

# GENERAL CONDITIONS

## What do these General Conditions cover?

These conditions are **common to all banking services that you are contracting**.

The General Conditions cover these services, and therefore the contract as a whole, in the following aspects: (a) the holder(s); (b) activity by proxy; (c) duration and cancellation of the contract; (d) modification of the contracted conditions; (e) price of the services; (f) withdrawal from the contract; (g) debt compensation or payment; (h) complaints and claims; and (i) notifications.

### 1. THE HOLDER(s)

The party/parties responsible for the contract and who makes the decision

- 1.1. By signing this contract, which is aimed at consumers, you acquire the condition of **'holder'**, and **take on the rights, obligations and responsibilities** indicated below.
- 1.2. **The holder(s)** of the services covered in this contract is/are indicated **at the top of this document**.
- 1.3. You can be the sole holder (individual account) or share joint ownership with other people. If you share joint ownership with other people, you can use the 'several' liability modality or the 'joint' liability modality.
- 1.4. **Several liability** is what we will apply if you do not tell us otherwise; this means that each of the holders can operate by themselves and exercise all the rights of the contract, including cancelling it, unless the law states otherwise.
- 1.5. **Joint responsibility** will only be applied if you request this expressly and appears in the **particular conditions**. This means that all the holders will need to sign and accept all operations.
- 1.6. **If CaixaBank receives contradictory orders repeatedly**, which hinder the management of the account, we may be forced to block the money and suspend the services that we offer, until the holders resolve their differences by mutual agreement or the legal authority determines how to proceed.

Bear in mind that the 'joint account' option is only recommended if you have a high level of trust with the other holders. Therefore, if you have any doubts in this regard, we recommend an individual account.

In certain cases, we may even have to deposit the money with the competent legal authority. In this case, CaixaBank would communicate the specific reason behind the block to the holders.

### 2. ACTIVITY BY PROXY

If you authorise another person to operate in your name

- 2.1. You can **authorise a person** to act as your proxy or legal representative, so that they can **manage the contracted services on your behalf**.

This legal representative will be able to exercise the rights that you have communicated to us with CaixaBank. If the rights have been modified in a public deed or in an official register, and you have not communicated the changes to us, CaixaBank will not consider such modifications.

### 3. DURATION AND CANCELLATION

#### Who can cancel the contract, when and how?

- 3.1. The duration of this contract is **indefinite**. Therefore, it will remain in force unless you or CaixaBank decide to cancel it.
- 3.2. **Both you and CaixaBank can request the cancellation** of the contract at any time, for no particular reason and without the requirement to explain the reasoning.
- 3.3. **If CaixaBank requests the cancellation, we will notify you of this in writing** at least **two months before** the cancellation becomes effective.

Once the contract is cancelled, the balance of your deposit will remain available to you in your usual branch (unless we tell you otherwise), but without accruing interest. You must pay the expenses generated until you retrieve the balance. You will also have to return your payment interests, such as cards, cheque books or similar instruments that we have provided you with.

- 3.4. **If you do not meet the obligations of this contract**, CaixaBank can cancel it immediately. In this case, we will inform you of the reasons for the cancellation, unless prohibited by law.
- 3.5. **If you are the one who cancels the contract, you only need to give 24 hours' notice**. To retrieve your balance, you cannot have any debt with us. CaixaBank reserves the option to use this money to cover any potential outstanding dates (see general condition 7).
- 3.6. **If the contract is cancelled**, we can charge you the proportional amount of the prices and expenses corresponding to the services you have used. If we have charged you the full amount of the prices and expenses in advance, we will reimburse this proportionally.

If there are any outstanding debts derived from overdrafts, service prices, interests or other expenses payable by you, you must pay them immediately.

### 4. MODIFICATIONS

#### How and when can CaixaBank modify the conditions, and what can you do in this respect?

- 4.1. **CaixaBank can propose the modification** of the contract conditions **with prior notice**. To do this, if the modification is applied to a **banking service**, such as the CaixaBankNow service, from CaixaBank, **we must inform you of the modification one month** before it becomes effective. If the **service is governed by the Payment Services Act**, such as a current account, we must give you **two months' notice**.
- 4.2. **If you do not agree with any of these modifications, you have the right to cancel the contract for the service affected by the modification, but you must do so before the date on which the change is applied. Otherwise, the new conditions will apply**. In any case, remember that you always have the right to request the cancellation of the contract.

We will notify you of any modifications to the contract conditions in advance, using the communication method agreed upon with you and with any other holder, in accordance with the 'notifications' clause.

## 5. PRICE

### How much do the services you take out cost?

Remember that you have the Pricing Appendix at the bottom of this contract, which compiles the prices for the most popular services.

- 5.1. The **prices** and the **way in which the services are paid for** are indicated in the **Particular Conditions**, in **condition 13 of the account and in the Pricing Appendix**.

There may be specific services that are not included in the Pricing Appendix and which are also charged. In this case, we will inform you of these prices before you contract the service, and, if you agree, you must accept the price of this service in a separate document.

## 6. WITHDRAWAL

### When and how can you withdraw from a service?

- 6.1. When you have contracted a service electronically (*online*) or at an ATM, you have the **right to withdraw**, i.e., **to terminate or nullify your contract during the first 14 calendar days from the date you contracted it**, without having to inform us of the reason.
- 6.2. You can withdraw in three ways: (a) in any CaixaBank commercial **branch**; (b) through the **CaixaBankNow** digital banking service; and (c) through an **ATM**, if this is how you originally contracted the service.

If you withdraw from the service through **CaixaBankNow**, the steps to follow are:

- > Go to the 'Personal settings' tab, which you will find at the top of the home screen.
- > Select the option 'Withdraw from contracted products', on the right-hand side.
- > Fill in the form that appears with the information of the contract you want to terminate. To do this, you need to use your Coordinates Card and your contract number.

If you terminate the contract at an **ATM**, the steps you need to follow are:

- > Click on the 'CaixaBank products and services' section on the ATM home screen.
- > Go to the 'Withdraw from products or services' tab.
- > Fill in the form that appears with the information of the contract you want to terminate. To do this, you need your card and your contract number.

## 7. CONVENTIONAL COMPENSATION

### What happens with any debts you may have with us?

- 7.1. Compensation is **a way to settle any outstanding debts** you may have with CaixaBank. These debts may be a result of having contracted another CaixaBank service (a loan, a bank guarantee, another account, etc.), or having provided a guarantee, surety or collateral to another person.

7.2. In order for CaixaBank to apply the compensation to the reduction or termination of a debt, **two requirements** must be met:

- > You must have money in your account.
- > You must have a debt due, which is simultaneously:
  - i. Matured: the payment period agreed upon has been surpassed.
  - ii. Liquid: the amount of the debt must be fixed.
  - iii. Enforceable: we can ask you to pay the debt because there is no legal circumstance preventing this.

If these circumstances are met, CaixaBank can **use the balance on your account to reduce or cancel the unpaid debit**, without having to ask you for specific authorisation.

7.3. If there are other holders as well as you, CaixaBank may use the full balance deposited to pay off the debt of just one holder.

7.4. **If the debt is derived from this contract** and there is not enough money in the account to cover it, CaixaBank can **make up for it using the balances of other accounts** for which you are the holder or joint holder.

CaixaBank can also make up for it, up to the amount of the debit, by **cancelling a term deposit** for which you are the holder or joint holder in advance, or by **selling securities** deposited in CaixaBank in your name, provided that the expenses or damages caused are not disproportionate with respect to the amount of the unpaid debt.

You are responsible for paying the expenses derived from these operations.

7.5. We will inform you of the compensation through the communication channels that we have agreed upon with you.

## **8. LAW APPLICABLE TO THIS CONTRACT. COMPLAINTS AND CLAIMS**

### How can you send us complaints and claims?

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

8.2. You can **send us your complaints or claims through any of the following channels:**

- > CaixaBank Customer Services, located at Carrer Pintor Sorolla, 2-4, 46002, València
- > by email: [servicio.cliente@caixabank.com](mailto:servicio.cliente@caixabank.com),
- > the dedicated form that you can find under 'Complaints' on the CaixaBank website: [www.CaixaBank.es](http://www.CaixaBank.es)
- > in any of our branches.

8.3. If CaixaBank has not responded within fifteen days after you sent your complaint (or 1 month if CaixaBank informs you of this extended period along with the reasons why); or if it has not accepted it or has dismissed it, you have the right to file it with the Complaints Service of the Bank of Spain

(Servicio de Reclamaciones del Banco de España), Calle Alcalá, 50, 28014 Madrid, or on their website: [www.bde.es](http://www.bde.es).

## 9. NOTIFICATIONS

### How we send notifications

- 9.1. CaixaBank **will send you notifications regarding the services you contract through the CaixaBankNow digital banking service**. We may also send you notifications by email or over the phone to inform you on aspects related to the bank (such as advisories, operational incidents or security matters).
- 9.2. If you do not have CaixaBankNow, we will post notifications to the address you have indicated. If you have CaixaBankNow but would prefer for us to send you notifications by post, you can request this. In this case, **we will charge you the cost of sending the notification in the post**.
- 9.3. **All of the channels** mentioned above are considered valid means for sending **verifiable notifications**, in the same way that a registered fax would be. Bear in mind that these notifications allow us to prove that you have received them before third parties, such as courts or other authorities.
- 9.4. You **commit to notify** CaixaBank, as soon as possible, of any variation related to your personal data, and, in particular, your contact details: phone number, email address and postal address.
- 9.5. You have a free customer service telephone line at your disposal to report any incident or complaint: 900 40 40 90.

It is important that you check the notifications we send to you through the CaixaBankNow digital banking service at least once per month. It takes 5 minutes, and can prevent a lot of surprises.

## 10. MOBILE ALERTS

### What notifications do we send to your mobile phone?

- 10.1. Through the alerts service, you will receive alerts on transactions, movements, variations, etc. that affect your money or positions to your mobile phone.
- 10.2. There are alerts for the different services that we offer: your account, your card, your stock market assets, etc.
- 10.3. The alerts have an associated cost. Only some of them are free.

# TERMS AND CONDITIONS OF CAIXABANKNOW

## What do these CaixaBankNow Terms and Conditions cover?

These terms and conditions cover the **CaixaBankNow digital banking service** (hereinafter, 'CaixaBankNow').

This service allows you to perform different banking operations through a range of digital channels, without having to go to your branch.

CaixaBankNow lets you use the majority of CaixaBank services, as well as those of other entities of the group or other entities with which CaixaBank has a collaboration agreement. These entities include: Comercia Global Payments Entidad de Pago, S.L., CaixaBank Payments & Consumer, E.F.C., E.P., S.A.U., GLOBAL PAYMENTS MONEYTOPAY, EDE, S.L., Nuevo Micro Bank, S.A.U., SegurCaixa Adeslas, S. A. de Seguros y Reaseguros, VidaCaixa S. A., Sociedad Unipersonal and InverCaixa Gestión SGIICC, SAU.

Hereinafter, when we refer to CaixaBank, this will be understood to include all of these entities.

The **services** that you can access through CaixaBankNow are:

- > **Queries:** you can access the information on products and services contracted with CaixaBank.
- > **Execute orders:** you can perform different banking transactions, such as transfer funds, pay taxes or block cards.
- > **Contracting new services:** this allows you to contract a new service. To do this, you must follow the instructions laid out on the different screens. These screens also include the contractual information of the service that you want to contract, so that you can consequently give your consent with an electronic signature (see condition 4 of CaixaBankNow).
- > **MailBox:** this is the digital inbox where we send all correspondence related to the services you have contracted. You need to check it often, as we use it to send information that is relevant to you.

### 1. USER

#### Who can use CaixaBankNow?

- 1.1. As a general rule, only you can use your **CaixaBankNow** to operate with the services you have contracted with CaixaBank, and for which you are the sole holder.

If you have contracted a service with a co-holder that requires a joint signature, in order to operate in CaixaBankNow, we will also ask the other person to sign the transaction from their CaixaBankNow.

- 1.2. **You can also appoint other people so that they can use your CaixaBankNow:**

- > **Authorised users:** you authorise these people to access your CaixaBankNow at the Basic Access, Query or Query and preparation levels (see the next point), unless you indicate otherwise.

This authorisation expires as soon as the period of time you have specified elapses, or if you tell us that you want to withdraw it.

It is important that you explain to your authorised users what their obligations are. See condition 6 of CaixaBankNow in particular.

It is also important for you to report any circumstance that may affect the identification, faculties, powers or authorisation of authorised users to us as soon as possible, so that we can avoid fraudulent use of the service.

- > **Customised users:** you can decide on the level of access that you grant to these people, according to the following levels:
  - > **Basic:** this allows the user to submit documents for different operations, such as direct debits, transfers, etc., which require the signature of the holder or of a user with full powers.

The purpose is for the user to prepare operations so that you, as the holder, can subsequently consent to them.
  - > **Queries:** this allows the user to consult the services contracted and how they operate.
  - > **Query and preparation:** this is a combination of the previous two levels.
  - > **All purposes:** the user can access all the services offered by CaixaBankNow.
  - > **Specific:** the user can have different levels of access according to the type of service: current account, investment fund, insurance, etc.

## 2. ACCESS TO THE SERVICE

### How can you use CaixaBankNow?

- 2.1. **You can use CaixaBankNow on your personal computer, your mobile phone, your tablet or any other device with an internet connection** that meets the technical requirements of CaixaBank. You can do this on the website: [www.CaixaBank.es](http://www.CaixaBank.es), or using the CaixaBank app, which you can download from this website, under the CaixaBankMobile Store section.
- 2.2. Whenever you access CaixaBankNow, you will need to enter your username and the passwords that CaixaBank will have previously provided you with.
- 2.3. Some of the features of CaixaBankNow may be limited depending on the device you are using.
- 2.4. It is possible for aggregate payment institutions, or other third parties that you authorise, to access CaixaBankNow. **We can deny their access** if we have reason to suspect **that you have not actually authorised them or that they are acting fraudulently**. If we block their access, we will communicate this to you and the Bank of Spain.

### 3. SAFETY

## The security that CaixaBankNow offers and how to maintain it

- 3.1. To access CaixaBankNow, you must **enter a security code or password** that you will have chosen previously.

If you enter your password incorrectly more than 3 times, CaixaBank will block your access to CaixaBankNow.

- 3.2. As a general rule, **to carry out any operation that requires access to your funds**, such as a transfer, or that requires obligations to be incurred with CaixaBank, such as taking out a loan, CaixaBank will also ask you for:

- > **a second code**: this code may be available on a numerical codes card (Codes Card), through a code that we send to your mobile phone, or a verification that shows that the device you are using belongs to you, **by presenting one of your unique features**, such as your fingerprint.
- > CaixaBank may modify the signature or security methods according to the state of the art. In this case, we will inform you of what these changes consist in.

- 3.3. **You must comply with some basic measures to protect yourself:**

- > **Do not provide your passwords to other people, leave them in sight or allow other people to find out what they are.** We recommend that you do the following: (a) do not store your access codes on the device itself, neither physically or digitally; (b) use an updated antivirus; and (c) never use links to the CaixaBank website found in an email or on third-party websites.
- > **If you know or suspect that someone has access to your passwords or codes**, or your mobile phone, and that they may know the second security code, you must communicate this to CaixaBank immediately so that we can take measures to avoid new accesses.

You can do this by going to any CaixaBank branch, or by calling the free customer services line, 900 32 32 32.

When you use CaixaBankNow, you will see a table in the bottom left corner that tells you when you last accessed the service, as well as all your accesses that month. This can be helpful to identify whether an unauthorised third party is using your CaixaBankNow.

- > CaixaBankNow also gives you options to increase the security of your online payments. For example, you can block payments from being made with your card on web pages, or from payments being made in foreign countries. You can also tell us to always request an additional security code.
- > In some cases where we ask you for two security codes, you can also ask us to stop requiring one of them. This can happen if you tell us that an account is trusted (e.g. because you know the account holder and you know that you will not have any issues if you need to retrieve the money back from them).

Your telephone number is very important: it is a channel through which we will send your security passwords and other alerts.

For this reason, if you change your phone number, you need to inform us as soon as possible.

Remember:  
Do not store your access codes on the device itself, neither physically or digitally.  
Call CaixaBank immediately if you suspect that someone has access to your passwords or codes.  
We will assist you on the free customer services line, 900 32 32 32.



- 3.4. You can find more detailed explanations and **advice on the security of this service under the 'Security' tab on the CaixaBank website**. We will also send you notifications on security-related aspects so that you can stay up to date with any updates.
- 3.5. Finally, CaixaBank can decide not to execute a transaction if it detects that the person receiving the money may be committing offences (such as scams or fraud). In this case, we will notify you.

#### 4. CONSENT

### How to authorise a transaction through CaixaBankNow

- 4.1. **To execute a transaction** or contract a new service, CaixaBankNow will ask you to perform the following actions:

- > **Enter the codes** that we will have given you in advance (see Condition 2 of CaixaBankNow).
- > **Confirm the transaction** by activating the corresponding confirmation button (or similar).

You will always have the opportunity to cancel the transaction and return to the home screen prior to confirmation.

The software environment will not ask you for the code to carry out certain transactions that do not represent a risk to you, such as transfers to other accounts that you own, or trusted accounts.

- 4.2. For CaixaBank, entering personal and non-transferable security codes, together with the confirmation of the transaction, means that you authorise a transaction to take place or a service to be contracted. This constitutes the **electronic signature** of the document.

#### 5. AVAILABILITY

### When you can use CaixaBankNow

- 5.1. CaixaBankNow is a service available **24 hours a day, 365 days a year**.

Nevertheless, CaixaBank is obliged to suspend or interrupt the service in situations such as the following: (a) if we suspect that your identity has been stolen; (b) if we detect security problems or cases of inappropriate use of the service (c) if you do not meet your obligations; (d) if we are implementing improvements or modifications in CaixaBankNow.

In these cases, we will inform you of these circumstances as soon as possible, as well as the reasons behind the decision. Wherever possible, we will communicate this to you before the service is interrupted.

Trusted accounts are accounts belonging to other people that you operate with regularly, and for which you can ask us to reduce the security measures that we adopt. In this case, we will not ask you for additional codes beyond the primary password to access your digital banking.

An electronic signature has the same value as a written one. Therefore, transactions or contracts that are signed electronically through CaixaBankNow are equally valid as those that you sign physically.

## 6. DEFINED

### What are your obligations and responsibilities and those of CaixaBank?

CaixaBank will never ask you to tell us your access codes to CaixaBankNow.

#### **You must meet the following obligations:**

- 6.1. You must use and safeguard your access codes to CaixaBankNow, provided to you by CaixaBank, appropriately, to prevent other people from finding out what they are.
- 6.2. If you detect any incident that may affect the security of CaixaBankNow or the transaction you are carrying out, you must inform CaixaBank immediately, so that we can adopt the appropriate measures to prevent unauthorised usage.

To safeguard the confidentiality and security of the system, we may ask you to also confirm transactions in writing.

- 6.3. If there is an unjustified delay in you communicating a security incident to us, you must assume the harm and damages derived from unauthorised access to your CaixaBankNow.
- 6.4. Neither you nor any authorised user can use this service in a manner that is contrary to the provisions of this contract or for illegal purposes. It is also forbidden for you to take advantage of operational errors or loopholes that this service may suffer.
- 6.5. You may not reproduce the CaixaBankNow system, distribute it, transfer it to third parties or disclose it publicly, nor adapt it or break it down for your own benefit.

It is also forbidden to reverse engineer any content related to CaixaBankNow.

Neither is it permitted to use commercial names, trademarks, domain names or other distinguishing signs of CaixaBank or other groups of the company or third parties, which are included on the CaixaBank website.

#### **CaixaBank must meet the following obligations:**

- 6.6. Provide you, or, where relevant, the authorised user, with the username, passwords or codes required to operate.
- 6.7. Maintain the secrecy of the password or codes related to the service, as well as any other code that we provide to you or the authorised user.
- 6.8. Accept your instructions for payment, purchases, etc., which have either been requested or already executed.
- 6.9. Uphold the appropriate functioning of the service.

Remember, CaixaBank uses the data that you provide us to execute orders. Any incorrect or faulty execution of orders that use these data is not CaixaBank's responsibility.

CaixaBank is not responsible for outage times, errors, losses of information, breaches of confidentiality and other people's access to the information included in CaixaBankNow, when they take place as a result of exceptional and unforeseeable circumstances beyond the control of CaixaBank. Examples of such circumstances include natural disasters, internet access interruptions caused by the telephone company or cyber attacks on your personal computer.

- 6.10. Block access to the service if you inform us that unauthorised persons have accessed it.

## **7. PRICE**

### How much does CaixaBankNow cost?

- 7.1. The cost of the CaixaBankNow service is specified in the Particular Conditions.

The services that you request through CaixaBankNow have their own price, established in the conditions that we have agreed upon in this contract.