



Terms and Conditions for Debit Cards of Deutsche Bank AG (hereinafter referred to as the "Bank") As of January 2025

The present translation is provided for the customer's convenience only. The original German text of the Terms and Conditions for Debit Cards of Deutsche Bank AG (Bedingungen für die Debitkarten der 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 German text, constructions, meanings or interpretations shall govern exclusively.

A Guaranteed types of payment and other service functions

1 Applicability

Provided the debit card is equipped with the necessary features, the debit card holder may use his or her debit card for the following payment transactions:

1 In combination with a Personal Identification Number (PIN) in German debit card systems:

- To withdraw cash from ATMs displaying the girocard logo and forming part of the German cash dispenser system.
- To make cashless payments at retail stores and other service providers using point-of-sale payment terminals (POS terminals) which show the girocard logo and forming part of the German girocard system.
- To top up orders and print out customer-related information at DB banking terminals.

2 In combination with a Personal Identification Number (PIN) in foreign debit card systems:

- To withdraw cash from ATMs operated by a foreign cash dispenser system, provided the debit card is equipped for this.
- To make cashless payments at retail stores and other service providers using POS terminals operated by a foreign system, provided the debit card is equipped for this.

Debit card acceptance in foreign system falls under the acceptance logo effective for that system.

3 Without a Personal Identification Number (PIN):

- To make contactless payments at retail stores and other service providers using POS terminals displaying the girocard logo and forming part of the German electronic cash system, where the POS terminal for the contactless payment does not require a PIN to be entered for low value transactions.
- To make contactless payments at retail stores and other service providers using POS terminals operated by a foreign debit card system, where the POS terminal for the contactless payment does not require a PIN to be entered for low value transactions. Debit card acceptance in a non-German system falls under the acceptance logo effective for that system.
- To make electronic remote payments via the internet at retail stores and other service providers (online payments). When making online payments, the relevant special authentication process for online payments is used instead of the PIN.
- To print out, in particular, account statements at DB banking terminals
- To make cash deposits up to a certain limit prescribed by the Bank at DB banking terminals equipped with a deposit function.
- As a storage medium without any guarantee on the part of the Bank for this function for:
 - additional (non-payment) applications of the Bank, subject to the rules agreed with the Bank (Bank-specific additional application); or
 - additional (non-payment) applications of a retail merchant or service company, subject to the contract concluded by the debit card holder with said company (company-specific additional application).

II General Rules

1 Debit card holder and account authorisation

The debit card is valid for the indicated account only. The debit card may only be issued in the name of the account holder or a person authorised to operate the account by the account holder.

Should the account holder revoke this account authorisation, it is his or her responsibility to ensure that any debit card issued to such authorised person is returned to the Bank. Once account authorisation has been cancelled, the Bank will have the debit card blocked electronically. A company-specific additional application can only be blocked by the company which had the additional application stored on the debit card's chip, and only if the company has explicitly envisaged the possibility of such additional application being blocked. A Bank-generated additional application can only

be blocked by the Bank and is subject to the agreement concluded with the Bank. As long as the debit card has not been returned, any additional applications stored on the debit card may continue to function.

2 Financial limit on card use

Debit card holders may only use their debit cards to conduct transactions within the scope of their account credit balance or any credit previously granted for the account. If debit card holders do not comply with this limit for their transactions, the Bank is entitled to demand reimbursement of the expenses incurred through the use of the debit card. Booking these transactions to the account leads to a tolerated account overdraft.

3 Conversion of foreign currency amounts

If the debit card holder uses the debit card for transactions not denominated in euros, the account is nonetheless charged in euros. The conversion rate for foreign currency transactions is determined on the basis of the "List of Prices and Services" available for inspection at the Bank, copies of which can be furnished on request. Any change in the reference exchange rate specified in the conversion arrangement shall take immediate effect without prior notice to the customer.

4 Return of debit card

The debit card remains the property of the Bank. It is not transferable. The debit card is only valid for the period specified on the debit card. The bank is entitled to demand the return of the old debit card upon delivery of a new debit card, or upon expiry of the old debit card at the latest. If entitlement to use the debit card ends earlier (e. g. due to termination of the account relationship or the debit card agreement), the debit card holder must return the debit card to the Bank without delay. The debit card holder is responsible for having any company-specific additional applications stored on the debit card removed without delay by the company that installed the additional application on the debit card. The possibility of continuing to use a Bank-specific additional application is subject to the rules governing this additional application.

5 Debit card blocking or capture

(1) The Bank may have the debit card blocked or captured (e. g. by a cash dispenser):

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

The Bank will notify the account holder hereof, giving the main reasons for such a step. If possible, such notification will be given in advance, at the latest, however, immediately after the debit card has been blocked. The Bank will unblock the debit card or replace it with a new debit card once the reasons for its suspension no longer exist. The bank will also notify the account holder of this without delay.

(2) If the debit card holder has an additional application stored on a debit card which has been captured, he will no longer be able to use the additional application after that time. The debit card holder may request the debit card-issuing Bank to hand over any company specific additional applications stored on the debit card at the time of its capture once the debit card has been returned to the debit card issuer by the office where it was retained. The Bank is entitled to comply with such a request for surrender of company specific applications by returning the debit card to the debit card holder after all payment features have been deleted.

The possibility of continuing to use a Bank-specific additional application is subject to the rules governing this additional application.

6 Debit card holder's duties of care and cooperation

6.1 Signature

Provided the debit card includes a signature field, the debit card holder is obliged to sign this signature field without delay.

6.2 Care and safekeeping of the debit card

Special care is to be exercised in the safekeeping of the debit card to prevent it from being lost or misused. In particular, the debit card should not be left in an unattended motor vehicle, as this increases the danger of theft and misuse (for instance as part of the girocard system). In addition, anyone in possession of the debit card can, for instance, make low value transactions using POS terminals without a PIN until the debit card is blocked.



6.3 Keeping the Personal Identification Number (PIN) secret

The debit card holder must also ensure that no other person gains knowledge of his or her Personal Identification Number (PIN). In particular, the PIN must not be noted on the debit card or kept with it in any other way. Anyone who knows the PIN and is in possession of the debit card can conduct unauthorised transactions (e.g. withdraw cash at ATMs).

6.4 Debit card holder's notification and reporting obligations

- (1) If the debit card holder discovers the loss or theft of his or her debit card, its misuse or other unauthorised use of his or her debit card or PIN, the debit card holder must inform the Bank – if possible the account-keeping unit – without delay (blocking request). Such requests to have a debit card blocked can also be lodged at any time with a central service hotline ("Sperrzentrale") set up for this purpose. To do so, the debit card holder must give the name of the bank and the IBAN. The central hotline will block all debit cards issued for that account in order to prevent their use at ATMs or for cashless payments. Any block of this kind does not affect additional applications as per Section I No. 3 d). If the debit card holder only wants to have the missing debit card blocked, he or she must get in touch with his or her Bank – and if possible the account-keeping unit. The debit card holder will receive separate notification of the contact details for making such blocking requests. The debit card holder must report any debit card theft or misuse to the police without delay.
- (2) If the debit card holder suspects that another person has wrongfully taken possession of his or her debit card, or that his or her debit card or PIN is being used in a fraudulent or unauthorised manner, he or she is obliged to report this and have the debit card blocked without delay.
- (3) When using special authentication processes to make online payments in accordance with No. 7 Sentence 3, the card holder must check before authorising the payment that the transaction details submitted for authentication (e.g. payment amount, date) match the intended transaction. If any discrepancies are identified, the card holder must cancel the transaction and report any suspicion of misuse to the Bank.
- (4) The Bank charges the account holder the fee specified in the Bank's "List of Prices and Services" for the replacement of a lost, stolen or misused debit card, or debit card otherwise used in an unauthorised manner. This fee in any event covers the costs solely and directly associated with replacing the debit card. Sentence 1 shall not apply if the Bank is legally responsible or answerable for the circumstances that led to the issue of a replacement debit card.
- (5) If the debit card carries a TAN generator for online banking or has a signature function, the blocking of the debit card also results in a blocking of the online banking access.
- (6) A company-specific additional application can only be blocked by the company which had the additional application stored on the debit card's chip, and only if the company has explicitly envisaged the possibility of such additional application being blocked. A Bank-generated additional application can only be blocked by the Bank in question and is subject to the terms of the contract concluded with the Bank.
- (7) If the client discovers that an unauthorised or incorrect debit card transaction has been executed, the client must notify the Bank without delay.

7 Debit card holder's authorisation of debit card payments

By using the debit card, the debit card holder authorises the execution of a debit card payment. If a PIN is also required for this, the transaction shall be authorised once the debit card holder has carried out this additional requirement. When making online payments with the debit card, the special authentication processes provided for this purpose must be used. Once this authorisation has been given, the debit card holder can no longer revoke the debit card payment. By giving such authorisation, the debit card holder also expressly consents to the Bank processing, transmitting and storing his personal data required by the Bank to execute the debit card payment.

8 Placing a hold on available funds

The Bank is entitled to place a hold on available funds in the account holder's account in keeping with the financial limit on debit card use under No. II.2 if:

- the payment transaction was initiated by or through the payee, and
- the debit 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.

9 Bank's refusal of debit card payments

The Bank is entitled to refuse a debit card payment if:

- the debit card holder did not authorise the debit card payment in accordance with No. II.7,
- the drawing limit for debit card payments or other financial limits has not been observed, or
- the debit card has been blocked.

The debit card holder is notified of this during the payment process.

10 Processing period

The payment procedure is initiated by the payee. Once the Bank receives a payment order, it must ensure the debit card payment amount is received by the payee's payment service provider within the time indicated in the "List of Prices and Services" at the latest.

11 Charges and expenses and changes thereto

- (1) Charges and expenses payable to the Bank by the account holder are set out in the Bank's "List of Prices and Services".
- (2) Any adjustments to charges shall be presented to the account holder in text form no later than two months before their proposed date of entry into force. If the account holder has agreed an electronic communication channel with the Bank within the framework of the business relationship (e.g. online banking), the changes may also be presented through this channel.
- (3) For payments by account holders who are not consumers, the provisions under No. 12 Paragraphs 2 to 6 of the General Business Conditions for Banks (AGB-Banken) continue to apply to fees and their changes.

12 Providing account holder with debit card payment information

- (1) At least once a month, the Bank notifies the account holder – through the agreed account information channel – of payment transactions made with the debit card. For account holders who are not consumers, the means and frequency of such communication shall be agreed separately.
- (2) If the debit card holder uses the debit card within the European Economic Area (EEA)² for debit card transactions¹ that are not denominated in euros, a currency conversion charge will be incurred, the amount of which the Bank shall inform the debit card holder of, unless the debit card holder has waived this information. The Bank shall send the information by e-mail after receipt of the authorisation request transmitted for the respective debit card transaction via the electronic communication channel agreed separately with the debit card holder. If the debit card holder makes several debit card transactions in the same foreign currency in a calendar month, the Bank shall send the information only once in the respective calendar month on the occasion of the first debit card transaction in the respective foreign currency. The provisions of this paragraph shall not apply if the debit card holder is not a consumer.

13 Account holder's entitlement to a refund, correction and compensation

13.1 Refund of unauthorised debit card transactions¹

In the event of an unauthorised debit card transaction in the form of a:

- cash withdrawal at an ATM or
- cashless payment at retail stores and other service providers through a POS terminal and/or an online payment;

the Bank has no claim to a refund of its expenses. The Bank is obliged to refund the amount to the account holder without any deductions. If the amount was debited to his or her account, the Bank shall restore the balance of this account to what it would be without the unauthorised debit card transaction. This obligation must have been 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 debit 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 debit card holder, the Bank shall review and perform its obligation under Sentence 2 without delay, should the suspected fraud fail to be confirmed.

13.2 Claims of non-execution, incorrect or late execution of an authorised debit card transaction¹

(1) In case of non-execution or incorrect execution of an authorised debit card payment in the form of a:

- cash withdrawal at an ATM or
- cashless payment at retail stores and other service providers through a POS terminal and/or an online payment;



the account holder can request the Bank to refund the full payment amount without delay insofar as the payment was not made or not executed correctly. If the amount was debited to his account, the Bank shall restore the balance of this account to what it would have been without debiting for the non-executed or incorrectly executed debit card payment.

(2) Over and above Paragraph 1, the account holder may request the Bank to refund any charges insofar as these were levied or debited to his or her account in connection with the non-execution or incorrect execution of an authorised debit card transaction.

(3) If the payment is not received by the payee's payment service provider until after expiry of the execution time as specified in No. 11.10 (delay), the payee may require his or her payment service provider to credit the payment amount to the payee's account as though the debit card payment had been properly executed.

(4) If an authorised debit card transaction was not executed or not executed correctly, the Bank shall, at the debit card holder's request, reconstruct the processing of the payment and inform him or her of the result.

13.3 Compensation or breach of duty

In case of an unauthorised transaction or if an authorised debit card transaction¹ is not executed, not executed correctly or executed late, the account holder may request the Bank to provide compensation for any loss or damage not already covered by Nos. 13.1 or 13.2. This shall not apply if the Bank is not responsible for the neglect of duty.

The Bank shall be liable in this connection 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 debit card holder. If the account holder is not a consumer, or if the debit card is used in a country other than Germany or outside the European Economic Area (EEA)², the Bank's liability for any fault on the part of an agent involved in the processing of the payment transaction is limited to the careful selection and instruction of such agent. If the debit 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 account holder must bear the loss or damage. Liability pursuant to this Paragraph is limited to EUR 12,500 per debit card transaction.

This limitation on liability shall not apply:

- to unauthorised debit card transactions,
- in the event of deliberate intent or gross negligence by the Bank,
- to risks which the Bank has assumed on an exceptional basis, and
- to any loss of interest, provided the account holder is a consumer.

13.4 Preclusion of liability and objection

(1) Claims against the Bank pursuant to Nos. 13.1 to 13.3 are precluded if the account holder fails to inform the Bank thereof within a period of 13 months, at the latest, after being debited for a debit card transaction which was unauthorised, not executed or incorrectly executed. This 13-month period shall commence only if the Bank has informed the account holder of the debit entry for the debit card transaction, through the agreed account information channel, no later than one month after the debit entry was made; otherwise the date on which the account holder is informed shall determine when the period commences. An account holder may also assert a claim for compensation under No. 13.3 after expiry of the period referred to in Sentence 1 if he or she was prevented, through no fault of his or her own, from adhering to this period.

(2) Any claims by an account holder shall be precluded if the circumstances substantiating a claim:

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

14 Account holder's liability or non-authorised debit card transactions¹

14.1 Account holder's liability prior to blocking request

(1) If the debit card holder loses his or her debit card or PIN, or if they are stolen, otherwise misplaced or misused, and this results in an unauthorised debit card transaction in the form of a:

- cash withdrawal at an ATM or
- cashless payment at retail stores and other service providers through a POS terminal and/or an online payment

the account holder shall be liable for any damage caused up to the time the blocking request is placed, in accordance with paragraph 4 if he or she has violated his or her duties intentionally or through gross negligence.

(2) The account holder is not obliged to compensate for the damage in accordance with Paragraph 1 if:

- There was no opportunity for the debit card holder to notice the loss, theft, misplacement or other misuse of the debit card prior to the unauthorised debit card transaction, or
- The loss of the debit 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.

(3) If the account holder is not a consumer, or if the debit card is used in a country other than Germany or outside the European Economic Area (EEA)², the account holder shall bear liability for the payment if the damage incurred through an unauthorised debit card transaction, as specified in Paragraphs 1 and 2, was the result of a negligent breach on the part of the debit card holder of his or her obligations as set forth in these conditions. If the Bank has contributed to the damage by failing to meet its obligations, the Bank shall be liable for the extent of the damage resulting from its contributory negligence.

(4) If an unauthorised transaction occurs before a debit card blocking request is placed, and the debit card holder acted with fraudulent intent or has failed to comply with his or her obligations of due care pursuant to these conditions through wilful intent or gross negligence, the account holder shall be liable for the full amount of damages incurred. Gross negligence on the part of the debit card holder may exist, in particular, if

- he or she is at fault for not reporting the loss or theft of the debit card and/or PIN or misuse of the debit card to the Bank or central service hotline without undue delay after learning thereof,
- he or she noted the PIN on the debit card or kept them together (for example, kept the debit card and the original PIN notification letter in the same place), or
- he or she disclosed his PIN to another person and this caused the misuse.

(5) The liability for damages caused during the effective term of a drawing facility is limited to the debit card's drawing limit in each case.

(6) By way of derogation from paragraphs 1 and 3, the account holder shall not be liable for damages if the Bank did not request the debit card holder to provide strong customer authentication within the meaning of Section 1(24) of the German Payment Service Supervisory Act (Zahlungsdiensteaufsichtsgesetz, or ZAG) (e.g. for low value transactions pursuant to item A.1.3 herein) or the payee or his or her payment service provider fail to accept strong customer authentication although the Bank was obliged to provide a strong customer authentication in accordance with section 55 ZAG. A strong customer authentication requires the use of two independent authentication factors categorised as knowledge (i.e. the PIN), possession (i.e. the card), and inherence (something that the card holder is, e.g. a finger print).

(7) The account holder is not obliged to reimburse the damage pursuant to Paragraphs 1, 3 and 4 if the debit card holder was not able to place a blocking request because the Bank failed to provide such a service.

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

14.2 Account holder's liability after making a blocking request

As soon as the Bank or the appropriate service hotline has been notified of the loss or theft of the debit card, the misuse or any other unauthorised use of the debit card or PIN, the Bank shall be liable for any losses incurred after this date from debit card transactions in the form of a:

- cash withdrawal at an ATM or
- cashless payment at retail stores and other service providers through a POS terminal and/or an online payment;

If the debit card holder acts with fraudulent intent, the account holder shall also be liable for losses incurred after a blocking request has been made.

III Special regulations or individual types of debit card usage

ATM service and debit card use or cashless payments at retail stores and other service providers through POS terminals

1 Debit card drawing limit

Debit card holders may effect ATM transactions and cashless payments through POS terminals only up to the drawing limit granted for the debit card. Every time the debit card is used to withdraw cash at an ATM or to make cashless payments through a POS terminal, a check will be con-



ducted to establish whether the drawing limit has been reached through previous transactions.

Transactions which would exceed the debit card's drawing limit will be refused, irrespective of the account balance at that time or any credit previously granted for the account. Debit card holders may only use their debit cards to conduct transactions within the scope of their account credit balance or any credit previously granted for the account. The account holder may contact his or her accountkeeping office to have the drawing limit for his or her debit card changed; once agreed, this will apply to all debit cards issued for the account in question. Any authorised person to whom a debit card has been issued can only arrange to have limit reduced.

2 Incorrect entry of PIN

If the PIN is entered incorrectly three times in a row, the debit card can be no longer used at ATMs and POS terminals requiring a PIN for cashless debit card payments. In this case, the debit card holder should contact his or her Bank, if possible the accountkeeping unit.

3 Payment obligations of the Bank; complaints

The Bank has contractually undertaken to reimburse operators of ATMs or POS terminals for any amounts withdrawn or paid using the debit card issued to the debit card holder. Any objections or other complaints a debit card holder may have with regard to his or her contractual relationship with a merchant where a cashless payment was made through a POS terminal are to be directed to the merchant in question.

B Other services offered by the Bank

1 Special conditions

Any other services provided by the Bank in connection with the debit card are subject to special conditions to be agreed with the account holder in advance.

2 Agreement on debit card usage

The Bank shall reach agreement with the account holder on which services the debit card entitles him or her to.

C Additional applications

1 Storage of additional applications on the debit card

(1) The debit card holder has the option of using the embedded chip as a storage medium for a Bank-generated additional application (such as an age verification feature) or for a company-generated additional application (such as an electronic ticket for public transport services).

(2) The use of a Bank-generated additional application is governed by the legal relationship between the debit card holder and the Bank. The debit card holder may use a company-generated additional application as agreed in a contract with that company. The debit card holder may opt for company-generated additional applications at his or her own discretion. A company-generated additional application will be stored on the debit card at a terminal operated by the company, as agreed between the debit card holder and the company in question. Banks are not informed of the data communicated via company terminals.

2 Responsibility of the company or the contents of a company-generated additional application

By issuing a chip-enabled debit card, the Bank is only providing the technical platform needed for the debit card holder to store company-generated additional applications on his or her debit card. Any service that the company provides to the debit card holder using the company-generated additional application is subject exclusively to the terms of the contract between the debit card holder and the company.

3 Processing complaints relating to additional applications

(1) Any complaints a debit card holder may have relating to the contents of a company-specific additional application are to be directed exclusively to the company that stored said application on the debit card. The company shall process such complaints on the basis of information in its database. The debit card holder may not hand his debit card over to the company for complaint processing purposes.

(2) Any complaints a debit card holder may have relating to the contents of a Bank-specific additional application are to be directed exclusively to the Bank.

4 Customer not to disclose his Bank PIN when obtaining company-generated additional applications

When storing, changing or using a company-generated additional debit card application, the PIN issued to the debit card holder by the debit card-issuing Bank is not to be used. If the company storing an additional application on the debit card gives the debit card holder the option of choosing a separate means of identification as a safety feature for accessing this additional application, the debit card holder may not use the same PIN made available to him by the debit card-issuing Bank for his debit card transactions.

5 Possibility of blocking additional applications

A company-specific additional application can only be blocked by the company which had the additional application stored on the debit card's chip, and only if the company has explicitly envisaged the possibility of such additional application being blocked. A Bank-specific additional application can only be blocked by the Bank in question and is subject to the rules agreed with the Bank.

¹ E.g. by cash withdrawal at ATMs, credit transfer, standing order and direct debit

² Current European Economic Area (EEA) member countries: Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, La Réunion, Saint-Barthélemy, Saint-Martin), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal (including the Azores and Madeira), Romania, Slovakia, Slovenia, Spain (including the Canary Islands), Sweden as well as Cyprus and the countries Iceland, Liechtenstein and Norway.