



# Terms and Conditions for Credit Cards

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The present translation is provided purely for the customer's convenience. The original German text of the Terms and Conditions for Credit Cards of Deutsche Bank Privat- und Geschäftskunden AG/ Deutsche Bank AG (Bedingungen für die Kreditkarten der Deutsche Bank Privat- und Geschäftskunden AG und Deutsche Bank AG) is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings or interpretations, the respective German versions shall govern exclusively.

The following terms and conditions apply to the credit cards of Deutsche Bank Privat- und Geschäftskunden AG and Deutsche Bank AG (hereinafter jointly referred to as the „Bank“).

## I Payment-related use

### 1 Possible uses

(1) The Mastercard and VISA cards issued by the Bank (hereinafter referred to as „Cards“) may be used by the card holder in Germany and, as an additional service, abroad as part of the Mastercard and VISA association: – at contractual merchants to make store and online purchases; and – also, as an additional service, to make cash withdrawals at cash dispensers (ATMs) and at bank counters, where identification has to be presented in addition to the Card (cash service).

The contractual merchants as well as the banks and ATMs that offer this cash service can be identified by the acceptance symbols on the Card. If any additional services are provided with the Card (e.g. insurance), these shall be subject to respectively applicable separate regulations.

(2) Any Card issued as a BusinessCard may only be used for business purposes.

### 2 Personal Identification Number (PIN)

(1) A Personal Identification Number (PIN) will be issued to the card holder for the Card to use at ATMs and point-of-sales (POS) terminals.

(2) If the PIN must be entered to use the Card at ATMs and POS terminals, the Card may no longer be used once the PIN has been entered incorrectly three times in a row. In this case, the card holder should contact his or her Bank, where possible the account-keeping unit.

### 3 Card holder's authorisation of Card payments

(1) When using the Card, the card holder must either:

- sign a voucher that the contractual merchant has transferred the Card data to,
- enter the PIN at ATMs and POS terminals, or
- for orders placed online or over the telephone, provide the Card number, the expiry date and, where applicable, the Card security code.

For contactless payments through POS terminals, the Card must be held up to a card reader. Under certain circumstances, it is not necessary to enter a PIN or sign a receipt for small purchases.

For online payments, a contractual merchant may ensure that the Card number is being used by the lawful card holder by means of 3D secure authentication. Separate conditions will be agreed with the card holder in relation to this.

(2) By using the Card, the card holder authorises the execution of a Card payment. If a PIN, signature or other Personalised Security Feature is also required for this, approval shall only be given once the card holder has provided the required authorisation. Once the approval has been issued, the card holder can no longer revoke the Card payment. By giving such authorisation, the card holder also expressly consents to the Bank processing, transmitting and storing his or her personal data required to execute the Card payment.

### 4 Placing a hold on available funds

The Bank is entitled to place a hold on available funds in the card holder's account in keeping with the financial limit on Card use (see I.7) if:

- the payment transaction was initiated by the payee, and
- the card holder has also approved the exact amount of the funds to be held.

Without prejudice to other statutory or contractual rights, the Bank will release the held funds without undue delay after it is notified of the exact payment amount or the payment order is received.

### 5 Bank's rejection of Card payments

The Bank is entitled to reject a Card payment if:

- the card holder has not verified his or her identity using a PIN,
- the Card's disposal limit applicable to the Card payment or the financial limit on the Card's use has not been observed, or
- the Card has been blocked.

The card holder shall be notified of the rejection of the payment through the terminal where the Card is used or in the course of the online payment process.

### 6 Execution times

The payment procedure shall be initiated by the beneficiary. Once the Bank receives the payment order, it must ensure that the Card payment amount is received by the beneficiary's payment services provider at the latest within the period specified in the „List of Prices and Services“.

### 7 Financial limit on Card use

The card holder may only use the Card within the Card's disposal limit and only in such a way that ensures Card charges will be settled when due. The card holder can agree with the Bank on a change to his or her disposal limit for the Card.

Even if the card holder does not comply with the financial limit on the Card's use, the Bank shall be entitled to demand reimbursement of the expenses arising from the use of the Card. The approval of individual Card charges does not result in a loan being extended, nor in a previously agreed credit limit being increased, but is carried out in the expectation that it is ensured that the Card charges will be settled when due.

If the funds available on the account or under a credit facility previously agreed for the account are insufficient to cover Card charges when booked, such booking leads only to an overrun on the account balance.

### 8 Card holder's duties of care and cooperation

#### 8.1 Signature

Upon receiving the Card, the card holder must sign it without delay using the signature field.

#### 8.2 Careful safekeeping of the Card

Special care is to be exercised in the safekeeping of the Card to prevent it from being lost or misused. In particular, the Card must not be left unattended in a motor vehicle. Any person in possession of the Card is capable of misusing it to conclude transactions.

#### 8.3 Secrecy obligations

The card holder must also ensure that his or her Personal Identification Number or Personalised Security Feature for 3D secure authentication does not become known to any other person. In particular, the PIN must not be noted on the Card or kept with it in any other way. Anyone who knows the PIN and obtains possession of the Card, or who knows the Card number and the Personalised Security Feature, can conduct unauthorised transactions (e.g. withdraw cash at ATMs or initiate an online payment).

#### 8.4 Card holder's notification and reporting obligations

(1) If the card holder discovers the loss, theft or misuse of the Card or PIN, to conclude transactions, he or she must inform the Bank, where possible the account-keeping unit, or a representative office of the Mastercard or VISA system without delay so that the Card can be blocked. The card holder will be separately notified of the contact details for making such blocking requests. The card holder must immediately notify the police if the Card is misused or stolen.

(2) If the card holder suspects that another person has wrongfully taken possession of the Card, or that the Card, PIN or other Personalised Security Feature has been used in a fraudulent or unauthorised manner, he or she is obliged to report this and have the Card blocked without delay. The Bank shall charge the card holder the fee specified in the Bank's „List of Prices and Services“ for the replacement of a lost, stolen or misused Card, or Card otherwise used in an unauthorised manner. This fee in any event covers the costs solely and directly associated with replacing the Card. The preceding Sentence shall not apply if the Bank is legally responsible or answerable for the circumstances that led to the issue of the replacement Card.

(3) If the card holder discovers an unauthorised or incorrectly executed Card transaction, he or she must notify the Bank of this immediately.



### 9 Card holder's payment obligation

The Bank has an obligation towards contractual merchants and banks that accept the Card for cash withdrawals at counters or ATMs to settle the transactions executed by the card holder with the Card.

The Bank shall notify the card holder at least once a month in the manner agreed of all the expenses incurred in connection with the settlement of the Card transactions. Subject to previous agreement with the card holder, the Bank can provide this information in the form of a collected invoice to be retrieved electronically. For card holders who are not consumers, the method and frequency of the notification shall be agreed separately. The invoiced amount shall be payable once the invoice is issued to the card holder and shall be debited from the agreed billing account. The Bank reserves the right to debit cash withdrawals including fees incurred for this as immediately payable from the agreed billing account directly. Objections and other complaints of the card holder based on their contractual relationship with the contractual merchant where the Card was used are to be asserted directly against the contractual merchant.

### 10 Conversion of foreign currencies

If the card holder uses the Card for transactions not denominated in euros, the account shall still be debited in euros. The conversion rate for foreign currency transactions is determined on the basis of the "List of Prices and Services". Any change in the reference exchange rate specified in the conversion conditions will become effective immediately and without prior notification of the card holder.

### 11 Charges and expenses

(1) Fees and expenses that the card holder must pay to the Bank are specified in the Bank's "List of Prices and Services".

(2) Any changes to these fees will be proposed to the card holder in text form no later than two months before the date on which the changes are scheduled to take effect. If the card holder has agreed with the Bank that communications relating to his or her business relationship will take place electronically (e.g. online banking), the changes may also be proposed through this channel. The card holder may either approve or indicate disapproval of the changes before their proposed date of entry into force. The card holder's approval shall be deemed to have been given if he or she does not raise any objections prior to the date on which the changes are scheduled to take effect. The Bank will expressly draw attention to this tacit approval when proposing the planned changes.

(3) If changes to fees are proposed to the card holder, he or she may terminate the business relationship free of charge and with immediate effect prior to the date on which the changes are scheduled to come into force. The Bank will specifically draw the card holder's attention to this right of termination when making the proposal.

(4) The provisions under Section 12 (1) to (6) of the General Business Conditions for Banks (AGB-Banken) continue to apply to fees and their changes for payments by card holders who are not consumers.

### 12 Card holder's claims for refunds, correction and damages

#### 12.1 Refund of unauthorised Card transactions

In the event of an unauthorised Card transaction in the form of:

– the withdrawal of cash or

– the use of the Card at a contractual merchant,

the Bank shall not have any claim against the card holder to a refund of its expenses. The Bank shall be obliged to refund the amount to the card holder without any deductions. If the amount has been debited from an account, the Bank shall restore the balance of this account to what it would have been without the unauthorised Card transaction. This obligation must be satisfied in accordance with the "List of Prices and Services" by no later than the end of the business day following the day on which the Bank was notified or otherwise learned that the Card payment was unauthorised. If the Bank has notified any competent authority in writing that it has legitimate grounds to suspect fraudulent conduct on the part of the card holder, the Bank shall review and perform its obligation under Sentence 2 without delay if the suspected fraud is not confirmed.

#### 12.2 Claims for non-execution, incorrect or late execution of an authorised Card transaction

(1) In the event of the non-execution or incorrect execution of an authorised Card payment in the form of:

– the withdrawal of cash; or

– the use of the Card at a contractual merchant,

the card holder may demand that the payment amount be refunded by the Bank without delay and without deductions if the Card payment was not performed or was incorrectly executed. If the amount has been debited from an account, the Bank shall restore the balance of this account to what it would have been without the Card payment that was not performed or was incorrectly executed.

(2) In addition to Paragraph 1 above, the card holder may also demand that the Bank reimburse any fees and interest invoiced or debited from his or her account in connection with the authorised Card transaction that was not performed or was incorrectly executed.

(3) If the payment was received by the beneficiary's payment service provider only after expiry of the execution period pursuant to Section 1.6 (delay), the beneficiary may require his or her payment service provider to credit the payment amount to the beneficiary's account as though the Card payment had been properly executed. The obligation under Sentence 1 shall not apply if the card holder is not a consumer.

(4) If an authorised Card transaction was not performed or was incorrectly executed, the Bank will, at the card holder's request, trace the Card transaction and report the result to the card holder.

#### 12.3 Card holder claims for damages due to an unauthorised Card transaction or an authorised Card transaction that was not performed or was incorrectly executed

In the event of an unauthorised Card transaction, or if an authorised Card transaction was not performed, was incorrectly executed or executed late, the card holder may demand reimbursement from the Bank of a loss not already covered by Sections 12.1 and 12.2. This does not apply if the Bank is not responsible for the breach of duty. The Bank shall be liable, in this regard, for any fault on the part of an intermediary institution to the same extent as for any fault on its own part, unless the main cause of the loss or damage lies with an intermediary institution specified by the card holder. If the card holder is not a consumer, or if the Card is used in a country other than Germany or outside the European Economic Area (EEA)<sup>1</sup>, the Bank's liability for fault by an agent involved in the processing of the payment transaction is limited to the careful selection and instruction of such agent. If the card holder has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the Bank and the card holder are to bear the loss or damage. Liability pursuant to this Paragraph is limited to EUR 12,500 per Card transaction.

This limitation on liability shall not apply:

– to Card transactions not authorised by the card holder,

– to cases of wilful intent or gross negligence on the part of the Bank,

– risks expressly assumed by the Bank, and

– to interest losses the card holder incurs if he or she is a consumer.

#### 12.4 Deadline for the assertion of claims pursuant to Sections 12.1 to 12.3

Claims against the Bank pursuant to Sections 12.1 to 12.3 are excluded if the card holder does not notify the Bank without delay, at the latest, within a period of 13 months after the day of the Card payment debit booking, that this involves an unauthorised, not executed or incorrectly executed Card payment. This 13-month period shall only commence if the Bank has notified the card holder of the debit booking resulting from the Card payment by the means agreed for transaction statements by no later than one month after the debit booking. Otherwise, this period shall begin with the date of the notification. The card holder may also assert liability claims pursuant to Section 12.3 after expiry of the period specified in Sentence 1 if, through no fault of his or her own, he or she was prevented from complying with this deadline.

#### 12.5 Claim to a refund for an authorised Card payment without precise specification of the amount and the deadline for asserting the claim.

(1) The card holder may demand the full and immediate refund of the payment amount from the Bank if he or she has authorised a Card payment at a contractual merchant in such a way that:

– the precise amount was not specified in the authorisation; and

– the payment transaction exceeds the amount that could have been expected based on the card holder's previous spending habits, the contents of the Card agreement and the respective circumstances of the individual case. Reasons in connection with a possible currency conversion are not considered here if the agreed exchange rate was used.



- (2) The card holder is obliged to present to the Bank the material circumstances upon which he or she is basing his or her refund claim.
- (3) The claim to a refund is excluded if it is not asserted against the Bank within eight weeks after the debiting of the transaction to the billing account.

#### 12.6 Preclusion of liability and objections

A card holder's claims against the Bank pursuant to Sections 12.1 to 12.5 are excluded if the reasons establishing a claim:

- are based on an exceptional or unforeseeable event on which the Bank has no influence and the consequences of which could not have been avoided even by exercising due diligence, or
- were brought about by the Bank as a result of a statutory obligation.

#### 13 Card holder's liability for unauthorised Card transactions

##### 13.1 Card holder's liability until the blocking request

(1) If the card holder loses the Card or PIN, if these are stolen or otherwise misplaced, or the Card is otherwise misused and a Card transaction takes place that was not authorised by the card holder in the form of:

- the withdrawal of cash; or
- the use of the Card at a contractual merchant

the card holder shall be liable for damages caused up until the time of the request to block the Card, pursuant to Paragraph 3, only if he or she has violated his or her obligations with intent or through gross negligence.

(2) The same applies if, prior to the request to block the Card, an unauthorised Card transaction takes place without the existence of the loss, theft, other misplacement or other misuse of the Card and/or PIN.

(3) The card holder shall not be liable under Paragraphs 1 and 2 if:

- there was no opportunity for the card holder to notice the loss, theft, misplacement or other misuse of the Card prior to the unauthorised Card transaction, or
- the loss of the Card was caused by an employee, an agent, a branch of the Bank or another agency to which the activities of the Bank were outsourced.

(4) If, prior to the request to block the Card, an unauthorised transaction takes place and the card holder has acted with fraudulent intent or violated his or her obligations of due care pursuant to these conditions through intent or gross negligence, the card holder shall be liable for the full amount of the damages incurred as a result. Gross negligence on the part of the card holder may exist, in particular, if:

- he or she is at fault for not reporting the loss or theft of the Card and/or PIN or unauthorised disposal to the Bank or a representative of the Mastercard or VISA association without undue delay after learning thereof,
- he or she noted the PIN on the Card or kept it together with the Card (e.g., kept the Card and the original PIN notification letter in the same place),

or

- he or she disclosed the PIN to another person and this led to its misuse.

(5) The liability for damages caused within the period in which the disposal limit is effective is limited in each case to the disposal limit applicable to the Card.

(6) The card holder is not obliged to reimburse the damage pursuant to Paragraphs 1, 4 and 5 if the card holder was not able to place a blocking request because the Bank failed to provide such a service.

(7) If, despite having an obligation to do so, the Bank did not require strong customer authentication as defined in Section 1 (24) of the German Payment Services Supervision Act (Zahlungsdienstenaufsichtsgesetz) for Card payments made online, or if the beneficiary or their payment service provider refused to accept it, then notwithstanding Paragraphs 1, 4 and 5, the liability of the card holder and of the Bank shall be governed by Section 675v (4) of the German Civil Code (Bürgerliches Gesetzbuch). Specifically, strong customer authentication requires the use of two separate and independent elements from the categories of knowledge (something the card holder knows, e.g. PIN), possession (something the card holder has in their possession, e.g. the Card) or inherent characteristics (something personal to the card holder, e.g. fingerprints).

(8) Paragraphs 3 and 5 to 7 shall not apply if the card holder has acted with fraudulent intent.

##### 13.2 Card holder's liability as of the request to block the Card

As soon as the loss or theft of the Card, the misuse or any other unauthorised use of the Card, PIN or Personalised Security Feature has been notified to the Bank or a representative of the Mastercard or VISA system, the Bank shall cover all of the damages incurred through transactions in the form of:

- the withdrawal of cash; or
- the use of the Card at a contractual merchant.

If the card holder acts with fraudulent intent, he or she shall cover the damages incurred even after the request to block the Card.

#### 14 Joint and several liability of multiple applicants

(1) Where a joint application has been made for a Card, the applicants are liable for the respective obligations as joint and multiple debtors, i.e. the Bank can demand settlement of all claims from each applicant.

Each applicant may end the contractual relationship by giving notice, but only with effect for all applicants.

Each applicant must make sure the Card issued to them is returned to the Bank without delay when the termination becomes effective. The expenses arising from the continued use of the terminated Card before it is returned to the Bank must also be borne by the applicants on a joint and multiple basis. This notwithstanding, the Bank will take reasonable measures to prevent transactions using the terminated Card after termination has been announced.

(2) Notwithstanding Paragraph 1 above, in the case of BusinessCards, the holder of a BusinessCard is jointly and severally liable only for his or her own transactions made using the BusinessCard.

#### 15 Ownership and validity of the Card

The Card remains the property of the Bank. It is not transferable. The Card is only valid for the period specified on the Card.

The Bank is entitled to demand the return of the old Card upon delivery of a new Card, or at the latest upon expiry of the old Card. If the entitlement to use the Card ends earlier (e.g. due to termination of the Card agreement), the card holder must return the Card to the Bank without delay. The card holder is responsible for having any company-generated additional applications stored on the Card removed without delay by the company that installed the additional application on the Card. The possibility to continue using a Bank-generated additional application is subject to the contractual relationship between the card holder and the Bank.

The Bank reserves the right to exchange the Card for a new one during the Card's period of validity; the card holder shall incur no costs as a result.

#### 16 Termination right of the card holder

The card holder may terminate the Card agreement at any time without having to observe a period of notice.

#### 17 Termination right of the Bank

The Bank may terminate the Card agreement subject to a reasonable period of notice of no less than two months. The Bank will terminate the Card agreement with a longer period of notice if this is called for by giving due consideration to the legitimate interests of the card holder.

The Bank may terminate the Card agreement with immediate effect if there is reasonable cause which makes it unreasonable to expect the Bank to continue the agreement, even after due consideration of the card holder's legitimate interests.

Such a reason shall particularly exist if the card holder gave incorrect information on his or her financial situation and the Bank based its decision to conclude the Card agreement on this information, or if the card holder's financial situation deteriorates or is at risk of deteriorating seriously and the fulfilment of the obligations to the Bank under the Card agreement is therefore endangered.

#### 18 Termination consequences

The Card may no longer be used once termination becomes effective. The card holder must return the Card to the Bank without delay and without being requesting to do so by the Bank.

The card holder is responsible for having any company-generated additional applications stored on the Card removed without delay by the company that installed the additional application on the Card. The possibility for the continued use of a Bank-generated additional application is subject to the rules governing this additional application.

#### 19 Retaining and blocking of the Card

(1) The Bank may have the Card blocked or withdrawn (e.g. by a cash dispenser):

- if the Bank is entitled to terminate the Card agreement for reasonable cause,
- if this is justified by material reasons in connection with Card security, or
- if there is the suspicion of unauthorised or fraudulent use of the Card.



The Bank will notify the card holder of the block along with the material reasons for this, if possible before the block, but without delay after the block at the latest. At the card holder's request, the Bank will replace the Card with a new Card once the reasons for the block no longer exist. The Bank will also notify the card holder of this without delay.

#### **II Amendments to these Terms and Conditions**

Any amendments to these Terms and Conditions will be proposed to the card holder in text form no later than two months prior to the date the proposed amendments are scheduled to take effect. If the card holder has agreed with the Bank that communications relating to his or her business relationship are to take place electronically (e. g. online banking), the amendments may also be proposed through this channel. The customer may either approve or indicate disapproval of the amendments before their proposed date of entry into force. The card holder's approval shall be deemed to have been given if he or she does not raise any objections prior to the date on which the amendments are scheduled to take effect. The Bank will expressly draw the client's attention to this means of approval in its proposal.

If amendments to these Terms and Conditions are proposed to the card holder, the card holder may terminate the business relationship free of charge and with immediate effect before the date the proposed amendments are scheduled to take effect. The Bank will expressly draw attention to this right of termination when it informs the card holder of the planned amendments.

#### **III Insurance conditions**

For a Card with added insurance coverage, the conditions of insurance, explanations and notices relating to the respective Card, which the card holder has received separately in the form of confirmations of insurance, shall apply. If a card holder has two or more Cards issued by the Bank, the insurance benefits are rendered not per Card, but per card holder.

<sup>1</sup> Current EEA member countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, United Kingdom of Great Britain and Northern Ireland.