

CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., hereinafter CaixaBank Payments & Consumer, and the account holder agree to formalise this contract, which will be governed by the terms and conditions explained below. This Contract governs the terms for signing up for the card(s) indicated in the special terms and conditions, which are individually or jointly referred to as the "imagin Card", organised into the following sections: (i) special terms and conditions (ii) specific general terms and conditions governing the "imagin Card"; (iii) general terms and conditions common to all services; (vi) APPENDIX, relating to the fee charged for the most common transactions and services.

Special terms and conditions

CARD: imagin debit

** CARD TYPE: DEBIT **

SPECIFIC GENERAL TERMS AND CONDITIONS FOR THE "IMAGIN CARD"

1.- SERVICE PROVIDER: CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U. ("CaixaBank Payments & Consumer") with tax ID A08980153 and registered office at Calle Caleruega 102, 28033 - Madrid, acting through its Agent CaixaBank, S.A. (CaixaBank). The Agent (CaixaBank) intervenes in this contract in relation to the card issued solely as an Agent of CaixaBank Payments & Consumer, hence it does not provide any services directly. CaixaBank, S.A. (CaixaBank), with tax ID A08663619, only intervenes in this contract as an Agent of CaixaBank Payments & Consumer, hence it does not provide any services to the contracting party in virtue of this contract. CaixaBank is duly registered as an agent of CaixaBank Payments in the Register of Agents of the Bank of Spain.

2. WHAT IS THE IMAGIN CARD?

It is a payment instrument that will allow you to access the following banking and payment services:

- Initiate payment orders for the acquisition of goods and services in national or foreign retail establishments, charged to your account.
- withdraw cash and carry out other payment transactions at ATMs, such as cash withdrawals and deposits, transfers and sending money, charged to your account.
- sign up for new products and services by means of the electronic signature generated by the card.

The card can be either a "debit" or a "credit" card. The specific option is indicated in the SPECIAL TERMS AND CONDITIONS.

As the cardholder, you can ask for Cards to be issued either for your own personal use or to be used by third parties who will act in your name and on your behalf, who will also be Cardholders.

3. TERMS AND CONDITIONS OF USE OF THE IMAGIN

CARD How to access the card services

To access the card's services, we supply a personal identification number (PIN) which, either by itself or combined with other security passcodes or other elements, will enable you to access the card's main services. Whenever you wish to initiate a payment order, you will have to personally and specifically provide your consent by following one of the following procedures:

- For payment orders intended for the acquisition of goods and services in retail establishments, you should allow your card to be read by the electronic devices that are going to be used to process the payment transaction, and then personally enter the PIN provided to you.
- To initiate payment orders, such as cash withdrawals and deposits, and other card services at ATMs or other similar devices, you will need to present it for reading by the ATM or device and enter your PIN.
- For initiated payment orders which will be processed using payment software to acquire goods and services remotely, you will have to provide the card details requested from you (card number, expiry date, card verification code/CVV) and, where applicable, you will have to enter the PIN or any passcodes provided to you by us for carrying out this type of transaction.

Card electronic signature

Please note that the PIN, either by itself or combined with other passcodes, where they have been provided, together with other electronic details generated by the payment application or the ATM or other applications associated with them, will be used as a means for identifying you, and it will be considered an electronic signature for all purposes. This electronic signature shall have the same validity, in relation to the data recorded on electronic documents generated by the payment application or the ATM, as a handwritten signature does in relation to data recorded on paper. Sending of cards. Whenever new features are added to your card or it is renewed, we can send a new one to your address which replaces it. In this case, it will be activated when you confirm you have received it, through the method we indicate when we send it.

Mobile card

If you have a mobile device with Near Field Communication (NFC) technology and the payment app indicated by CaixaBank Payments & Consumer (currently Cartera NFC for Movistar, Vodafone Wallet for Vodafone and Orange NFC for Orange), you can add the card to the mobile device, in which case the card details and the personal details of the cardholder will be added to the SIM card. If you have several SIM cards associated with the same mobile phone number, the service will only work on one of the SIM cards. The cost for replacing the SIM card, if necessary, will be assumed by the cardholder.

4. THE CARDS ARE PERSONAL AND IT IS PROHIBITED FOR THIRD PARTIES TO USE THEM.

The Cards are for the personal and non-transferable use of the Cardholders. You may not transfer use of the Cards, IDs, login and signature passcodes and any other personal security element which we have provided to you to third parties. If you transfer

use of the card, we can block it immediately and adopt the organisational and technological measures that we consider suitable to prevent access.

5. WHICH PAYMENT SERVICES ARE LINKED TO YOUR CARD?

Receipt and execution of payment orders

To execute payment orders, you must be the holder of an "imagin Current Account" linked to the card. Any payment order initiated through your card will be deemed to have been received on the same day you give us your consent through one of the procedures established in this Contract. Once received, we are obliged to execute it from the time of receipt. If the payment order is initiated by or through the payee, on the basis of consent, the order will be considered to have been received on the same day that this payee communicates the order to us.

Transactions in a currency other than the euro

In payment transactions carried out with your "IMAGIN CARD" in a currency other than the euro, the nominal amount in foreign currency will be converted into euros at the exchange rate which will consist of the rate published by the corresponding card brand (VISA, MASTERCARD) at the time the order is received, plus or minus 3.95% (three point nine five percent) for conversions from foreign currencies to euros or vice versa. The brands' exchange rate is published on the following website http://www1.visaeurope.icom/en/cardholders/exchange_rates.aspx and <https://www.mastercard.com/us/personal/en/cardholderservices/currencyconversion/index.html>

Credit service

If the balance of the linked account is not sufficient to cover payment transactions which you have ordered, we can offer to assign funds in the form of credit which will be recorded in the linked account. It will be governed by the terms of the "credit" option outlined in this contract, as well as those which we specifically offer to provide the service. You can accept the terms and conditions of the service through ATMs, through "imagin online banking" and in this case, you will be obliged to pay the amounts due on the due date of the drawdowns and in accordance with the chosen payment method (full payment of the card's outstanding balance, full deferral of the card's outstanding balance, or deferral of a specific transaction) without the need for prior request by CaixaBank Payments & Consumer.

You can make one or more drawdowns on the available credit until the agreed limit is reached, as follows: At ATMs: through payment orders intended exclusively to obtain cash.

Through online banking or "imagin online banking": the drawdown will be made by crediting the funds to the linked account.

Other Services Associated with the Card

Through CaixaBank ATMs or online banking if you have signed up for this service, you will be able to access the following services:

ENQUIRIES: You can access information about the products and services taken out with CaixaBank Payments & Consumer, CaixaBank and any other companies with which CaixaBank has reached a collaboration agreement. At ATMs of non-CaixaBank financial institutions with which CaixaBank Payments & Consumer has reached a collaboration agreement, the information that can be accessed may be limited.

EXECUTION OF ORDERS: Relating to banking, payment, investment or insurance services taken out beforehand. These orders will be signed using the electronic signature generated by the Card.

SIGNING UP FOR NEW PRODUCTS AND SERVICES: You can sign up for new products and services by means of the electronic signature generated by the Card. During the sign up process, we will show you the information and documentation required to enter into the contract, which you can download onto a durable medium. After this, we will send you the contract documents through the notification method agreed in this contract.

6. WHAT ARE THE CONSEQUENCES OF NON-PAYMENT?

Unpaid liabilities will accrue daily LATE INTEREST at the rate indicated in the special terms and conditions. The interest accrued daily will be accumulated in an accounting ledger based on the following formula: $Id = (Se \times n \times id) / 36,000$, where "Id" is the absolute amount of the interest charges, "Se" is the average balance of the account in the settlement period, "n" is the number of days in the period and "id" is the nominal annual interest rate represented as a percentage. We will settle this amount. The interest charges will be settled monthly in arrears and they will be capitalised.

7. ACCOUNT LINKED TO THE CARD AND AUTHORISATION FOR CHARGES

Payment orders initiated with your card will be immediately charged to the "imagin current account" designated in the special terms and conditions of this contract, with a value date on the same day that it is carried out. If transactions, fees or other card expenses, you give your permission for:

- CaixaBank Payments & Consumer to send instructions to CaixaBank to make the corresponding charges to the imagin current account and
- CaixaBank to make these charges. If the linked account balance is lower than the payment transaction, we are not required to execute any payment order initiated from the Card.

This authorisation is irrevocable, and:

- it will be in force until the full and complete fulfilment of your obligations, and
- it will only be exercised on demand accounts which you hold, inasmuch as you have the authority to use the balance.

8. MUTUAL EXCHANGE OF INFORMATION BETWEEN CaixaBank and CaixaBank Payments & Consumer

Before executing a card-initiated payment transaction, you authorise us to exchange information between these banks in order to check there is sufficient balance in your account. If the balance is lower than the payment transaction, we are not required to execute it.

9. YOU IRREVOCABLY AUTHORISE US TO CHARGE ANY AMOUNTS YOU OWE US TO ANY ACCOUNT

If the balance of the linked account is insufficient to cover the payment of any liabilities, you irrevocably authorise us to charge the amount to any other account you hold with CaixaBank. To this end, you authorise CaixaBank to provide CaixaBank Payments & Consumer with information on your accounts and if the balance is sufficient, whenever CaixaBank Payments & Consumer requests it.

10. STANDARD COMPENSATION OF DEBTS WITH YOUR "IMAGIN CARD"

You authorise us to offset your liabilities against balances you hold with any payment account held with CaixaBank Payments & Consumer as account holder or joint account holder.

11. CARD VALIDITY

Without prejudice to the indefinite nature of this contract, the cards will be valid until the final day of the month of the expiry date indicated therein.

12. CARD BLOCKING

We can TEMPORARILY BLOCK or WITHHOLD the Card if we believe, for justified reasons: (i) that its security as a payment instrument has been compromised;(ii) that there could have been a case of fraudulent or unauthorised use of the card; (iii) when you fail to comply with any obligation in this contract.

If the Card is to be withheld, this may be done by retail establishments which collaborate with CaixaBank Payments & Consumer. In these cases, we will inform you of the card blocking and the reasons for the same in advance, unless there are security reasons that are objectively justified, or if the disclosure were contrary to any other regulation.

13. WHAT OBLIGATIONS DOES EACH PARTY HAVE?

Notwithstanding the provisions of the other contract clauses, the parties will have the following obligations:

Obligations of CaixaBank Payments & Consumer:

- a. To deliver the card to you, when it is in a physical form, and to activate it if you have complied with the instructions established for this purpose.
- b. To deliver to you and keep secret the Personal Identification Number, the passcodes or any other security elements required to use the Card.
- c. To accept the transactions that you order or execute as the cardholder, unless we have reasonable grounds to believe we have detected fraudulent and unauthorised use of the service, or an instance of serious non-compliance or gross negligence by the cardholder or unauthorised third parties.

Your obligations as the account holder are:

- a. You should keep the identifier, passcode, PIN and other security elements that we have provided you a secret, using them and safeguarding them with due diligence, ensuring that no unauthorised third parties access them, and making sure you that they are not easily guessable from your personal details or others that are easily accessible, such as your date of birth, phone number, sequential numbers, etc. You must also take the necessary precautions to avoid the removal, theft, forgery or loss of the card or other physical or material items that we have provided to you.
- b. You must contact us immediately and without unjustified delay via the phone number 900 211 211 (or +34 935 917 950 if calling from abroad), should any of the following circumstances arise:(ii) the loss or possible knowledge by other people, against your will, of the PIN, passwords or any other security feature (iii) the execution of any unauthorised payment transactions or those executed incorrectly. The maximum term within which you may advise us of such circumstances will be 13 months from the date of the payment or the debit of the transaction.
- c. Whenever necessary, we will validate the details or documentation that we require of you in order to verify the correct use of services, and to confirm, even in writing, those operations that we require as a precautionary measure or for confirmation, in order to safeguard the confidentiality and security of the system, your personal information, or even for its express confirmation.
- d. You must legitimately and appropriately use the identifiers, passwords and payment instruments, refraining from using them fraudulently, whether deliberately or as a result of gross negligence, reproducing or altering them, as they must be returned when our contractual relationship ends.
- e. Given that the services that we will provide to you are for your exclusive personal and confidential use, you may not communicate, add to or extract any information or data, for commercial or professional purposes or otherwise, for third parties, unless we have given you our explicit consent. In particular, it will be considered forbidden to give third parties use of the online banking service, identifiers, passwords and signature keys, as well as any other customised security feature that we have given to you.

14. WHAT ARE THE RESPONSIBILITIES OF EACH PARTY?

Each party shall answer for any non-compliance with the obligations that it assumes in this contract, being required to compensate the other for damages for which it is responsible. Without prejudice to this general liability, the following circumstances of responsibility are established:

Responsibility of CaixaBank Payments & Consumer as a result of the non-execution or improper execution of payment orders.

- a. If we do not complete an order of yours that we were obliged to execute, we will immediately reattempt the execution and, where appropriate, we will return up to the amount of the order not executed exclusively.
- b. If we execute a defective payment transaction, failing to comply with the instructions received, we will return the account to the state in which it was found before said execution.
- c. In the event of a payment order without your consent, we commit to refunding you the amount of said payment immediately and to return the account to the state in which it was found before the transaction.
- d. Although we are not responsible for the defective execution of an order or for the execution of an unauthorised order, we will take any reasonable administrative steps for the payee of the order or its service provider to find out the status of the transaction and to attempt to recover the funds.

Responsibility for the loss, theft or fraudulent manipulations of your passwords or other security features provided and for access by unauthorised third parties to your personal details.

- a. You will no longer assume any responsibility for the operations that may be carried out via the "imagin online banking" service after you advise us of the loss or theft of your passwords, signature keys or other security features.
- b. You will be responsible for transactions carried out before this notification up to the maximum amount established by current legislation, which is currently fixed at 150 euros. You will not assume any responsibility for transactions made via your "imagin online banking" service, if it is verified that the user's card or passwords, signature keys or other security features have been manipulated, copied or decrypted by third parties, without your knowledge.
- c. We assume responsibility for omissions, errors, loss of information, violation of confidentiality and/or improper access to the information or personal details, provided that you have complied with your confidentiality and safeguarding obligations.

Limits and exclusions of the responsibility of CaixaBank Payments & Consumer.

a. Neither CaixaBank nor CaixaBank Payments & Consumer will be responsible for any non-compliance with our obligations should there be any exceptional and unpredictable circumstances out of our control, whose consequences would have been unavoidable despite all efforts to the contrary, or, where applicable, when said circumstances originate from legal obligations. In such cases, we commit to informing you immediately of these circumstances and their effects on the provision of the services, so that you may prevent or, at least, limit the damages that they could cause you. The telephone number for technical support is 900 211 211, where we will be at your disposal to address any enquiries and incidents related to services and to provide you assistance in any way we can.

b. Under no circumstances will we be responsible for refunding the amount of unauthorised payment orders or those executed incorrectly if there has been fraudulent activity or if you have breached your obligations in a deliberate way or through gross negligence, especially those regarding confidentiality and safeguarding your card, passwords and other security features.

c. Without affecting what is established in all other clauses, the contracting party has the following duties or obligations:

- a) To accept all the payment orders carried out with the cards. Confirmation of such payment orders and their amount may be accepted in the form of the records of the card itself, those in CaixaBank Payments & Consumer's computer records and those that appear on the receipts issued by any device equipped to accept card payments.
 - b) The Contracting Party must submit a signed written request for the refund of the amount of a payment order within the aforementioned timeframe, indicating the reason for requesting the refund and attaching a copy of the corresponding claim submitted to the competent authority (for unauthorised payment orders) or documents and/or information to justify the request (in all other cases).
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c) In cards issued in a physical format, to sign the card immediately, if there is a space reserved for this purpose, keeping it and using it correctly.

To not manipulate the elements required to use the Card when incorporated into mobile devices, to keep and protect them with the utmost care and, where applicable, to keep them updated at all times, while also adopting the measures and precautions necessary to prevent the SIM card or the data it stores from being copied.

15. SERVICE FEES

As remuneration for providing the Services, we shall have the right to charge the following fees. The fee rates are detailed in the special terms and conditions:

Card issuance. This fee shall become due and be paid only once, upon each card being issued.

Card replacement: This fee shall become due and be paid only once upon replacement of each card.

Card customisation. This fee shall become due and be paid only once, upon the image chosen by the contracting party being printed on the card.

Maintenance. This fee shall become due in advance at the rate established in each case or, otherwise, on an annual basis, to keep each card issued under this Contract operational until the expiry date. Cards held by individuals under 26 years of age will be exempt from the maintenance fee until the cardholders reach this age.

Cash withdrawals. This fee will be charged for each cash withdrawal at ATMs and will be settled upon the withdrawal being carried out. The fee may vary depending on the type of transaction and the type of ATM.

CaixaBank Payments may charge the cardholder for the fee it has to pay the owner of the ATM, either in full or partially, in the event of cash withdrawals carried out using the card.

16. ALLOCATION OF PAYMENTS:

Payments you make to CaixaBank Payments & Consumer will be allocated in the following order: interest, fees and principal. When the card's outstanding balance is deferred through any repayment option which allows this, the repayments you make must include at least 5 euros of principal in each case.

17. PERSONAL DATA PROCESSING

Who is the data controller?

CaixaBank Payments & Consumer, E.F.C., S.A.U., with registered office at Calle Caleruega 102, 28033 - Madrid, with tax ID A08980153.

What are the contact details of the Data Protection Officer?

www.CaixaBank.com/delegadoprotecciondedatos

How do we process your personal data and what are the legal bases?

[Data processing for contractual, legal and fraud prevention purposes](#)

The data requested is needed to sign up for the product or service in question, and it will be processed for this purpose; similarly, your personal data will be processed to comply with legal requirements and, based on legitimate interest, to prevent fraud and guarantee the security of your data and our networks and systems.

[Data processing for marketing purposes](#)

(i) Based on legitimate interest (e.g. customer knowledge, statistical studies, updating and sending information about similar products and services to those you have already taken out, according to the information generated by the products and services). You can exercise your right to object in accordance with the section 'Exercising rights'.

(ii) (ii) On the basis of your consent (in accordance with the authorisations you have given us at any given time). You can consult and manage your authorisations at your local branch or via online banking.

Loyalty programmes of the Collaborating Company.

If this card is issued in collaboration with a Collaborating Company, which will be indicated in the special terms and conditions where applicable, those signing up for the card shall have access to the loyalty programmes, promotions, incentives or other benefits offered by the collaborating company. If you do not agree to your data being processed for the purposes indicated below, you should not sign up for this product. The CaixaBank Payments & Consumer product catalogue offers similar products that are not linked to the Collaborating Company's loyalty programme.

Accordingly, CaixaBank Payments & Consumer will disclose the data of the contracting party and/or cardholder to the Collaborating Company to develop, manage, implement, and monitor any loyalty programmes, promotions, incentives, or advantages linked to the card. Furthermore, it may provide these details to the collaborating company, as well as to any other companies that form part of the collaborating company's group, for the sole purpose of identifying you as a customer, user, shareholder and/or employee of any of the companies of that group. These notifications will be sent by CaixaBank Payments & Consumer to the Collaborating Company and companies that form part of the Collaborating Company's group, if the card is issued in collaboration with a Collaborating Company, and they are required to fulfil the purpose of this contract.

Such notifications will involve the following data being provided: Group I co-issuer or collaborating companies: (i) first name, surname(s), home address, email address, landline telephone number, mobile telephone number and tax ID; (ii) date of birth, nationality, sex and profession. (iii) registration of the contract, blockage or withdrawal of the cards and/or termination of the contract. Group II co-issuer or collaborating companies: in addition to those mentioned for Group I, the monthly amount spent using the cards. Group III co-issuer or collaborating companies: in addition to those mentioned for Groups I and II: (i) the credit limit bracket granted and any subsequent changes, and (ii) details of each purchase transaction carried out using the cards. Group IV co-issuer or collaborating companies: in addition to those mentioned for Groups I, II and III: PAN of the card, maintenance fee and charge date.

In addition, the collaborating company may use these details, based on its legitimate interest, for commercial purposes, to update its knowledge of the contracting party and/or holder, and/or send, including through electronic channels, marketing information and customised offers for products or services related to the specific activity of the collaborating company.

You may object to this processing of the data at any time, by contacting the collaborating company at its registered address indicated in the special terms and conditions.

Data disclosure

The data may be passed on to public authorities for the purposes of complying with a legal obligation, as well as to suppliers of services and to third parties where necessary to manage and carry out a request and/or contract process.

Communication of personal data for the issuance of invoices

a) CaixaBank Payments & Consumer may disclose your personal data and the cardholders' data to the payees of specific payment transactions carried out with the card (or their collaborators) to facilitate the issuance, delivery and storage of invoices related to the products and services paid for with the card. In particular, this includes payments made at motorway tolls and car parks.

b) The details that will be provided will be full name or registered company name, address, tax ID and any other details that are necessary to properly comply with the tax obligations related to the issuance of invoices, in accordance with the legislation in force at any given time.

Third-party data processing.

You hereby undertake to inform any card holders, other than yourself, about the disclosure of their personal data (e.g., full name) to CaixaBank Payments & Consumer for the purposes set forth in this Contract, and to provide them with the information about the processing of their personal data by CaixaBank Payments & Consumer detailed in Clause 17, prior to the disclosure of said data. You will be responsible for the truthfulness and accuracy of the personal data you provide to CaixaBank Payments & Consumer.

Any third-party personal data which CaixaBank Payments & Consumer receives from you for the purpose of managing and carrying out the contractual relations will be processed solely and exclusively for these purposes and will not be provided to any third parties, except for where the nature of the service necessarily requires it, in which case the use of the data will be limited to the aforementioned purpose. CaixaBank Payments & Consumer will keep such data confidential and will apply the security measures that are legally required.

Data storage period

The data will be processed for as long as you have given authorisations for their use or for as long as the relationships derived from the service and/or contracts established remain in force. In accordance with data protection regulations, this data will be kept (during the limitation period of the actions derived from the requests or from the relationships derived from the service and/or contracts in place) solely for the purposes of complying with the legal obligations that CaixaBank Payments & Consumer is required to meet, and for the purposes of preparing, exercising or defending complaints.

Communication of data to records relating to the fulfilment or non-fulfilment of financial obligations

CaixaBank Payments & Consumer hereby informs you and any other parties to this contract that, in the event of non-compliance of any obligations set forth herein, your debt data may be disclosed to records relating to the fulfilment or breach of financial obligations.

Disclosure of data to the Bank of Spain Credit Reporting Agency (CIRBE)

We hereby inform you that CaixaBank Payments & Consumer is required to disclose certain data to the CIRBE needed to identify people with a direct or indirect credit risk, as well as other data related to these individuals and risks, in particular, information about the credit amount and recoverability. In the case of individual business owners carrying out their business activity, this condition will be recorded. In addition, you are hereby informed of CaixaBank Payments & Consumer's right to obtain risk reports from the CIRBE. The holder of the risk declared to the CIRBE may exercise their rights of access, correction and deletion in the terms set out in the law, by writing to the Bank of Spain at the address Banco de España, Calle Alcalá, 50, 28014-Madrid. In the event that the risk holder is a legal entity, they may also exercise these rights by contacting the reporting entity.

Communication of data to authorities or public institutions of other countries

CaixaBank Payments & Consumer hereby informs you that credit institutions and other payment service providers, as well as payment systems and technology service providers associated with parties that transmit data to carry out transactions, may be required by the national law of the country where they are located, or by existing national agreements, to provide transaction information to the government authorities or agencies of other countries, located inside and outside of the European Union, under the framework of preventing terrorist financing, serious forms of organised crime, and money laundering.

How will you be able to exercise your rights and file complaints through the Data Protection Authority?

You may exercise your rights in relation to their personal data (access, portability, withdrawal of consent, correction, objection, limitation and erasure) in accordance with current regulations by visiting any CaixaBank branch, by writing to the address APARTADO DE CORREOS 209-46080 VALENCIA, or by visiting the website www.caixabank.com/ejerciciodederechos.

The data subject may also exercise their rights in relation to their personal data (access, portability, revocation of consent, correction, objection, limitation and deletion) in accordance with the current regulations by contacting the Collaborating Company (if this card is issued in collaboration with another company) at its registered address, which is indicated in the Special Terms and Conditions, or in the manner set out in the Special Terms and Conditions.

You may also file complaints related to the processing of your personal data with the Spanish Data Protection Authority (www.agpd.es).

OTHER GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES

1. OWNERSHIP

The contract has a single holder. Unless expressly stated in the general terms and conditions specific to the product or service, you may not authorise or designate third parties to exercise rights or powers on your behalf derived from contracted products or services.

2. HOW WILL WE CONTACT YOU?

The "imagin online banking" service inbox and CaixaBank ATMs will be the agreed means of communication for the sending and receiving of statements and notifications. We will use this means to keep you informed of all matters that affect the contracted services. Statements and notifications will be understood to be received from the moment they are made available. You will be able to review these statements whenever you wish and obtain a copy of them on a durable medium.

For any queries or requests that you wish make, please call us on 900 211 211. We commit to maintaining these service channels operational and available to you without interruptions, seven (7) days a week, twenty-four (24) hours a day, three hundred and sixty-five days (365) days of the year.

Additionally, you may reach us via Twitter: @imaginResponde / WhatsApp: 606 428 673.

3. NOTICE OF PROPOSED AMENDMENTS TO THE TERMS AND CONDITIONS

We will send you the proposed amendments to the terms and conditions with two (2) months advance notice of the date of its application. If the proposal is advantageous for you or if it is an amendment due to the variation of the agreed benchmark interest or exchange rates in this contract, will apply them immediately, without the need to give you forewarning. If you disagree with these changes, you may object and terminate the contract at no extra cost.

4. ELECTRONIC SIGNING OF ORDERS AND APPLICATIONS

Unless expressly indicated otherwise in the general terms and conditions specific to a product or service, for the authorisation of applications, orders or other transactions that you carry out, and that require it, you must enter a signature key that we will request. This signature key will consist of a numeric variable that you will receive on your main mobile, as indicated in your ImaginBank profile.

The identifier, the access code and the signature key that we provide you, together with other electronic details generated with or related to them, will be used as a means to identify you, and it will be considered an ELECTRONIC SIGNATURE for all intents and purposes. It will have the same value with regard to information provided in the electronic documents generated as the handwritten signature in relation to information provided in print.

5. TERM OF THE CONTRACT

The contract has an indefinite duration.

6. HOW ARE SERVICES TERMINATED?

Contracted Services may be terminated by any of parties without the need to provide a cause or reason.

If we terminate them, we will advise you with two (2) months' notice in advance of the date on which it must take effect. If you terminate them, the advance notice is only required to be one (1) month, and you advise us of your decision via the available form on the "Imagin online banking" service. In any case: (i) You must return all of the features and devices that we have given to you and pay the proportional share of the applicable expenses or fees (ii) If you were to have paid any amount in advance, we would return the corresponding proportional share immediately. Termination due to non-compliance with our respective obligations will lead to the enforceability and immediate refund of all amounts owed each party, in favour of the other.

7. HOW YOU CAN WITHDRAW FROM THE CONTRACT

If you have formalised this contract via "imagin online banking", you may withdraw from the same within fourteen (14) calendar days subsequent to entering into the contract via the form "withdraw from contracted products" available from your "imagin online banking" service. The contract will be rendered void, and the fees, charges or interest accrued for the services that we would have provided you until that time must be paid. Within a maximum of thirty (30) calendar days from the withdrawal, we will return any amount that we have received in advance for the contracted services.

8. CIRCUMSTANCES UNDER WHICH WE MAY SUSPEND ACCESS TO SERVICES

We will not execute payment orders and/or we will suspend or refuse access to any of contracted products and services, without the need for prior notification, under the following circumstances: (i) If we believe there is reasonable doubt concerning your identity or an alleged irregularity in the use of services, (ii) if set limits are exceeded in accordance with the applicable law or with rules and usages that have been established at any given moment, or if it were imposed by the competent authority in compliance with applicable legislation, (iii) (iii) when you use it unduly or for purposes other than those provided for in this contract, and (iv) when the security of the service in question has been compromised. When introducing improvements, we will give you a reasonable amount of advance notice.

9. CONTRACT FEES

We have outlined the fees of the services in the Special Conditions of this Contract or in the General Specific Conditions of the contracted Product or Service, applying on a preferential basis those in the pricing APPENDIX that will only be applied to those services not expressly covered in the special terms and conditions or the services are accessed in person via CaixaBank's branch network. The agreed fees are independent of the accrued fees and chargeable costs for the provision of other services not included within the framework of the current Contract. Fees for notifications or other services will only be charged if permitted by law. In particular, the following may be charged: (i) costs for sending further information to you at your request that is not legally required, or for receiving information via means of communication other than those specified in this Contract and, unless specified otherwise, the amount of the communication costs will be calculated in accordance with the postal service rates currently in force.

10. CLAIMS FOR NON-PAYMENT:

CaixaBank reserves the right to charge a fee for any administrative procedures it has to undertake in order to recover each overdue balance that remains unpaid at maturity (loan repayment instalments, card charges, fees, overdrafts, etc.). These administrative processes may consist of phone calls, SMS, emails, push notifications, meetings or written notifications submitted by post or made available to the customer through online banking services, the purpose of which will be to inform the customer of debts owed, demand payment of the same, warn the customer of the consequences of non-payment or propose negotiation of debt refinancing.

Regardless of the number of procedures carried out to recover such balances, CaixaBank will charge the customer the sum of thirty-five euros (€35) from the moment the first claim is made in writing requesting the payment. New amounts may not be charged to recover the same overdue balance.

11. WHERE CAN YOU DIRECT YOUR COMPLAINTS AND CLAIMS?

You can direct claims or complaints to CaixaBank Customer Services, Carrer Pintor Sorolla, 2-4, 46002 - Valencia. If, after two months from the date it was filed, the complaint has not been resolved, if its acceptance has been refused or the request has been dismissed, the holder may present it to the "Bank of Spain Complaints Service", Calle Alcalá, 50, 28014 Madrid.

12. SENDING DATA AND INFORMATION TO THIRD PARTIES

Can we disclose your details to Bank of Spain's Credit Reporting Agency (CIRBE)?

We are required to declare to the Bank of Spain Credit Reporting Agency (CIRBE) the data necessary to identify the persons with whom credit risks are either directly or indirectly held, as well as the characteristics of these persons and risks, particularly those related to their amount and recoverability. Similarly, we inform you of CaixaBank's right to obtain from CIRBE reports on the risks that it could have registered to your name. As a holder of a risk declared to the CIRBE, you may exercise your rights of access, correction and deletion in the terms set out in the law, by writing to the Bank of Spain at the address Banco de España, Calle Alcalá, 50, 28014-Madrid.

We will be able to provide you with information on transactions made to authorities or public institutions in other countries

Credit institutions and other payment service providers, as well as payment systems and technology service providers related to which data is sent in order to carry out transactions, may be compelled by State legislation where they are situated, or by agreements executed for that purpose, to provide information on transactions carried out with authorities or public institutions in other countries, located both within and outside of the European Union, as part of the fight against the financing of the terrorism and serious forms of organised crime and the prevention of money laundering.

We may provide your details to files relating to the fulfilment or non-fulfilment of financial obligations

In the event of non-payment of any of the obligations derived from this contract, the debt information may be disclosed to records relating to the fulfilment or non-fulfilment of financial obligations.

13. FOR YOUR SECURITY, YOU AUTHORISE US TO RECORD COMMUNICATIONS THAT WE MAKE

You authorise us to record communications that are carried out relating to the functioning of this contract, being able to use said recordings as a means of proof for any judicial proceeding that could arise.

14. WE MAY YIELD THE CONTRACT AND RIGHTS AND/OR DERIVATIVE OBLIGATIONS

CaixaBank reserves the right to fully or partially yield the rights and obligations derived from contracted products and services. We will make you aware of this using the agreed method with a minimum advance notice of one (1) month. If the yielding of all of the rights and obligations of the contract is not a consequence of a merger, demerger, global assignment of assets and liabilities or another similar structural modification operation, you may oppose this assignment by notifying us within the advance notice period indicated, in which case, the contract will be cancelled immediately.

15. POLICIES REGARDING SANCTIONS, ANTI-MONEY LAUNDERING AND THE FIGHT

AGAINST FRAUD Sanctions policy

We have very strict policies on international economic & financial sanctions, anti-money laundering and terrorism financing, the fight against the fraud and other types of crime, in order to collaborate decisively to maintain the integrity and security of the financial system. As such, as soon as you establish a business relationship with us, you promise to collaborate actively in the application of these policies and you accept that the lack of collaboration may lead to the suspension or cancellation of the contracted products and services.

For the purposes of fulfilling the sanctions policy, you hereby expressly state that:

- Neither you, nor any director, manager, employee, agent, or any other person acting on your behalf, whether that is an individual or an institution, are owned or controlled by:
 - ♦ they are included in laws, regulations, guidelines, resolutions, programmes or restrictive measures with regard to economic and financial international sanctions imposed by the United Nations, the European Union or any of their member states, the Kingdom of Spain and/or the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC)
 - ♦ it is owned or controlled by a Sanctioned Person,
 - ♦ acts directly or indirectly for or on behalf of a Sanctioned Person,
 - ♦ is incorporated, located, has operational headquarters or is living in a country or territory, or whose government is, subject to Sanctions, including, without limitation, North Korea, Iran, Syria, Sudan and South Sudan, etc. and
 - ♦ does not maintain business relationships or carry out transactions with customers of countries, territories or jurisdictions of risk, or that transfer funds to or from such countries, territories or jurisdictions subject to OFAC
- You will not allocate, directly or indirectly, the funds originating from this contract or in any other way make available, or receive, these funds to or from, any subsidiary or Person (of those mentioned in the previous point) with the aim of:
 - ♦ financing any activity or business of or with a Sanctioned Person, in any territory or country that, at the time of using the contracted funds or product is, or its government, subject to the OFAC, or
 - ♦ in any other way that would result in non-compliance with the Sanctions by any Person
 - ♦ You acknowledge and accept our right, as the service provider, to reject transactions, and even to put an end to business relationships, in an immediate way, provided that the circumstances outlined in this section vary or are altered in any way, and/or we are unable to guarantee the application of the sanctions policy, the fulfilment of the applicable regulations, or even the fulfilment of those requirements recommended by the different nationals or international organisations to those with which we have decided to partner for said purposes.

Policies for the prevention of money laundering and financing terrorism. Combatting fraud

For the purposes of the fulfilment of policies for the prevention of money laundering and financing terrorism, fight against fraud and other types of crime, you commit to:

- collaborating actively with us in the application and fulfilment of the due diligence measures derived from the regulations on the prevention of money laundering and financing terrorism, and
- providing us all information and/or documentation deemed necessary during the course of the business relationship for the purposes established in the previous section.

16. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS.

The following is strictly forbidden: the use of our trade names, brands, domain names or other distinguishing signs, distribution, disclosure to third parties, publishing, transformation and decompilation or performance of reverse engineering, as well as the association of said pages or of its contents or services with aggregate pages or services or any other third party on technological platforms, systems and computer programs, databases, graphic designs, contents of our web portal, our software programs or online webpages.

17. LEGISLATION AND COURTS

This contract is subject to Spanish law and falls under the jurisdiction of the Spanish courts.

The pricing appendix for other services is attached at the date of the signing of the contract.

And as proof of consent to the common general terms and conditions, specific general terms and conditions, special terms and conditions and other contents of the contract, the parties sign it in the place and on the date indicated above to a single effect, one copy remaining in possession of each.

Place and date

FEE FOR OTHER SERVICES

CARD: imagin debit

	FEE
BORROWER TYPES THAT APPLY TO THE CREDIT CONTRACT	
Deferment of the outstanding balance:	1.74%/month (APR: 23.00%)
Splitting a cash withdrawal transaction:	1.64%/month (APR: 21.55%)
Split payment of a transaction to acquire goods and services in establishments: <i>(Does not apply to split payment agreements established with card co-issuers)</i>	1.49%/month (APR: 19.42%)
Split payment of a transaction to purchase goods and services at establishments, without interest:	€7.00/split transaction

ATM TRANSACTIONS

DEBIT CASH WITHDRAWALS:	
ATMs/branches of CaixaBank and other national networks:	Exempt
ATMs/branches in other European Economic Area countries:	4.50% (minimum €4.00/per transaction)
ATMs/branches in countries outside the European Economic Area:	4.50% (minimum €4.00/per transaction)
CaixaBank Payments may charge the cardholder for the fee it has to pay the owner of the ATM, either in full or partially, in the event of cash withdrawals carried out using the card.	
CREDIT CASH WITHDRAWALS:	
ATMs/branches of CaixaBank and other national networks:	4.50% (minimum €4.00/per transaction)
ATMs/branches in other European Economic Area countries:	4.50% (minimum €4.00/per transaction)
ATMs/branches in countries outside the European Economic Area:	5.00% (minimum €4.00/per transaction)
CaixaBank Payments may charge the cardholder for the fee it has to pay the owner of the ATM, either in full or partially, in the event of cash withdrawals carried out using the card.	
ENQUIRIES TO VIEW FINANCIAL INFORMATION:	
Enquiries at Servired ATMs:	€1.00/transaction
Enquiries at ATMs of other banks:	€1.00/transaction

COSTS IN THE EVENT OF LATE PAYMENTS

Interest on late payments:	26.52% annual nominal rate
Non-payment claim management fee.	€40.00 for every overdue balance that arises, when the first claim requesting payment is sent in writing.

OTHER SERVICES

Issue of special statements	€4.50/per statement
Financing bills with card	€1.00/per bill
Printing the image provided or requested by the customer on the card.	€8.26/print