the case of fraudulent behaviour or if the loss is due to the action or inaction of employees or any agent, branch or entity of a payment service provider to which the Applicant or Cardholder has outsourced activities.

The Cardholder and the Applicant are obliged to provide the Bank with the documentation required in the event of loss, theft or robbery of the card. The Bank may request that the theft or misappropriation of the card be reported to the competent authorities. If no report has been made, they are obliged to make a report if the Bank so requests.

12. Applicable interest and early repayment on credit cards.

• 12.1 Revolving interest.

The deferred amounts of the settlements shall accrue, in favour of the Bank, the nominal monthly deferral interest specified in the specific conditions of the contract.

Interest shall be calculated by applying the nominal monthly interest rate to each amount in respect of the days actually elapsed and shall be paid on the last day of each month.

The formula for calculating interest for the monthly nominal interest rate is:

$$\frac{C \times T \times (R \times 12)}{(D \times 100)}$$

Where:

C = each of the amounts subject to interest calculation,

T = the number of days elapsed in the month

R = the nominal monthly interest rate applicable, as provided for in the specific conditions of the contract.

D = the number of calendar days in the current year

For an operation carried out in 2021 for €1,000 deferred on 13 January and with a nominal monthly interest rate of 1.50%, the calculation would be as follows: $1,000 \times 18 \times (1.5 \times 12) / (365 \times 100) = €8.88$ monthly interest.

Such interest shall be settled and payable monthly together with the other amounts due.

• 12.2 Interest on operations.

Interest shall only accrue from the operation date in the immediately subsequent periodic settlement if, by virtue of the applicable payment method, the credit account balance is not settled in full on that date, applying the nominal interest rate specified in the specific conditions of the contract and calculated as set out in Section 12.1.

• 12.3 Interest on cash withdrawals on credit.

Cash withdrawals on credit using the card at branches and/or ATMs shall accrue interest from the date on which the operation is carried out, regardless of the payment method, applying the nominal monthly interest rate specified in the specific conditions of the contract and calculated as set out in section 12.1.

• 12.4 operations abroad.

Operations carried out using the cards abroad, understood as a country other than the country in which the contract was signed, are subject to the rules, provisions and limitations established by current law at any given time. The exchange rates, fees and expenses set by each clearing centre of the systems or brands to which the card belongs shall be applied to these operations and be payable by the Applicant.

• 12.5 Change in the borrowing rate and total cost of the credit.

The procedure for making changes to the interest rate and possible surcharges and/or fees shall be in accordance with the procedure for modifying the contractual conditions set out in General Condition 21 "Modification of contractual conditions".

13. Service Cancellation and card blocking

The contract for using the card service is of indefinite duration. However, the Applicant or the Bank may terminate the contract at any moment during its term, provided that notice is sent to the other party, without the need for a minimum period of notice if the termination is performed by the Applicant upon the return of the card. In the event of the termination of the contract by the Bank, it shall provide two months' notice prior to the date on which the termination is to take effect.

The Bank may also temporarily or partially suspend the use of the card by blocking its functions via computer or definitively cancel the contract and the consequent right to use the card, at any time during its validity, in the following cases:

- When the Applicant and/or any of the Cardholders, upon request, do not provide the Bank with the necessary documentation to assess their solvency and their legal situation.
- For objectively justified reasons related to the security of said payment instrument.
- Due to suspicion of unauthorised or fraudulent use.
- If, as a result of its use, there is a significant increase in the risk of the Applicant and, as appropriate, the Cardholder being unable to meet their payment obligation.
- Due to non-compliance with the payment obligations contracted by the Cardholder or Applicant vis-à-vis the Bank or third parties.
- In the event of an administrative or legal claim against the Cardholder or Applicant.
- If the Cardholder or Applicant appears in a file belonging to a solvency or credit information service provider, in which cases and unless the Bank grants its consent otherwise, the credit or drawdown limit granted under the contract shall be automatically cancelled in all cases.
- In addition, if the Cardholder or Applicant has been declared bankrupt, the part of the credit limit that has not been used until that time shall be unavailable and the limit shall be reduced by said amount.
- The Cardholder shall also lose the right to use the Bank's credit card:
 - a) If, once it has expired, the Bank decides not to renew it.
 - b) In the event of breach of contract.

The Bank shall inform the Applicant or Cardholder of the blocking of the card or the suspension or cancellation of the service and the reasons for the above by means of a message sent in the form of the correspondence established in the specific conditions of the contract and, if possible, before or immediately after the blocking measure is taken, unless the disclosure of said information is compromised for objectively justified security reasons or prohibited by other relevant provisions of the national or EU law.

In all cases of loss of the right to use the card established in the contract, the Cardholder is obliged to return it to the Bank, which may use any technical or manual means to recover it, including retention by the participating establishments, and all the amounts drawn down, including those that are deferred, as well as the interest and fees accrued until that time, shall be due and payable. The above is without prejudice to the fact that, in the event of any outstanding operations, the Bank shall be entitled to claim them.

14. Correspondence.

The Bank shall send all correspondence arising from the card contract to the address or in the form of receipt of the correspondence established at any given time in the payment account held with the Bank. All operations made with the card are communicated by the Bank through the operation details so that the cardholder may inform the Bank of any possible disagreement or ask for clarification on any operation.

In the event that the payment account belongs to another credit institution the correspondence shall be sent to the address indicated in the specific conditions of the contract or the address confirmed at the moment of the activation of the card.

15. Responsibility of the Bank.

With regard to operations made with the card for debit or credit cash withdrawals at ATMs or other terminals, the Bank shall be liable for the incorrect or unauthorised execution of an operation, even when the operation is executed through a device, terminal or equipment that is not under its direct or exclusive control, unless such device, terminal or equipment is not authorised by the Bank.

In any event, the liability shall be limited to the amount of the incorrectly executed or unauthorised operation and provided that the Cardholder has not acted negligently or fraudulently. The Bank undertakes to keep an internal record of the operations carried out by the Cardholder in order to correct any errors that may occur.

16. Additional benefits, coverage or advantages.

The cards may incorporate a series of benefits, insurance coverage or additional advantages during their validity, at no cost to the Applicant or Cardholder, which will be governed by the conditions established by the Bank at any given time with the corresponding service companies or insurance companies, an extract of which is provided to the Cardholder for information purposes.

Cards with an electronic chip may have the capacity to incorporate third-party applications, such as authentication certificates, digital signatures or other applications, hereinafter referred to as "application containers", which the Bank may make available to the Card Applicant or Cardholder. The Applicant and Holder shall be responsible for the use of the "application container" as well as for the consequences that may arise for third-party services hosted on the chip.

These additional services are subject to any agreements or policies entered into between the Bank and the service providers currently in force. The aforementioned services or coverage may be modified, suspended or cancelled by the Bank unilaterally, which shall be communicated to the Cardholders for information purposes.

17. Right of withdrawal.

The Bank informs the holder that when proceeding to contract a credit card as a consumer, in accordance with current law, there is a non-extendable period of FOURTEEN (14) calendar DAYS from the signing of the contract (card activation date) to withdraw from it, or if later, on the date on which the contractual conditions and the mandatory information is received as per the Consumer Credit Contracts Act, without the need to state the reasons and without penalty.

In the event that the right of withdrawal is exercised, the Bank must be notified within the period indicated by contacting the Bank at its registered office, or at any of its corporate centres or branches, by any means that permits the verification that said notification was made, or via the remote channels that the Bank has established for this purpose.

Furthermore, the entire amount of the sums drawn through the card must be reimbursed as soon as possible, and in any case within a maximum period of THIRTY (30) calendar DAYS from the notification of the withdrawal, plus the amount of the interest effectively accrued at the debit rate agreed in the contract. In any case, the Bank may offset the non-reimbursable costs paid to the Public Administration.

If this period of 30 calendar days has elapsed and all the repayments in favour of the Bank have not been made, the obligation of said repayment shall be considered breached and the default interest rate agreed in the corresponding clause in this contract shall accrue daily, with the Bank reserving the right to take the appropriate legal action.

The cancellation of this contract shall give rise to the simultaneous cancellation of the applicable insurance contract or related services which have been contracted.

18. Early repayment.

In the event that the credit card Applicant is considered a consumer, he/she may cancel the amounts due, in whole or in part, in advance and at any time, and any other obligations arising from the contract.

In such case, he/she shall be entitled to a reduction in the total cost of the credit including interest and costs for the remaining duration of the contract. Provided that the early repayment occurs within a period in which the borrowing rate is fixed, the Bank shall be entitled to charge compensation of 1% of the amount of the early repaid credit, if the remaining period between the early repayment and the agreed termination exceeds one year. If the period does not exceed one year, the compensation to which the Bank shall be entitled shall be 0,5 % of the amount of the credit repaid in advance. This without prejudice the right to further compensation in the cases provided for in the Consumer Credit Contracts Act.

An example of early repayment is provided below for information purposes:

If an operation is settled over 24 months and in month 6 it is decided the remaining amount shall be repaid all at once. The Bank shall be entitled to apply a compensation of 1% on the amount repaid as the remaining settlement period was longer than 1 year.

19. Branch network.

The Cardholders may use the branch network of the Bank and other banks of the Banco Sabadell Group to carry out the consultations and operations that are available at any time, subject to the limitations that may be established.

There are branches where the cash desk or other services are provided exclusively through ATMs and other branches where they are provided on a personalised basis. The addresses of the Bank's branch network and the type of services available at each branch and its opening hours may be consulted at any time using the branch finder at www.bancosabadell.com.

20. Retention of communications and operations

Cardholders expressly and irrevocably authorise the Bank to save and file documents, record conversations and/or record all manner of communications, computer operations, and any other type of operation carried out in connection with the activation or use of the Card. Such files, records and recordings may be used as evidence in any proceedings in or out of court.

The parties may also request copies or written transcripts of recorded conversations or communications. The delivery of the transcript by the Bank shall be subject to the payment by the Cardholders of the reporting fee set out in the fee schedule and valuation rules in force at any given time, or such fee as may replace it in the future.

21. Modifications of contractual conditions.

These General Terms and Conditions have an indefinite duration. However, in accordance with legal provisions and Royal Decree-Law 19/2018, it is expressly agreed that the Bank may amend the General Contractual Conditions and the particular and/or specific conditions of the respective contracts, but it shall provide notice of any proposed amendment in an individualised manner, on paper or in any other durable medium, no fewer than two months before the date on which the amendment is set to take effect.

The Cardholders accept that individualised communications of the new conditions may be made by the means and in the manner set out in condition 14 "Communications" of this document.

It is expressly agreed that the amendments will be deemed to have been accepted by the Cardholders if they do not inform the Bank of their disagreement or non-acceptance before the date proposed for their entry into force. Cardholders shall have the right to terminate the contract, free of charge for the termination, with effect from any moment prior to the date on

which the amendment would have been applied, without prejudice to the provisions of articles 32.2 and 32.3 of the above-mentioned Royal Decree-Law 19/2018.

In the case of Cardholders who are Legal persons other than micro-enterprises, the prior notice period provided for in General Condition 26 of this document shall apply.

Changes to the interest rates or exchange rates based on agreed reference rates may be immediately applied by the Bank without any prior notice, as well as any amendments that are more favourable to or that benefit the Cardholders. The Cardholders have available the information relating to interest rates or benchmark exchange rates, continuously published in the "BS Markets" section, sub-section "Interest rates" or "currencies/heading closing rates".

Without prejudice the foregoing, should any of the Cardholders be a consumer, the Bank may also, in accordance with the regulations currently in force, unilaterally amend the terms and conditions of the financial services contract in any of the following cases:

- a. Where the change affects the amount of expenditure related to financial services or
- b. Where the financial services contract is of indefinite duration

And it meets one of the following valid conditions

- (i) a change in regulation, case law or administrative or supervisory criteria;
- (ii) an increase in the costs of providing the service or affecting the aspect to be amended;
- (iii) a change in the economic or market situation leading to higher costs or lower profitability;
- (iv) any objective or supervening circumstances that so justify it.

In any event, the Bank shall immediately inform the consumer of the change at least two months before the change comes into force. Consumers shall have the right to terminate the contract without penalty.

22. Risk Information Centre (CIR per its initials in Spanish).

The Bank is legally bound to declare to the Bank of Spain's Risk Information Centre the data required to identify the natural or legal persons with whom it maintains, directly or indirectly, credit risks, as well as the characteristics of said persons and risks, including, in particular, those that affect the amount and recoverability thereof.

This obligation extends to the risks maintained through instrumental entities integrated into the Bank's consolidated groups and those that have been assigned to third parties, with the Bank retaining the management thereof.

Institutions reporting to the CIR and real estate credit intermediaries are entitled to obtain reports on the risks of natural or legal persons, including public administration agencies, which are registered in the CIR, provided that such persons meet one of the following conditions:

- a) Holds any type of risk with the institution.
- b) Having applied to the institution for a loan or any other risk operation.
- c) Being listed as obligors or guarantors on exchange or credit documents whose acquisition or negotiation has been requested from the institution

The Holders of the risk declared to the CIR may exercise their rights of access, rectification and erasure in accordance with the legally stipulated terms by contacting the Bank of Spain.

23. Basic information on personal data protection.

Data Controller: Banco de Sabadell, S.A., with its registered offices at: Avenida Óscar Esplá, 37, 03007 Alicante. Contact details of the Data Protection Officer: DataProtectionOfficer@bancsabadell.com.

Purposes and legitimate interest: the principal purpose is the management and performance of the contract and operations based on its legitimacy derived from the contract. For other purposes, please read the following section on additional information.

Recipients: no data shall be transferred to third parties unless there is a legal precedent to do so or in the event that the Cardholder has granted his/her consent under a specific agreement established with the Bank.

Origin of the data: data on fulfilment of or default on monetary obligations from Common Credit Information Systems and, similarly, in the event that they have been authorised by the Cardholder, data held by entities of the Banco Sabadell Group or third-party entities and the General Treasury of the Social Security.

Data processing for consulting common credit information systems: to be able to enter into a contract, the signatory(ies) is/are informed of the Bank's right to consult the common credit information systems to the extent necessary to assess their solvency. Accordingly, the Bank may process, where appropriate, data obtained from reporting institutions regarding their financial solvency or creditworthiness. All of the foregoing in compliance with the legal obligations set forth in Article 20 of Organic Law 3/2018 and/or any regulations that amend, replace or complement it.

Data processing in the event of default on monetary obligations: it is hereby informed that, in the event of the non-payment of the monetary obligations resulting from this Contract, the data relating to the non-payment may be disclosed to common credit information Systems for inclusion in the files in which this entity participates (ASNEF, BADEXCUG, CIRBE, RAI) relating to fulfilment or non-fulfilment of monetary obligations. In the case of natural persons, the requirements set out in article 20 of Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights must be met for this purpose. The "Schedule - Detailed information on personal data protection" lists the Credit Information Systems in which the Bank participates at any time.

Rights: the data subject may write to the Bank's Data Protection Rights Unit via its registered offices or branches or via the following email address: Ejercicioderechosprotecdatos@bancsabadell.com, to exercise the rights of access, rectification, objection, erasure, restriction and portability and to exercise the right to object to automated individual decisions that may significantly affect you or entail legal effects, in accordance with Article 22 of EU Regulation 2016/679. The data subject may also, if they believe it is necessary, contact the Spanish Data Protection Agency (www.agpd.es) in order to safeguard their rights.

Additional information: Further information may be found in the Schedule published on the bank's website (www.bancsabadell.com), in the "Information for customers" section "Detailed information on personal data protection" section or at any of the Bank's offices.

Data processing in remote account access and in the initiation of electronic payment operations. Please be informed that the Bank, in accordance with the provisions of Royal Decree-Law 19/2018 of 23 November on Payment Services and other urgent measures in financial matters in transposition into national law of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, among other provisions implemented by Commission Delegated Regulation (EU) 2018/389 of 27 November 2017, shall have operation monitoring mechanisms in place to detect unauthorised or fraudulent payment operations for the purpose of applying the enhanced customer authentication procedure when the payer accesses his/her online payment account, initiates an electronic payment operation or performs through a remote channel any action that may entail a risk of payment fraud

or other abuse or aim to waive the application of stricter customer authentication security requirements, under certain limited conditions and based on the level of risk, the amount of the operation, the frequency with which it is repeated, and the payment channel used for the execution of that operation.

Such mechanisms shall be based on the analysis of payment operations, taking into account the elements that characterise the Payment Service User as per a normal use of personalised security credentials whereby, in the context of accessing one's account, the initiation of electronic payment operations, or any action performed through a remote channel that may involve a risk of payment fraud or other abuses, the Bank may collect information relating to connection data and IP address, user device information, email address, mobile phone, browsing data and any other data accessible by virtue of the online connection and channel.

24. Applicable law and jurisdiction

The contracts for the products and services which make up these General Conditions shall be governed by Spanish legislation, to which the contracting parties expressly submit. In the event of any disputes and claims that may arise from its fulfilment or performance, the parties submit to the competence and jurisdiction of the Spanish courts. In the case of consumers and users, the corresponding competence and jurisdiction shall apply, in accordance with the applicable regulatory requirements at any given time.

25. Customer service, claims and conflict resolution procedure

In the event that the Cardholders wish to contact the Bank to resolve any query or incident, he/she can do so via the contact channels provided on the Bank's website. Cardholders can currently do so by calling **963 085 000** for domestic calls and **+34 935 202 910** for calls from abroad or by writing an email to info@bancsabadell.com. Consumers and users have access to a free phone number (**900 700 010**) for queries related to their Contract.

If Cardholders wish to make a complaint or claim, they can contact the Bank's SAC (Customer Care Service) at its branches or at its email address (SAC@bancsabadell.com). The use of said electronic means must comply with the provisions of Regulation (EU) No. 910/2014 of 23 July 2014 on electronic identification and trust services or with any subsequent regulations that may replace or implement it, and you should therefore raise your complaint in accordance with the provisions of the Regulations for the protection of customers and financial users of Banco Sabadell, which are available to you through the branches and the following Internet address: www.bancosabadell.com.

Cardholders may, in accordance with the provisions of the above-mentioned Regulations, submit any potential claims to the Bank's Customer Ombudsman.

Complaints and claims expressly resolved by the SAC or Ombudsman, as well as those that are regarded as rejected (which are not ended by means of an express termination, except in cases of acceptance, withdrawal, settlement or expiry of the claim), may be re-submitted to the claims services of the Bank of Spain, the National Securities Market Commission or the General Directorate of Insurance and Pension Funds, in accordance with the provisions of Law 44/2002 on Financial System Reform Measures, as well as its implementing regulations, or any which replace them. Claims submitted by users of the payment service in relation to the rights and obligations set out in titles II and III of Royal Decree-Law 19/2018 of 23 November shall be resolved in accordance with the deadlines and in the manner provided in said Royal Decree-Law.

Consumer disputes in the financial sector shall be resolved by means of the alternative dispute resolution entity for the area of this activity, the creation of which is provided for in the first supplementary provision of Law 7/2017 of 2 November, incorporating Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution in consumer matters, into Spanish legislation. Until the body described in said Law 7/2017 is created, the claims services regulated in article 30 of Law 44/2002 of 22 November on financial system reform measures shall adapt their operations and procedure to the latter's provisions.

The Bank is not a member of the consumer arbitration board.

26. Regime for Legal persons other than micro-enterprises.

In the event that the Applicants are Legal persons that do not have the status of consumers or micro-enterprises, it is expressly agreed that the articles of Royal Decree-Law 19/2018 and the correlative precepts of the regulation by virtue of which said Royal Decree-Law is validated in the future relating to the following titles will not be applicable, nor the implementing provisions contained in Order ECE/1263/2019 of 26 December, on transparency of the conditions and information requirements applicable to payment services.

The precepts of Royal Decree-Law 19/2018 that will not apply to the non-consumer Applicants indicated are:

- I) All the articles set out in Title II of Royal Decree-Law 19/2018 on "Transparency of the conditions and information requirements applicable to payment services and the termination and amendment of the framework contract", as well as its implementing provisions.

The following shall apply to the powers of termination or amendment of the terms of the framework contract:

The Bank may amend the terms and conditions of the contract by giving thirty (30) days' notice to the Applicants.

It is expressly agreed that the amendments will be deemed to have been accepted by the Applicants if they do not inform the Bank of their disagreement or non-acceptance before the date proposed for their entry into force. The Applicants shall have the right to terminate the contract, free of charge for the termination, with effect from any moment prior to the date on which the amendment would have been applied, without prejudice to the provisions of articles 32.2 and 32.3 of the Royal Decree-Law 19/2018.

Contracts may be terminated and accounts cancelled by either the Bank or the Applicants upon a simple written notice of at least ten (10) days, and the Applicants shall not be entitled to repayment by the Bank of any prepaid fees and expenses charged periodically for services.

The Applicants accept that individualised communications of the new conditions may be made by the means and in the manner set out in condition 14 "Communications" of this document.

- The following articles are included in Title III of Royal Decree-Law 19/2018 on "Rights and obligations in relation to the provision and use of payment services":
 - article 35.1.- Applicable expenses;
 - article 36.3.- Withdrawal of consent in payment operations;
 - article 44.- Proof of authentication and execution of payment operations;
 - article 46.- "liability of the payer in case of unauthorised payment operations", except for the penultimate paragraph of point 1 concerning the case of fraudulent behaviour or deliberate or grossly negligent non-compliance, which shall apply;
 - article 48.- Refunds for payment operations initiated by or through a payee;
 - article 52.- Irrevocability of a payment order;
 - article 60.- Liability of the payment service provider in the event of non-execution or defective or delayed execution of a payment order;

- article 61.- Liability of the payment initiation service provider for non-execution or defective execution of payment operations.

27. Exclusion for Legal persons and micro-enterprises (whether natural or legal persons).

In the event that payment card applicants are non-consumer natural or legal persons, including micro-enterprises, the following is expressly agreed:

- The maximum period for reporting an unauthorised or incorrectly executed payment operation shall be eight (8) weeks, in lieu of the period provided for in Article 43 of the aforementioned Royal Decree-Law 19/2018, unless a different period is agreed with the Bank for specific operations.
- Refunds may be requested for authorised payment operations initiated by a payee within the eight (8) week period referred to in Article 49, except for SEPA direct debits in the B2B mode, for which no refund may be requested.

In addition, in the event that the Holders:

- are Legal persons, or
- are natural persons, including owner's associations, provided that they are mainly constituted by natural persons acting within the scope of their professional or business activity, the parties agree that, except for what is established by law, these General Conditions shall not apply to the respective contracts to which these General Conditions are integrated, nor to the banking services and operations domiciled in the account:
- Order EHA/2899/2011 of 28 October on transparency and consumer protection in banking services,
- Bank of Spain Memorandum 5/2012 of 27 June to credit institutions and payment service providers on transparency of banking services and responsible lending,
- the terms of the contract derived from the aforementioned Order and Memorandum.

28. Promoting business finance

If the Holders are an SME, micro, small or medium-sized enterprise (in accordance with Commission Recommendation 2003/361/EC of 6 May 2003), or a natural person who carries out economic activities on a self-employed basis (in accordance with the provisions of Law 20/2007 of 11 July on the Statute of Self-Employment), they are hereby informed that, in accordance with the provisions of Law 5/2015 of 27 April on the Promotion of Business Financing, should the Bank intend not to extend or terminate the flow of financing that it has been granting or to reduce it by an amount equal to or greater than 35 percent, it must notify them at least three months in advance by any means that certify its receipt, except in the cases provided for in point 4 of Article 1 of the aforementioned Law 5/2015. In the event of such notification, and within ten working days from the day following such notification, they shall be entitled to receive from the Bank, free of charge, the "SME Financial Information" document provided for in the aforementioned Law.

This document may also be requested at any time and unconditionally, although in this case the Bank may require payment of the price it has established for this service and has fifteen working days from the day following the date of the request to make this information available.

Specific conditions depending on card type.

The following specific terms and conditions shall be incorporated into and apply to the respective Card contract depending on the type of card in question, and shall supplement, or modify and replace where they contradict, the General Terms and Conditions of the card contract.

1. Corporate credit cards

The parties agree, modifying as necessary the provisions of General Condition 8 "Obligations of the Applicant" of the credit or debit card services, that in the case of this card the amounts due in each settlement, in accordance with the details of movements provided by the Bank, shall be debited from the payment account every 5th or previous working day of the month following the operation and with the same value date.

2. Deferred corporate credit cards

The parties agree, subject to any necessary modifications to the provisions of the specific General Terms and Conditions 8 and 9 for credit or debit card services, that on this card:

- a) The amounts due in each settlement, in accordance with the details of movements provided by the Bank, shall be debited from the payment account within the period foreseen in the corresponding contract.
- b) The only method of payment for this card will be to pay the debt in full.

3. Credit cards allowing debit operations

Credit cards whose specific terms and conditions of the contract specify the fees for "Debit" cash withdrawals allow cash withdrawals to be made by debit card at branches or ATMs in the Bank's own network and in other financial institutions or networks, provided that the ATM so permits.

In the event that the Cardholder performs a purchase operation whose amount exceeds the card's monthly credit limit and, as applicable, the additional authorised limit stipulated in the specific conditions, said operation may not be drawn down against the credit limit and shall be charged in full as a debit operation to the account linked to the contract for the card, provided that there is a balance available. Operations debited against the account will not consume the monthly credit limit.

4. Special Visa-Gold Cards

The parties agree, subject to any necessary modifications to the provisions of General Conditions 8 and 9 for credit or debit card services, that in the case of this card:

- The amounts due in each settlement, in accordance with the breakdown of movements provided by the Bank, shall be debited from the payment account on the 25th or previous working day of the month and with the same effective date.
- Operations for the purchase of goods or services may not be divided. However, it is possible to defer payment of the settlement in accordance with the General Conditions and the provisions of the Contract.

5. Revolving cards

This card does not accept full payment of the debt as a method of payment, and therefore modifying as necessary the provisions of General Condition 9 "*Payment methods for credit cards*" of the credit or debit card services, in the case of this card:

Payment of the amounts due under the credit and the interest thereon shall be made by means of monthly instalments for the amount indicated in the Special Conditions, payable monthly in arrears and on the last day of each month to which the settlement corresponds, with the Holder expressly authorising the Bank to debit them from the payment account indicated in the Special Conditions or from other accounts held by the Holder with said Bank.

The amount of these instalments shall be allocated first to the interest due and the remainder towards the repayment of the outstanding principal.

The Cardholder may request the Bank at any time to modify the monthly instalment within the options established by the Bank at any time.

Likewise, and given that these instalments are set according to the credit limit in force at any given time or according to the amount drawn down at any given time over said limit, as agreed in the specific conditions of the contract, if said limit is modified, the instalment will also be modified, and the Bank will inform the Cardholder of the monthly instalment to be paid from that time onwards.

The Holder may make an early repayment at any time, either in whole or in part, of the amounts due.

6. SIN cards or TRES cards

The parties agree for this card, modifying as necessary the provisions of General Condition 9 "*Payment methods for credit cards*" of the credit or debit card services, to provide for the following specific payment method for certain operations in euros:

The amounts due for the use of the card(s) for operations in euros for amounts equal to or greater than 50 euros and up to 3,000 euros will be settled in the standard manner, i.e., the operations will be split into three-month interest-free instalments, and the splitting management fee will be applied per operation for the amount indicated in the specific conditions of the contract. In the case of the TRES card, there is a one-month grace period for the collection of instalments, so that the Bank can collect the amount in respect of the first instalment in the second settlement period after the purchase, the second instalment in the third settlement period, and the third instalment in the fourth settlement period of the card.

The fee may differ depending on the tranche of operation amount.

In this case, only the instalment corresponding to each instalment period shall be settled. Should the instalment plan be cancelled or paid early, the Bank may charge the full 3-month instalment management fee. The statement relating to the monthly settlement shall show the annual percentage rate (APR) for each operation under this form of payment, taking into account the instalment handling fee provided for in the specific conditions. The fee does not include the expenses that the Cardholders may incur in the use of the powers granted by the contract, expenses for payments to third parties, in particular brokerage fees, notarial expenses and taxes, and expenses for insurance or guarantees.

The Bank reserves the right to increase or decrease the indicated tranches of operation amounts and will inform the Applicant of the new tranches.

7. SKI Cards

The holders of the MasterCard Classic Ski cards expressly authorise the Bank to necessarily communicate their personal data (forename and surname, postal address, NIF (ID card no.), date of birth, profession, telephone and card number, language and brand of the Banco Sabadell group of which they are a customer) to:

- RACC Seguros Compañía de Seguros y Reaseguros. S.A., whose activity is to carry out insurance and reinsurance operations in the field of roadside assistance insurance, preparatory or complementary activities related to those policies and operations aimed at the prevention of risk and injury, with Tax ID no. A59575365 and offices at Avenida Diagonal, 687, 08028 Barcelona, to benefit from the assistance, accident and civil liability insurance for skiers as a result of being Ski Cardholders.

To exercise the rights of access, rectification, suppression, opposition and any other data protection right before RACC Seguros Compañía de Seguros y Reaseguros, S.A, whose activity is to carry out insurance operations and those aimed at risk and injury prevention, with Tax ID no. A59575365 and offices at Avenida Diagonal, 687, 08028 Barcelona, in order to benefit from the assistance, accident and civil liability insurance for skiers as a result of being Ski Cardholders.

8. Pre-payment cards.

The card will be issued on a pre-payment basis.

The initial available amount of the card will be that paid in by the contracting party for an amount between the minimum and maximum charge limit as stated in the particular conditions.

As the Card is rechargeable, further recharges may be subsequently made to the amount available on the card, always against the payment account indicated in the specific conditions or against any debit or credit card associated with said payment account (hereinafter, payment account and related card, respectively) issued by the Bank and held by the contracting party.

The limits on top-ups and their frequency may be modified depending on the type of card and the Bank's policy at any given time. The amount available on the card is treated as cash.

The contracting party must pay the amount equivalent to the amount charged in advance, by requesting it at his or her branch or through the different options that the Bank has available at any given time to charge and top up the card. The amount available on the card will decrease as the Bank becomes aware of the operations made. The charges for the operations made with the card, as well as the fees and expenses caused by such operations in accordance with the rates established at any given time per operation, will be charged against the amount available on the card or against the associated payment account or card.

The use of the card once activated shall be subject to the following rules:

The Bank will also receive the following specific fees for the pre-payment card, calculated on the basis of the amount and/or percentage established in the specific conditions of the contract:

a) The following fees to be charged to the payment account:

Fee for recovering the amount available on the card: this will be charged at the time of the recovery request (before the expiry of the card or 12 months after the expiry of the card). This fee is understood as a maximum, in the sense that it may not exceed the recoverable amount.

b) The following fees to be charged to the payment account or the associated card:

Card top-up fee: to be charged for each top-up.

c) The following fees to be charged to the associated card:

Post-expiration card maintenance fee: this is payable quarterly from the card's expiry date.

9. VIA T device

The VIA T device permits the payment of tolls on all motorways and tunnels equipped with appropriate equipment for the remote detection of the transit of this device on a given road intended for this purpose, as well as the payment in car parks also equipped with this technology. This device can be used on motorways, toll tunnels and car parks by virtue of the agreements established between the Payment Systems and the Concessionaire Entities. The use of this device is regulated by the rules agreed here and by those established by each of the toll concessionaires and car park managers that accept it.

10. Repsol+ Visa Card

Without prejudice to being able to use the card as a regular means of payment, this card allows you to enjoy, under the conditions established by Repsol, discounts on fuel purchases at Repsol Group establishments (Repsol or Petronor branded service stations identified with the Solred logo). In addition, for those cardholders who have previously registered in the "Repsol Más programme", it allows them to obtain exclusive promotions on purchases made in the Repsol Group establishments through Solred point-of-sale terminals.