



Special Conditions Samsung Pay

The Solarisbank AG (hereinafter referred to as the "**Bank**") enables its customers to use the Samsung Pay service. The following "Samsung Pay Special Conditions" shall apply to the use of Samsung Pay. These apply in addition to the Bank's General Terms and Conditions, the respective Terms and Conditions for Payments by Direct Debit under the SEPA Core Credit Debit Scheme, the respective Conditions for Online Banking, the respective Terms and Conditions for Debit Cards (if a debit card has been issued), the respective Conditions for Payments via Virtual Debit Cards and the respective Conditions for Payments via a Virtual Debit Card in connection with the Samsung Pay App. In the event of any conflict, the latter shall prevail. These Special Conditions and the other terms and conditions can be viewed, saved in readable form and printed from <https://www.solarisbank.com/en/customer-information>.

I. Scope of Services

1. Scope of Application

These Special Conditions supplement the Conditions agreed upon between the Bank and the customer for the provision and use of a card account and for the use of cards issued by the Bank (hereinafter referred to as the "**Samsung Pay Card**"). These Special Conditions shall apply if the customer requests the use of this card via the Samsung Pay Application (hereinafter referred to as the "**Samsung Pay App**") in his/her Samsung user account (hereinafter referred to as the "**Samsung Account**") as a card within the framework of the Samsung Pay App, adds it to the Samsung Pay App and uses it within the framework of Samsung Pay. Cards issued by the Bank other than the Samsung Pay Card cannot be used within the framework of the Samsung Pay App. In addition, Samsung Pay Terms of Use concluded separately between the customer and Samsung may apply.

2. Functions

The customer can add the Samsung Pay Card issued by the Bank to the Samsung Pay App on his/her mobile device by following the instructions of the Samsung Pay App. The customer may then use the Samsung Pay App with his/her Samsung Pay Card to initiate payment transactions (hereinafter together referred to as "**Payments**"). The use of the Samsung Pay App for Payments, if applicable by using provided authentication elements, constitutes the authorisation by the customer.

3. Requirements for use; Samsung Pay App

(1) Samsung shall determine the hardware and software requirements that the customer must meet in order to use the Samsung Pay App and thus Samsung Pay for Payments. Information on this can be found on the Samsung website.

(2) In order to be able to use the Samsung Pay App and the Samsung Pay Card the customer must hold a Samsung Account and the validity of the "Special Conditions for Payments via a virtual Debit Card in connection with the Samsung Pay App" and the conditions applicable to the use of Samsung Pay between the customer and Samsung (hereinafter together referred to as the "**Terms of Use**") must be validly agreed between the customer and the Bank.

(3) In order to initiate a Payment, it must be authorised by the customer by means of a biometric feature on the device or by entering the PIN determined by the customer for the respective device.

4. Scope of Services Samsung Pay

The extent to which the customer can use his/her Samsung Pay Cards for Payments via Samsung Pay is determined by Samsung together with its cooperation partners. The Bank has no influence on which

points of sale, apps and websites Samsung Pay can be used for Payment. The possibility of using Samsung Pay also depends on the hardware and software used by the customer.

Samsung provides information on this subject on its website <https://www.samsung.com/de/support/mobile-devices/samsung-pay-faq/>. The cooperation partners may set an overall limit for Payment using Samsung Pay.

The Bank reserves the right to exclude certain transactions with contracting companies from using Samsung Pay if they fall under a specific merchant category code (*Merchant Category Code, MCC*).

5. Customer's duty of care and cooperation obligations

The duty of care agreed upon in in the "Special Conditions for Payments via a virtual Debit Card in connection with the Samsung Pay App" (see Section III, Clause 10) shall apply accordingly to the Samsung Pay Card. In particular, the customer is obliged to protect the mobile device used for Samsung Pay and the access key used to access the device from unauthorised use by third parties. Only the customer may have access to the mobile device and the Samsung Pay App. Only the customer's biometric data and no third-party data may be stored on the device. If a third party gains access to the Samsung Pay App, the customer must change his/her access key to the device and/or remove the Samsung Pay Cards from the Samsung Pay App without undue delay (*unverzüglich*).

The customer shall not use the Samsung Pay App and Samsung Pay in connection with his/her Samsung Pay Card on any device on which the restrictions on use imposed by the hardware or software manufacturer have been circumvented in an unauthorised manner. The customer shall inform the Bank if a mobile device on which a Samsung Pay Card was registered is stolen or otherwise lost without undue delay (*unverzüglich*). The customer must regularly update and keep up-to-date the operating system of the mobile device used for Samsung Pay as well as the Samsung Pay App. The customer is also obliged to use the same device for Payments with a check-in and check-out process (e.g. train ticket systems).

6. No responsibility of the Bank for Samsung Pay

Since the Bank is not itself a Samsung Pay provider, it does not assume any responsibility for the provision of Samsung Pay. The Bank is not liable for the availability or functionality of Samsung Pay and/or the Samsung Pay App in general or with regard to the Samsung Pay Card added by the customer. Furthermore, the Bank shall not be liable for any loss or damage caused by the unusability or malfunction of Samsung Pay and/or the Samsung Pay App which limited or excluded the use of the Samsung Pay Card.



7. Costs

The Bank shall not charge additional fees or costs to the customer for the use of Samsung Pay. Any other fees for the performance of special services in connection with Samsung Pay Cards are set out in the Bank's "List of Prices and Services", which can be viewed at <https://www.solarisbank.com/en/customer-information>. The customer may be charged additional fees for using Samsung Pay, in particular data usage or SMS fees.

8. Deactivation

In the event of a confirmed case of misuse, the Samsung Pay Card added to the Samsung Pay App will be deleted or temporarily blocked. The customer may view the deactivation information in the Samsung Pay App.

9. Term and Termination

(1) The validity of these Special Conditions is agreed upon for an indefinite period.

(2) The customer may terminate these Special Conditions at any time without any notice period.

(3) Upon termination of the Samsung Account and/or any of the Terms of Use (Section I, Clause 3, paragraph 2 of these Special Conditions) by the customer, the customer automatically terminates these Special Conditions in accordance with Section I, Clause 9, paragraph 2 of these Special Conditions

(3) The Bank may terminate these Special Conditions and thus also the option to use Samsung Pay with a period of notice of two months.

(4) The Bank may terminate these Special Conditions after twelve (12) consecutive months of inactivity of the customer regarding the use of Samsung Pay or the card account with a two-month notice period.

(5) If the customer breaches any provisions agreed in these Special Conditions, the Bank may also terminate these Special Conditions at short notice. In any event, the Bank may block the use of the Samsung Pay Card at short notice if this is necessary for security or other reasons.

(6) Without prejudice to the right of termination for good cause and the right of termination pursuant to Section I, Clause 9, paragraph 5 of these Special Conditions, upon termination of the Samsung Account and/or the Samsung Pay Terms of Use between the customer and Samsung by Samsung, the Bank automatically terminates these Special Conditions with a two-month notice period.

(7) Upon termination of the Samsung Account and/or the Samsung Pay Terms of Use between the customer and Samsung by Samsung, the customer's access to the Samsung Pay Card and the communication channel between the Bank and the customer shall cease to exist. Therefore, upon termination of the Samsung Account and/or the Samsung Pay Terms of Use between the customer and Samsung by Samsung, the use of the Samsung Pay Card shall be blocked.

10. Processing of personal data

The data processing required for the use of Samsung Pay is carried out in accordance with the "Customer information on Data Processing", which can be viewed at <https://www.solarisbank.com/en/customer-information>.

II. Declarations and account statements

1. Retrieval of documents

Within the framework of the business relationship between the Bank and the customer, the Bank and the customer agree that the card account and thus the Samsung Pay Card shall be managed through the Samsung Pay App. The Bank shall send notifications regarding the use of the card account and the Samsung Pay Card, including account statements, periodic balance statements, payment reminders, dunning notices and SEPA direct debit notifications to the customer via the Message Center in the Samsung Pay App, and these notifications may be viewed by the customer at any time in the Message Center in the Samsung Pay App.

Accordingly, the Bank and the customer agree that the Samsung Pay App is the customer's device for receiving all notices and declarations of the Bank, in particular account statements and periodic balance statements.

2. Notifications

(1) Unless written form has been expressly agreed upon with the customer or is required by law, notices and declarations of the Bank are provided to the customer in electronic form via the Samsung Pay App.

(2) Via the Samsung Pay App, the customer shall be provided with notices and declarations concerning the business relationship with the Bank as well as Samsung Pay via a secure connection from Samsung. In accordance with these Special Conditions, the customer expressly waives the right to receive notifications communicated via the Samsung Pay App by post. The Bank fulfills its obligation to transmit, inform of or otherwise make available the relevant notifications by posting them on the Samsung Pay App.

Notwithstanding the foregoing, the Bank shall, in addition to the provision of notifications and declarations via the Samsung Pay App, be entitled to send such notifications and declarations by post if this is necessary for legal reasons or expedient for other reasons (e.g. the temporary outage of the Samsung Pay App). The expenses for postal dispatch shall be reimbursed to the Bank in accordance with the Bank's "List of Prices and Services".

The customer will be informed on the same day about the posting of certain documents by a corresponding notification in the Samsung Pay App or by means of a push message, provided that this setting has not been deactivated by the customer

3. Cooperation obligations

(1) The customer is obliged to regularly and promptly, but at least once a month, retrieve notifications and declarations via the Samsung Pay App and to review the respective contents as soon as the customer has been informed about the posting of the notifications and declarations.

(2) The customer shall check the notifications for completeness and correctness.

(3) Any discrepancies shall be reported to the Bank via Samsung Customer Support without undue delay (*unverzüglich*), at the latest, however, six weeks after being made available via the Samsung Pay App.

4. Receipt

All notifications and declarations sent to the customer via the Samsung Pay App are deemed to have been received when the Bank informs the customer of the posting and the possibility of retrieval via the Samsung Pay App.



5. Immutability of data/storage

(1) Samsung ensures that the data in the Samsung Pay App is immutable. Due to the individual hardware or software settings, a printout may not always match the display on the screen.

(2) The Bank shall permanently store all documents provided by it via the Samsung Pay App during the ongoing business relationship. After termination of the business relationship, the customer may request copies of the account statements and periodic balance statements issued by the Bank. For this purpose, the customer shall pay the fees or additional costs in accordance with the Bank's "List of Prices and Services".