

SPECIAL TERMS AND CONDITIONS FOR GOOGLE PAY

solarisBank AG (hereinafter referred to as the „Bank“) enables its customers to use the Google Payment Service (hereinafter referred to as „**Google Pay**“). The following "Special Terms and Conditions for Google Pay" apply to the use of Google Pay in addition to the Bank's other Terms and Conditions, in particular the "General Terms and Conditions" and the "Conditions for the debit card". In the event of contradictions, the latter shall take precedence. These Special Conditions as well as the other Terms and Conditions can be accessed via www.solarisbank.de, saved in a legible form and printed out.

1. Scope

These Special Terms and Conditions supplement the "General Terms and Conditions" concluded between the Bank and the Customer for the provision and the "Conditions for the Debit Cards" for the use of debit cards issued by the Bank (hereinafter "**Cards**"). The "Special Terms and Conditions for Google Pay" apply if the customer adds one of these cards to the Google Pay Application (hereinafter "**Google Pay App**") or via the Application of the Bank's Partner and uses it within the framework of Google Pay. The customer can find out whether the Card is suitable for use in Google Pay from the Apps or the browser-based user interface of the Bank's Partner. Google Pay provides the customer with another way to use his/her card. Payments made with Google Pay do not differ from conventional payments made with a debit card in terms of the scope of the "Conditions for the Debit Cards". In addition, Terms and Conditions for the use of Google Pay may apply separately between the customer and Google.

2. Subject of Service

The Customer may add the Cards issued by the Bank and suitable for this purpose to the Google Pay App on his/her mobile device by following the instructions of the Google Pay App. The Customer may then use the Google Pay App to initiate payment transactions (hereinafter "**Payments**") by means of his/her added Card. The use for Payments, possibly using provided authentication elements, constitutes the authorization by the customer. If the Bank makes a new Card available to the Customer, the Customer must add it to the Google Pay App.

3. Conditions of Use

Google determines the hardware and software requirements that the customer has to meet in order to use the Google Pay App and thus Google Pay for Payments. Information about this can be found on the Google website. In order to trigger a Payment process, the customer has to authorize this by means of a biometric feature on the terminal device or by entering the PIN specified by the customer for the respective terminal device.

4. Scope of Services Google Pay

The extent to which the customer can use his or her Cards for Payments via Google Pay is determined by Google together with its cooperation partners. The bank has no influence on at which points of sale, in which apps and where on the Internet Google Pay can be used for payment. The possibility of using Google Pay also depends on the hardware and software used by the customer. Google provides information on this subject on its website https://pay.google.com/intl/de_de/about/. The cooperation partners can set an upper limit for Payment via Google Pay.

5. Duties of Care and Cooperation of the customer

The duties of care agreed in the "Conditions for the Debit Cards" (please see section 8 there) apply accordingly to the Card stored in the Google Pay App. In particular, the customer is obliged to protect the mobile device used for Google Pay and the access key used to access the device from unauthorized use by third parties. Only the customer may have access to the mobile device and the Google 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 Google Pay App, the customer must immediately change his/her access key to the device and/or remove the cards from the Google Pay App.

The customer may not use the Google Pay App and Google Pay in connection with his/her Cards on any device that has unauthorizedly violated the hardware or software provider's usage restrictions in an unauthorized manner (hereinafter "**Jailbreak**"). The Customer must immediately notify the Bank if a mobile device on which Cards were registered for Payments with Google Pay was stolen or otherwise lost. The customer must regularly update and keep up to date the operating system of his/her mobile device used for Google Pay as well as the Google 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 Google Pay

Since the Bank is not itself a Google Pay provider, the Bank assumes is not responsible for providing Google Pay. The Bank is not responsible for the availability or operability of Google Pay and/or the Google Pay App in general or in relation to the Card added by the Customer. The Bank is also not liable for any damage caused by the non-usability or disruption of Google Pay and/or the Google Pay App.

7. Costs

The use of Google Pay is free of charge. Any other fees for the execution of special services in connection with Cards are set out in the Bank's List of Prices and Services available at <https://www.solarisbank.com/de/kundeninformation/>. The customer may incur additional costs through the use of Google Pay, in particular data usage or SMS fees.

8. Deactivation

The customer can deactivate his/her Card(s) added to the Google Pay App for Google Pay at any time via the Google Pay App. For security reasons, the Bank may deactivate the Customer's Card(s) for Google Pay if the Customer does not use his/her Card(s) in the Google Pay App for a period of 30 days. In the event of a confirmed case of misuse, the Card added to the Google Pay App will be deleted or temporarily blocked. The customer may view the information about the deactivation in the Google Pay App.

9. Duration

The validity of these Special Terms and Conditions is agreed for an indefinite period of time. The Customer may terminate these Special Conditions at any time by removing the Card(s) from the Google Pay App. The Bank may terminate the Special Terms and Conditions and thus also the option to use Google Pay with the Cards with reasonable notice. Should the customer violate the provisions agreed in these Special Terms and Conditions, the Bank may terminate the validity of these Special Terms and Conditions at short notice. In any case, the Bank may block the use of Google Pay at short notice, should this be necessary for security or other reasons.

10. Processing of Personal Data

The data processing required within the framework of the use of Google Pay is carried out according to the "Customer Information on Data Processing", which can be accessed at <https://www.solarisbank.com/de/kundeninformation/>.