



Conditions for Payments via Virtual Debit Cards

For the use of the payments enabled by the Solarisbank AG (hereinafter referred to as the “**Bank**”) via one or more virtual debit cards (hereinafter referred to as the “**Virtual Cards**”), the following special terms and conditions shall apply in addition to the Bank’s General Terms and Conditions, in particular the respective Terms and Conditions for Payments by Direct Debit under the SEPA Core Direct Debit Scheme, the respective Conditions for Online Banking, the respective Terms and Conditions for the Debit Cards (if a debit card has been issued) and any additional special terms and conditions for the use of the respective partners. These special conditions as well as the other terms and conditions can be viewed, saved in readable form and printed from <https://www.solarisbank.com/de/kundeninformation>.

I. Applications related to payment transactions

(1) The Virtual Cards issued by the Bank are debit cards which are provided to the customer exclusively in virtual form on a mobile terminal for use via a partner app. The use of Google Pay, Apple Pay or comparable services is subject to additional separate terms and conditions of use which can be accessed via <https://www.solarisbank.com/de/kundeninformation>.

(2) The customer may use the Virtual Cards for payment at all point-of-sale terminals with VISA contactless acceptance both in Germany and abroad, provided that mobile payment via Google Pay, Apple Pay or comparable services has been activated. Furthermore, it is possible to use the Virtual Cards in online commerce. For this purpose, the customer may call up the information on the Virtual Cards (debit card number, expiry date and debit card check digit) required for this payment variant in the partner app. In addition, payment in online commerce is also possible using in-app or other payment methods provided by Google Pay, Apple Pay or comparable providers, provided that the contracting companies support this service. The contracting companies can be recognized by the acceptance symbols of VISA as well as Google Pay, Apple Pay or the corresponding payment systems.

(3) As it is not necessary to enter a personal identification number (PIN), the customer will not be provided with a PIN for using the Virtual Cards.

(4) Each Virtual Card is linked to an allocated card account of the customer. The conditions available at <https://www.solarisbank.com/de/kundeninformation> apply to the linked card account.

II – Provisions regarding card functions

1. Authorisation of payments by the customer

(1) When using the Virtual Cards at point-of-sale terminals, each payment transaction must be approved by means of biometric features (fingerprint scan or facial recognition) or the unlock code of the device (password) (authentication elements), unless this is exceptionally waived due to the type of payment, e.g. for small amounts.

(2) When using Virtual Cards in online commerce, the customer may, after prior consultation between the customer and the contracting company, exceptionally waive the requirement to sign a receipt and instead only provide the debit card number.

(3) In online commerce, the authentication of the customer can also be made by using the separately agreed authentication elements on request. Authentication elements are

- Knowledge elements (something the customer knows, e.g. an online password);
- possession elements (something that the customer possesses, e.g. a mobile device for generating and receiving one-time usable transaction number (TAN) as proof of possession); or
- being elements (something that is the customer, e.g. fingerprint).

(4) By using the Virtual Cards at point-of-sale terminals or in online commerce in accordance with paragraphs 1 to 3 and the release in accordance with paragraph 1 or paragraph 3 (if required), the customer is giving consent (authorisation) to complete the payment. Once consent has been given, the customer cannot cancel the payment.

2. Blocking of an available amount of money

(1) The Bank shall be entitled to block an amount of money available within the financial usage limit (cf. Section II.5) if

- the payment transaction has been triggered by the payee, and
- the customer also agrees to the exact amount of money to be blocked.

(2) Without prejudice to any other legal or contractual rights, the Bank shall release the exact amount of money without delay (*unverzüglich*) after having been notified of the exact payment amount or after the payment order has been received.

3. Rejection of card payments by the Bank

(1) The Bank is entitled to reject the card payment if

- the customer has not legitimated himself/herself with the authentication elements set out in Section II.1, paragraphs 1 and 3,
- the financial usage limit referred to in Section II.5 has not been observed, or
- the respective Virtual Card is blocked.

(2) The customer will be informed of this via the terminal at which the Virtual Cards were used, or during the payment process in online commerce, or via the respective partner app.

(3) The Bank reserves the right to reject payments also if justified by objective reasons (e.g. the use of Virtual Cards for gambling in the casino or online casino).

4. Completion period

The payment process is triggered by the payee. On receipt of the payment order by the Bank, the latter is obliged to ensure that the payment amount is received by the payee’s payment service provider at the latest by the time specified in the “List of Prices



and Services". The "List of Prices and Services" can be viewed, saved in readable form and printed from <https://www.solaris-bank.com/de/kundeninformation/>.

5. Financial usage limit

- (1) The customer may only use the respective Virtual Card within the credit balance on the respective linked card account.
- (2) The customer is granted a maximum amount per day/month. This is independent of the existing credit balance on the linked card account. The customer may view the maximum amount available for transaction at any time in the partner app.
- (3) Even if the customer does not comply with the financial usage limit, the Bank is entitled to demand reimbursement of the expenses that arise from the use of the Virtual Cards. The approval of individual transactions does not entail either the provision of credit or an increase of a credit amount previously agreed, but is given in the expectation that the settlement of the transactions is guaranteed when they become due.
- (4) If the booking of the transactions exceeds the existing account balance or a credit limit previously agreed, the booking shall lead to a tolerated overdraft. In the case of a tolerated overdraft, no debit interest is incurred.

III – Customer's duty of care and cooperation obligations

6.1 Protection of the authentication elements for payment transactions

The customer shall take all reasonable precautions to protect his/her authentication elements for payment transactions agreed with the Bank (cf. Section II.1 (1) and (3)) from unauthorised access. Otherwise, there is a risk that the authentication elements for payment transactions may be misused or otherwise not authorised.

In order to protect the individual authentication elements for payment transactions, the customer shall pay particular attention to the following:

- (a) Knowledge elements, such as the password, shall be kept secret; they may in particular
 - not be communicated orally (e.g. by telephone or in person);
 - not be passed on outside of payment transactions in text form (e.g. by e-mail or messenger service);
 - are not be stored unsecured electronically (e.g. storage of the password in plain text on the mobile device); and
 - not be recorded on a device or stored as a transcript together with a device which serves as a possession element (e.g. mobile device) or for checking the being element (e.g. mobile device with application for payment and fingerprint sensor).
- (b) Possession elements, such as a mobile device, shall be protected from misuse, in particular
 - it must be ensured that unauthorised persons cannot access the customers's mobile device (e.g. mobile telephone);
 - it must be ensured that other persons cannot use the payment application (e.g. partner app/s) on the mobile device (e.g. mobile telephone);

- the application for payment transactions (e.g. partner apps) on the mobile device of the subscriber must be deactivated before the subscriber gives up possession of this mobile device (e.g. by selling or disposing of the mobile phone); and
 - the proofs of possession (e.g. SMS sent to the mobile phone number with unique passwords) may not be passed on orally (e.g. by telephone) or in text form (e.g. by e-mail, messenger service) outside the online payment processes.
- (c) Being elements, such as the customers fingerprint, may only be used as an authentication element on a mobile terminal of the customer for payment transactions if no other person's being elements are stored on the mobile device. If the mobile device used for payment transactions stores the identity elements of other persons, the knowledge element issued by the Bank (e.g. online password) is to be used for online payment transactions and not the identity element stored on the mobile device.

6.2 Control obligations for online payment transactions

If, in the case of payment transactions, the customer is notified of details of the payment transaction (e.g. the name of the contracting company and the amount of the transaction), the customer shall check this data for correctness.

6.3 Customers's notification and reporting obligations

- (1) If the customer becomes aware of misuse of his/her Virtual Cards, the Bank shall be notified immediately in order to arrange for the Virtual Cards to be blocked. The customer shall also immediately report any misuse to the police.
- (2) The customer shall notify the Bank without delay (*unverzüglich*) after having identified an unauthorised or erroneously transaction.
- (3) The customer may unblock the Virtual Cards if the reason for blocking the Virtual Cards has ceased to exist.

7. Payment obligation of the customer

The Bank shall pay the contracting companies' immediately due claims against the customer arising from the use of the Virtual Cards. The customer is obliged to reimburse the Bank for these amounts.

Objections and other complaints by the customer arising from the contractual relationship with a contracting company with which Virtual Cards were used shall be pursued directly with that contracting company.

8. Foreign currency conversion

- (1) Unless otherwise agreed with the customer (e.g. under other conditions), if the customer uses the Virtual Cards for transactions that are not denominated in Euro, the linked card account shall be charged in Euro.
- (2) Unless otherwise agreed with the customer (e.g. under other terms and conditions), the reference exchange rate for foreign currency transactions shall be determined on the basis of the Bank's "List of Prices and Services" (cf. Section II.4).



(3) A change to the reference exchange rate specified in the conversion regulation in accordance with Section II.8 paragraph 2 shall take effect immediately and without prior notification of the customer.

9. Fees

(1) The fees owed by the customer to the Bank shall be determined on the basis of the Bank's "List of Prices and Services" (cf. Section II.4).

(2) Changes to the fees shall be proposed to the customer who is not a consumer in text form no later than two months before they are to take effect. If the customer who is not a consumer has agreed an electronic means of communication with the Bank as part of the business relationship, the changes may also be proposed by this means. The customer may either agree or reject the changes before the proposed date of entry into force. The customer who is not a consumer is deemed to have consented if he/she fails to provide notice of his/her rejection in advance of the proposed date of the changes coming into effect. The Bank shall make specific reference to this de facto consent in its offer.

(3) When the customer who is not a consumer is notified of changes to the fees, he/she may cancel the business relationship without notice and at no cost in advance of the proposed date of the changes coming into effect. The Bank shall make specific reference to this right to terminate in its offer.

(4) In the case of fees and changes to them for payments by customers who are not consumers, the provisions in Section 12 paragraphs 2 to 6 of the Bank's General Terms and Conditions apply.

10. Customers' entitlement to reimbursement, revision and compensation

10.1 Reimbursement in case of unauthorised transaction

In case of an unauthorised transaction in the form of use of the Virtual Card with a contracting company, the Bank does not have any claims against the customer for reimbursement of its expenses. The Bank is obliged to reimburse the customer the amount in full and without delay (*unverzüglich*). If the amount has been debited from an account, the Bank shall restore it to the balance that it would have had if the unauthorised transaction had not taken place. In accordance with the "List of Prices and Services" (cf. Section II.4), this obligation must be fulfilled no later than the end of the business day following the day on which the Bank was notified that the transfer is unauthorised or has otherwise learned thereof. If the Bank has informed a competent authority in writing of justified grounds for suspecting fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay (*unverzüglich*) and fulfil this obligation when the suspicion of fraud is not confirmed.

10.2 Claims for non-execution, incorrect or belated execution of an authorised transaction

(1) In case of non-executed or incorrect processing of an authorised transaction in the form of use of the Virtual Card with a contracting company, the customer may demand from the Bank the

immediate and full reimbursement of the transaction amount insofar as the transaction failed to take place or was incorrect. If the amount has been debited from a linked card account, the Bank shall restore it to the balance that it would have had if the failed or incorrect transaction had not taken place.

(2) In addition to paragraph 1, the customer may demand reimbursement by the Bank of any fees or interest that were charged to him/her or debited from his/her linked card account in connection with the authorised transaction that failed to take place or was processed incorrectly.

(3) If the payment amount is received by the payee's payment service provider only after expiry of the execution period specified under Section II.4 (delay), the payee may require his/her payment service provider to credit the payment amount to the payee's account as if the card payment had been duly executed.

(4) If an authorised transaction failed to take place or was processed incorrectly, the Bank shall at the request of the customer investigate the transaction and report the findings to him/her.

10.3 Compensation entitlements by the customer on the basis of an unauthorised transaction or non-executed or incorrect processing of an authorised transaction

In the case of an unauthorised transaction or in the case of a non-executed or incorrect processing of an authorised transaction, the customer may demand compensation from the Bank for losses not already covered under Sections II.10.1 and II.10.2. This does not apply if the Bank was not responsible for the breach of obligation. In this context, the Bank is responsible for obligations incurred by an intermediary that it has appointed as if they had been incurred by the Bank itself, unless the main cause was the responsibility of an intermediary specified by the customer. If the Virtual Card is used in a country outside Germany and the European Economic Area, the liability of the Bank for the culpability of a body involved in processing the payment transaction is restricted to the careful selection and instruction of such a body. If the customer has contributed to the occurrence of a loss through culpable conduct, the principles of contributory culpability shall determine the extent to which the Bank and the customer shall bear the loss. Liability under this paragraph is limited to EUR 12,500 per transaction. This limitation to the amount of liability does not apply

- for transactions not authorised by the customer using the Virtual Cards;
- in the event of malicious intent or gross negligence on the part of the Bank;
- to risks that the Bank has specifically taken on; and
- to losses of interest incurred by the customer if the customer is a consumer.

10.4 Period for pursuit of claims under Sections II.10.1 to II.10.3

Claims against the Bank in Sections II.10.1 to II.10.3 are excluded if the customer has not notified the Bank that a transaction is unauthorised, has not been completed, is belated or is incorrect at the latest 13 months from the date on which the transaction was charged. The 13-month notification period commences only when the Bank has notified the user of booking



of the charge resulting from the transaction by the agreed means, at the latest within a month of booking of that charge; otherwise, the day of such notification shall determine commencement of the period. Claims for liability under Sections II.10.3 may still be pursued by the customer after expiry of the notice period under sentence 1 if he/she was unable to meet the deadline for reasons beyond his/her control.

10.5 Claim for reimbursement in the event of an authorised transaction without a specific amount and period for pursuit of the claim

(1) The customer may demand full reimbursement of the transaction amount without delay (*unverzüglich*) if he/she has authorised a transaction with a contracting company in such a way that

- the exact amount was not specified on authorisation; and
- the payment process exceeds the amount that the customer could have expected given his/her previous spending behaviour, the content of the card contract and the relevant circumstances of the individual case; reasons related to any currency conversion cannot be considered if the agreed reference exchange rate was used as the basis.

(2) The customer is obliged to explain the circumstances on which the claim for reimbursement is based to the Bank.

(3) The claim for reimbursement is excluded if it has not been pursued with the Bank within eight weeks of the date on which the transaction was charged to the linked card account.

10.6 Exclusion of liability and objection

Claims of the customer against the Bank under Sections II.10.1 to II.10.5 are excluded if the circumstances on which a claim is based

- result from on an unusual and unforeseeable event over which the Bank has no influence, and the consequences of which could not have been avoided despite exercising reasonable care (*gebotenen Sorgfalt*); or
- are brought about by the Bank as the result of a statutory obligation.

11. Liability of the customer for unauthorised transactions

11.1 Liability of the customer until the blocking notification

(1) If Virtual Cards or the information on the Virtual Cards required for payment transactions in online commerce are misused and this results in unauthorised transactions in the form of use of the Virtual Cards with a contracting company, the customer shall only be liable for damage caused up to the time of the blocking notification if he/she has breached his/her obligations intentionally (*vorsätzlich*) or with gross negligence (*grob fahrlässig*).

(2) The customer shall not be liable in accordance with paragraph 1 if it has not been possible for him/her to notice the misuse of the respective Virtual Card or of the information on the Virtual Cards required for payment transactions in online commerce before unauthorised access.

(3) If the customer is not a consumer, or if the respective Virtual Card or the information on the Virtual Cards required for payment transactions in online commerce is used in a country outside Germany and the European Economic Area, the customer

shall bear the loss pursuant to paragraph 1 arising from an unauthorised transaction if the customer has negligently (*fahrlässig*) breached his/her obligations under these terms and conditions. If the Bank has contributed to the occurrence of the loss through a breach of its obligations, the Bank shall be liable for the loss incurred to the extent of the contributory negligence for which it is responsible.

(4) If unauthorised transactions are made prior to the blocking notification and if the customer has acted fraudulently or has violated his/her duties of care under these Terms and Conditions intentionally (*vorsätzlich*) or with gross negligence (*grob fahrlässig*), the customer shall bear the full extent of the resulting damage. Gross negligence (*grobe Fahrlässigkeit*) on the part of the customer may be deemed to have occurred in particular if the customer culpably (*schuldhaft*) failed to notify the Bank of the loss or the theft or the misuse of the transaction without delay (*unverzüglich*) after becoming aware of it.

(5) Liability for losses caused within the period for which the transaction limit applies is limited in each case to the credit balance on the card account linked with the respective Virtual Card.

(6) The customer is not obliged to compensate for the loss pursuant to paragraphs 1, 3 and 4 if the customer was unable to submit the blocking notification because the Bank had not secured the possibility of accepting the blocking notice.

(7) In deviation from paragraphs 1 and 3, the customer shall not be obliged to pay compensation if the Bank has not required the customer to provide strong customer authentication within the meaning of Section 1 (24) of the Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz, ZAG*) or if the payee or his/her payment service provider has not accepted such strong customer authentication although the Bank was obliged to provide strong customer authentication pursuant to Section 55 ZAG. Strong customer authentication requires in particular the use of two independent authentication elements from the categories of knowledge (e.g. the password), possession (e.g. the mobile device) or inherence (something that is the customer, e.g. the customer's "fingerprint").

(8) Paragraphs 2 and 5 to 7 shall not apply if the customer has acted with fraudulent intent.

11.2 Liability of the customer after the blocking notification

If the misuse or any other unauthorised use of the Virtual Cards or of the information on the Virtual Cards required for payment transactions in online commerce by the customer or an authorised representative has been reported to the Bank, the customer is not obliged to compensate the Bank for any losses incurred after the blocking notification as a result of transactions in the form of use of the Virtual Cards or of the information on the Virtual Cards required for payment transactions in online commerce. If the customer acts with fraudulent intent, the customer shall also be liable for any damages after the blocking notification.

12. Customer's right of termination

The customer may terminate the card contract at any time without any notice period.



13. Right of termination of the Bank

(1) The Bank may terminate the card contract with a reasonable notice period of at least two months. The Bank shall terminate the card contract with a longer notice period if this is necessary in view of the legitimate interests of the customer.

(2) The Bank may terminate the card contract without notice if there is good cause (*wichtiger Grund*) which makes it unreasonable for the Bank to continue the card agreement, even after due consideration of the legitimate interests of the customer.

14. Consequences of termination

(1) Upon the effective date of the termination pursuant to Section II.12 or Section II.13, the customer's right of use with respect to all Virtual Cards shall end and the Virtual Cards may no longer be used.

(2) Any positive balance remaining at the card account linked with the respective Virtual Card at the time of termination shall be refunded to the customer at the end of the contractual period, provided that the positive balance is not blocked by an already authorised transaction. The refund shall be made within 20 bank business days to a bank account to be named by the customer.

15. Blocking of Virtual Cards

(1) The Bank may block Virtual Cards,

- if it is entitled to terminate the card agreement for good cause (*wichtiger Grund*),
- if material grounds in connection with the security of the respective Virtual Card justify it, or
- if there is a suspicion of unauthorised or fraudulent use of the respective Virtual Card.

(2) The Bank shall notify the customer of the blocking, specifying the relevant reasons, if possible before, but at the latest immediately after the blocking. The Bank will unblock the respective Virtual Card at the customer's request if the reasons for blocking cease to exist. The Bank shall also inform the customer of this without delay (*unverzüglich*).