



# Pre-Contractual Information for Distance Contracts on Financial Services

(here: Information About Current Account and Debit Card)

Dear customer,

before you conclude contracts with us at a distance (via the Internet, telephone, e-mail, fax or letter), we would like to provide you with some general information on the Bank, the banking service offered and the conclusion of distance contracts in accordance with the statutory provisions (§ 312d (2) 2 German Civil Code (Bürgerliches Gesetzbuch – BGB) in conjunction with Art. 246b German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch – EGBGB).

Yours sincerely, Solarisbank AG

## Summary

Part A: General Information About the Bank

Part B: General Information About the Agreement

Part C: Special Information About the Account Agreement

Part D: Special Information About the Debit Card Agreement

Part E: Information on the Special Features of the Distance Contract

## A. General Information About the Bank

### A.1. Name and Address

Solarisbank AG  
Cuvrystraße 53  
10997 Berlin

### A.2. Legal Representatives (Management Board)

Dr. Roland Folz (CEO), Jörg Diewald, Dr. Jörg Howein, Thomas Rasser

### A.3. Supervisory Board

Dr. Birte Sewing (Chairperson)

### A.4. Entry in the Commercial Register

Commercial register at the local court Charlottenburg: HRB 168180 B

### A.5. Value Added Tax (VAT) Identification Number

DE301501229

### A.6. Main Business Activity

The main business activity of the company is the operation of banking transactions of all kinds and related transactions.

### A.7. Competent Supervisory Authorities

Europäische Zentralbank  
Sonnemannstraße 20  
60314 Frankfurt am Main

Bundesanstalt für Finanzdienstleistungsaufsicht  
Bereich Bankenaufsicht & Versicherungsaufsicht  
Graurheindorfer Straße 108  
53117 Bonn

Internet: [www.bafin.de](http://www.bafin.de)

### A.8. Bank Account Information

Bank identification number: 11010100  
BIC (SWIFT)-Code: SOBKDEBBXXX

## B. General Information About the Account Agreement

### B.1. Contract Language

The decisive language for this contractual relationship with the customer during the term of the contract is German. Communication can be in German or English.

### B.2. Choice of Law and Legal Venue

The conclusion of the contract and the entire business relationship between the customer and the Bank shall be governed by German law (No. 6 para. 1 of the Bank's General Terms and Conditions). There is no contractual clause regarding the legal venue.

### B.3. Out-of-Court Settlement of Disputes

For the settlement of disputes with the Bank, the customer has the following out-of-court possibilities:

- Customers may address a complaint to the point specified by the Bank in its "List of Prices and Services". The Bank will answer complaints in an appropriate manner; where payment service



contracts are concerned, it will do so in text form (e.g. by letter, telefax or e-mail).

- In addition, customers may make complaints at any time in writing or orally on the record to the German federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin), Graurheindorfer Straße 108, 53117 Bonn, about breaches by the Bank of the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz - ZAG), Sections 675c – 676c of the German Civil Code (Bürgerliches Gesetzbuch – BGB) or Article 248 of the Act Introducing the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch – EGBGB).
- The European Commission has set up a European Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/consumers/odr/>. The Bank does not participate in dispute resolution proceedings with any consumer conciliation board.

#### **B.4. Information on the Scope of the Deposit Guarantee**

The Bank is assigned to the statutory deposit insurance of the Entschädigungsinrichtung deutscher Banken GmbH (EdB). For further details, please refer to the General Terms and Conditions (GTC), the "Depositor Information Sheet" and the website of Entschädigungsinrichtung deutscher Banken GmbH at [www.edb-banken.de](http://www.edb-banken.de).

### **C. Special Information About the Account Agreement**

#### **C.1. Main Features**

##### **C.1.1. Account Management**

The Bank shall set up a current account for the customer, credit incoming payments to the account and process payment transactions initiated by the customer (e.g. bank transfer) to the debit of this account, insofar as the account has sufficient credit or credit or this is permitted within the framework of a tolerated overdraft. In particular, the following services are included in the account contract:

- Account management
- Credit transfers (cf. „Terms and Conditions for Credit Transfers“, available at [www.solarisbank.de](http://www.solarisbank.de))
- Payments by Direct Debit (cf. „Special Terms for Payments by Direct Debit under the SEPA Core Direct Debit Scheme“ and “Terms and Conditions for Payments by Direct Debit under the SEPA Business-to-Business (B2B) Direct Debit Scheme“, available at [www.solarisbank.de](http://www.solarisbank.de))

##### **C.1.2. Prices**

The prices for basic services in connection with the customer's account management are agreed between the Bank's cooperation partner and the customer. The Bank's List of Prices and Services shall apply to special services in the contractual relationship between the Bank and the customer. The customer can view the Bank's current List of Prices and Services on the Internet at [www.solarisbank.de](http://www.solarisbank.de)

##### **C.1.3. Information on Taxes and Costs to be Paid by the Customer**

- (1) Any interest on credit balances incurred in the course of account management shall be taxable.
- (2) In case of questions, the customer should contact the tax authority responsible for the customer or his or her tax advisor. This applies in particular if the customer is liable for tax abroad.
- (3) The customer has to bear his or her own costs (e.g. for telephone calls, postage).

##### **C.1.4. Additional Costs for Telecommunications**

There are no additional telecommunication costs.

##### **C.1.5. Payment and Performance of the Agreement**

###### **(1) Beginning of the Execution of the Account Agreement**

The Bank begins with the fulfilment of the account agreement immediately after receipt of the complete documents and the successful identification of the customer.

###### **(2) Account Management**

The Bank fulfils its obligations under the account agreement by posting the credits and debits (e.g. from transfers, direct debits, deposits and disbursements, Bank charges) to the current account (current account). In the current account, the respective booking items are offset against each other at the end of the agreed invoice period - usually at the end of the calendar quarter - and the result (balance) is communicated to the customer as a statement of account in the online archive. All postings made by the Bank are listed on the Bank statement with details of the posting date, the amount, the type of transaction and the value date (value date). Account statements are transmitted in the agreed form via the Bank's cooperation partner.

###### **(3) Payout**

Since the Bank does not have its own ATMs, the payout obligation can be fulfilled by making a transfer to an account designated by the account holder or – if available – by withdrawal



using the debit card linked to the account.

#### (4) Credit Transfers

In the case of an internal bank transfer, this is fulfilled by crediting the beneficiary's account and transferring the details to the person making the transfer and the specified purpose. In the case of an inter-institutional transfer, this is fulfilled by crediting the account of the beneficiary's credit institution and transmitting the details of the person making the transfer and the stated purpose of use. Further details can be found in the "Conditions for Credit Transfers".

#### (5) Direct Debits

If the Bank credits the equivalent value of direct debits prior to their redemption, this shall be subject to their redemption, even if these documents are payable at the Bank itself (cf. no. 9 (1) of the General Terms and Conditions and the relevant special conditions). Direct debits are deemed to have been honoured if the debit entry is not reversed at the latest on the second bank working day after it was made (cf. no. 9 (2) of the General Terms and Conditions and the relevant Special Terms and Conditions).

If the customer has not already approved a debit entry from a direct debit for which he has granted the creditor a direct debit authorization, he must raise objections to this debit entry contained in the balance of the next statement of account no later than six weeks after receipt of the statement of account. If he asserts his objections in writing, dispatch within the six-week period is sufficient. Failure to raise objections in good time shall be deemed approval of the encumbrance.

The Bank shall draw special attention to this consequence when issuing the financial statements (cf. no. 7 of the General Terms and Conditions and the relevant special conditions).

#### C.1.6. Restriction on Disposal During the Revocation Period

The Bank is entitled to execute the customer's orders from the account of third parties only after expiry of the revocation period of 14 days.

#### C.2. Contractual Termination Rules

The account agreement is subject to the termination rules set out in nos. 18 and 19 of the General Terms and Conditions and in the relevant special conditions for the customer and the Bank.

#### C.3. Minimum Term

There is no minimum term.

#### C.4. Other Rights and Obligations of the Bank and the Customer

The basic rules for the entire business relationship between the bank and the customer are described in the "General Terms and Conditions" of the Bank. In these, the customer's duties to cooperate are specified under no. 11. In addition, the following special terms and conditions apply, which contain deviating deviations or additions to these General Terms and Conditions:

- General Terms and Conditions
- Conditions for online banking using the app or browser-based user interfaces of the partner of Solarisbank
- Terms and Conditions for Credit Transfers
- Conditions for the Debit Mastercard
- Special Terms and Conditions for 3D Secure for Online Card Transactions
- Terms and Conditions for Payments by Direct Debit under the SEPA Core Direct Debit Scheme
- Terms and Conditions for Payments by Direct Debit under the SEPA Business-to-Business (B2B) Direct Debit Scheme
- List of Prices and Services

The above conditions are available in German and English.

### D. Special Information About the Debit Card Agreement

#### D.1. Main Features

##### D.1.1. Possible Applications

With the Debit Mastercard issued by the Bank (hereinafter referred to as the "Card"), the cardholder can within Germany and, as an additional service, as part of the MasterCard network abroad,

- Perform cashless payment of goods and services at contract companies
- and, in addition, as a further service to cash dispensers (in conjunction with a personal identification number, PIN) as well as at cash registers of credit institutions (cash service on presentation of an identification document); the Bank will inform the cardholder separately about the maximum amounts when withdrawing cash.

For card payments on the internet, many companies expect to use an additional security procedure called "MasterCard SecureCode" by Mastercard. For this procedure, which the bank uniformly calls "3D Secure", you can simply register directly with a corresponding online card transaction. You then secure a corresponding turnover either by means of a mobile transaction number (mobileTAN) sent by the Bank



to your mobile phone via SMS, provided you have given the Bank your mobile phone number, or by means of a password issued by you during registration.

#### **D.1.2. Prices**

The prices for basic services in connection with the Debit Mastercard are agreed between the Bank's cooperation partner and the customer. The Bank's List of Prices and Services shall apply to special services in the contractual relationship between the Bank and the customer. The customer can view the Bank's current List of Prices and Services on the Internet at [www.solarisbank.de](http://www.solarisbank.de)

#### **D.1.3. Information on Taxes and Costs to be Paid by the Customer**

- (1) Any interest on credit balances incurred in the course of account management shall be taxable.
- (2) In case of questions, the customer should contact the tax authority responsible for the customer or his or her tax advisor. This applies in particular if the customer is liable for tax abroad.
- (3) The customer has to bear his or her own costs (e.g. for telephone calls, postage).

#### **D.1.4. Additional Costs for Telecommunications**

There are no additional telecommunication costs

#### **D.1.5. Payment and Performance of the Agreement**

##### **(1) Obligation of the Bank**

The Bank is obliged vis-à-vis contracting companies and credit institutions that accept the card at their ATMs to settle the transactions made by the cardholder with the card. The transactions made with the card are debited to the agreed settlement account on the day of receipt at the Bank. The Bank shall inform the cardholder at least once a month by the agreed method for account information about all expenses incurred in connection with the payment of card transactions.

##### **(2) Payment Obligations of the Cardholder**

The cardholder is obliged to reimburse the Bank for expenses incurred in using the card.

The reimbursement obligation does not exist only if an effective claim of the contracting company was not justified. The cardholder must directly clarify any other complaints arising from his relationship with the contracting company with the company. The payment obligation of the cardholder remains unaffected by this.

Objections and other complaints by the cardholder arising from his contractual relationship with the contractual company with whom the card was used must be lodged directly with the contractual company.

#### **D.2. Contractual Termination Rules**

The debit card agreement is subject to the termination rules set out in nos. 18 and 19 of the General Terms and Conditions and nos. 15, 16 and 17 of the Conditions for the Debit Mastercard.

#### **D.3. Minimum Term**

There is no minimum term.

#### **D.4. Other Rights and Obligations of the Bank and the Customer**

The basic rules for the entire business relationship between the bank and the customer are described in the "General Terms and Conditions" of the Bank. In these, the customer's duties to cooperate are specified under no. 11. In addition, the following special terms and conditions apply, which contain deviating deviations or additions to these General Terms and Conditions:

- Conditions for the Debit Mastercard
- Special Terms and Conditions for 3D Secure for Online Card Transactions

The above conditions are available in German and English.



## E. Information on the Special Features of the Distance Contract

### E.1. Information on the Conclusion of the Account and Agreement in Distance Selling

Via the app or website of the bank's cooperation partner, the customer submits a binding offer to the bank to conclude the account agreement by sending the completed form for the application to open an account to the Bank and receiving it. The account contract is concluded when the Bank declares acceptance of the contract and/or releases the account for use to the customer after the identity check, if necessary.

### E.2. Notification Regarding Revocation

#### Notification regarding revocation for distance contracts for financial services

When you send the application to the bank, the following notification regarding revocation applies to you (the German version is authoritative; the translation is for information purposes only):

#### Notification Regarding Revocation

##### Right of Withdrawal

You can revoke your contract declaration within 14 days without giving reasons by means of a clear declaration. The period begins after receipt of this instruction on a permanent data medium, but not before conclusion of the contract and also not before fulfilment of our information obligations according to Article 246b § 2 (1) in conjunction with Article 246b § 1 (1) EGBGB. The revocation period shall be deemed observed if the declaration is made on a permanent data medium (e.g. letter, fax, e-mail) by sending the revocation in good time. The revocation is to be addressed to:

Solarisbank AG  
Cuvrystraße 53  
10997 Berlin

E-Mail: support[at]solarisbank.de

##### Revocation Consequences

In the event of an effective revocation, the services received by both parties are to be returned. You are obliged to pay compensation for the value of the service provided up to the revocation if you were advised of this legal consequence before submitting your contractual declaration and have expressly agreed that we shall begin with the execution of the consideration before the end of the revocation period. If there is an obligation to pay compensation, you may still have to fulfil

the contractual payment obligations for the period until revocation. Your right of revocation expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of revocation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of revocation, for us with its receipt.

##### Special Information

Upon revocation of this contract, you are also no longer bound by a contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

Yours, Solarisbank AG

### E.3. Notice on Access to Contract Conditions

During the term of the contract, the customer may at any time request the transmission of the contractual conditions and this pre-contractual information for distance selling on another permanent data medium.

### E.4. Special Instructions for Immediate Execution of the Contract

The Bank shall commence with the execution of this agreement and the further contracts concluded on the basis thereof immediately after acceptance of the account agreement and before expiry of the revocation period, if the customer gives his express consent to this. The Bank shall obtain its express consent upon signing the contract.