



The peregrine falcon. Spotting its prey from a great height it dives unerringly onto its target at speeds of up to 300 km/h.

Keeping what Matters in View. Changes to Our Terms and Conditions as at 13 January 2018.

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Customer Information with Notes on Changes to Our Terms and Conditions as at 13 January 2018.

Dear Customer,

new statutory provisions on the performance of payment services (»German Act Implementing the Second Payment Services Directive«) will come into effect as at 13 January 2018 on the basis of European requirements. We are required to implement these in the terms and conditions of payments agreed with you. New versions of terms and conditions will therefore apply from 13 January 2018.

This relates to the following terms and conditions:

- for bank transfers
- for direct debit payments
- for the BW-BankCard (debit card)
- for the BW-BankCard plus (debit card)
- to the terms and conditions for Mastercard/Visa Card (credit card)
- for the BW Basic Visa Card, BW Basic Visa Card orange
- for data transmission
- for online banking with direct brokerage, mobile banking and HBCI banking

The amended passages of the respective terms and conditions are shown in red and are attached below. Please refer to this brochure for information on the main changes.

Details of our charges, acceptance and execution periods for payment orders and our business days can be found in the »Table of Prices« and the »List of Prices and Services«.

Please be aware that the information below may also contain notes on the terms and conditions for products that you have not currently agreed with us. If this is the case, the corresponding information and the terms and conditions in question do not apply to you. The terms and conditions apply only in conjunction with the respective product agreements (for example, a card agreement or online banking agreement).

I. Overview of Key Statutory Changes.

The amendment of payment services law has led to the creation of new provisions for payment initiation services and account information services. Furthermore, a refund period has been defined for unauthorized payments, there will be new regulations on rights in the event of the late execution of payment transactions and the liability limit for consumers for card and online banking payments will be reduced. Payments within the European Economic Area in a third-country currency (for example, US dollars) are covered more stringently by payment services law. Customers are being granted more extensive rights to make complaints.

II. Changes in Terms and Conditions.

1. Terms and Conditions for Bank Transfers.

Use of payment initiation services

For online payment accounts, you can also use a payment initiation service to send a transfer order to the Bank (no. 1.3(4) of the Terms and Conditions). Accordingly, the clauses governing issuing, access and revoking transfer orders and on liability are being supplemented.

Rejection of payment orders

If a payment order is rejected, for example due to a lack of funds, the charge shown in the »List of Prices and Services« is incurred. This charge is no longer linked to notification of non-execution, but instead to the non-execution itself (no. 1.7 of the Terms and Conditions).

Refund period for unauthorized transfers

If a payment for which you have not issued a transfer order has been debited to your account, the Bank refunds the amount one business day after the Bank is notified (no. 2.3.1, 3.1.3.1 and 3.2.3.1 of the Terms and Conditions). This refund obligation and therefore the associated refund period do not apply in the event of reasonable suspicion of fraud.

Correction of late execution

If a payment has been credited to the payee late, as the payer you can instruct the Bank to notify the bank of the payee that the availability date will be corrected for the payee (no. 2.3.2(3) and 3.1.3.2(3) of the Terms and Conditions).

Enquiries in event of misallocation

If a transfer is misallocated on account of the client identifier you provided, the Bank will provide you with all available information on written request (no. 2.3.5 and 3.1.3.6 of the Terms and Conditions). You can therefore make a claim against the payee.

Transfers involving third countries

Transfers to third countries (for example, the US, Switzerland) and transfers within the European Economic Area in third-country currencies (for example, transfer to Italy in US dollars) were previously both regulated by no. 3 of the Terms and Conditions. A distinction is now made between these two different scenarios and they are regulated as follows:

- Transfer within the European Economic Area in a third-country currency (no. 3.1 of the Terms and Conditions): The liability provisions of European payment service law also apply to the components of a transfer in a third-country currency performed within the European Economic Area. For transactions outside the European Economic Area (for example, a US dollar transaction in the US), the general principles of liability (no. 3.1.3.4 of the Terms and Conditions) continue to apply as to transfers to third countries.
- Transfer to a third country (no. 3.2): The previous principles of liability remain unchanged. However, there are new regulations for the refund period in the event of an unauthorized transfer (no. 3.2.3.1 of the Terms and Conditions).

Special regulations for non-consumers

Different regulations apply to non-consumers in some cases (see no. 1.10.2, 2.3.2, 2.3.4, 3.1.3.2, 3.1.3.3, 3.1.3.5 of the Terms and Conditions).

2. Terms and Conditions for Payments by Direct Debit under a SEPA Core Direct Debit and under a SEPA B2B Direct Debit.

Non-redemption of direct debits

If a direct debit is not redeemed, for example due to a lack of funds, the charge shown in the »List of Prices and Services« is incurred. This charge is no longer linked to notification of non-execution, but instead to the non-execution itself (no. 2.4.3 of both sets of Terms and Conditions).

Refund period for unauthorized direct debits

If a payment that you did not authorize has been debited to your account, the Bank refunds the amount one business day after the Bank is notified (no. 2.6.1 of both sets of Terms and Conditions). This refund obligation and therefore the associated refund period do not apply in the event of reasonable suspicion of fraud.

Enquiries in event of misallocation

If a payment is misallocated on account of the client identifier provided by the payee, the Bank will provide you with all available information on written request (no. 2.6.5 of the Terms and Conditions for Payments by Direct Debit under a SEPA Core Direct Debit/no. 2.6.3 of the Terms and Conditions for Payments by Direct Debit under a SEPA B2B Direct Debit). You can therefore make a claim against the payee.

Special regulations for non-consumers

If losses are incurred as a result of an authorized payment not made, made incorrectly or made late, or as a result an unauthorized payment, it is hereby clarified that – if you are not a consumer – the Bank is no longer liable for the culpability of intermediaries (no. 2.6.4 of the Terms and Conditions for Payments by Direct Debit under a SEPA Core Direct Debit and no. 2.6.2 of the Terms and Conditions for Payments by Direct Debit under a SEPA B2B Direct Debit). The Bank's liability is limited to the careful selection and instruction of the first intermediary.

3. Terms and Conditions for Direct Debiting – SEPA Core Direct Debit/SEPA B2B Direct Debit.

If the Bank merely receives the direct debit amount late, you can instruct the Bank to credit your payment account as if payment had been made on time (no. 12.4 of both sets of Terms and Conditions).

4. Terms and Conditions for Online Banking – BW Online Banking with Direct Brokerage, Mobile Banking and HBCI Banking.

Use of payment initiation and account information services

You can use payment initiation services and account information services using your payment instruments and personalized security features (e.g. PIN and TAN; no. 1(1)). Due diligence has been amended accordingly (no. 7.1. and 7.2 of the Terms and Conditions).

Liability for unauthorized payment transactions

In the event of payment transactions which are not authorized by you, you are strictly liable up to an amount of EUR 50 prior to issuing a stop notice (previously EUR 150, no. 10.2.1 of the Terms and Conditions). If it was not possible for you to notice the loss, theft or similar of your payment instrument, your liability is waived unless you have acted with fraudulent intent or have violated your duty of disclosure or due diligence willfully or through gross negligence. You are also not liable if the Bank did not request or verify strong customer authorization (the agreed personalized security features or the biometric feature). However, this does not apply if you have acted with fraudulent intent. If you are not a consumer, the in some cases stricter liability standards in accordance with no. 10.2.1(8) of the Terms and Conditions apply.

5. Terms and Conditions for the BW-BankCard (DebitCard)/Terms and Conditions for the BW-BankCard plus (DebitCard).

Definition of the term »debit card«

The title and the introductory sentence make it clear that BW-BankCard/ BW-BankCard plus is a debit card. Unlike credit card payments, payments by debit card are charged to the customer account immediately.

Digital debit card

The BW-BankCard plus can be issued as a physical debit card or as a digital debit card for storage on a telecommunication, digital or IT device (mobile device). Terms and conditions have already been prepared for innovative mobile payment using digital debit cards (no. A.II.1, A.II.7.3, A.II.7.4 of the Terms and Conditions). These, and any supplementary terms of use and contractual conditions, apply only if you opt for a digital debit card. Using this digital debit card, in the future you can use mobile devices (such as a smartphone) to pay contactlessly by simply holding the device against correspondingly equipped cash terminals, in addition to using other services. If you do not use this feature, nothing changes for you.

Replacement card

The charge shown in the Bank's »List of Prices and Services« applies to the replacement of a debit card lost, stolen, misappropriated or otherwise used without authorization if the cardholder is responsible for the circumstances that led to the replacement of the card and the Bank has no obligation to issue a replacement card (no. A.II.11(2) BW-BankCard plus and A.II.10(2) BW-BankCard). The amount of the charge for a replacement card can be found in the »List of Prices and Services«.

Blocking of funds available

If you have agreed to reserve a certain amount prior to actual payment, for example, at a petrol station or hotel, the Bank is entitled to temporarily block the funds available in your account up to the financial limit (see no. A.II.3 of the Terms and Conditions; no. A.II.9 BW-BankCard plus and no. A.II.8 BW-BankCard).

Refund period for unauthorized card payments

If a payment that you did not authorize has been debited to your account, the Bank refunds the amount one business day after the Bank is notified (no. A.II.13.1 BW-BankCard plus and no. A.II.12.1 BW-BankCard). This obligation and therefore the associated period do not apply in the event of reasonable suspicion of fraud.

Liability for unauthorized card payments

In the event of unauthorized card payments (no. A.II.14.1 BW-BankCard plus and no. A.II.13.1 BW-BankCard), as before, after blocking your debit card you are no longer liable for losses occurring due to the misappropriation of your debit card thereafter. In the event of losses prior to blocking your card, we generally waive the loss participation provided for by law of a maximum of EUR 50 (previously: EUR 150) and also cover these losses for you. In the event of intentional and grossly negligent breach of due diligence, or if you act with fraudulent intent, as before your liability is capped at the limit agreed for your debit card.

Transfer limit at account management terminal

We have also raised the limits per transaction and per day for transfers performed at an account management terminal under B.3.1 of the Terms and Conditions.

6. Terms and Conditions for Mastercard/Visa Card (credit card).

Definition of the term »credit card«

The title and the introductory sentence make it clear that the Mastercard/Visa Card is a credit card. This is in contrast to debit cards, with which payments are always immediately charged to the payment account, whereas special regulations apply to charging to the payment account for credit cards.

Digital card

Similarly to the main changes made in the Terms and Conditions for the BW-BankCard plus, we have also adapted the customer terms for the Mastercard/Visa Card in line with the new legal requirements and we have made preparations for digital payments. In the future, you can therefore also opt for the advantages of a digital card for your credit card. In such event, the special regulations such as on due diligence in the handling of the digital card in particular apply in the customer terms and conditions. Thus, according to no. 11.4.1 of the Bank's customer terms and conditions, the loss of the smartphone on which the digital card is stored must also be reported in order to initiate the deletion of the digital card's payment function for security reasons.

Liability for unauthorized card payments

The statutory regulations of section 675v of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) have been implemented in the customer terms and conditions under no. 13 »Cardholder's liability for unauthorized use«. As before, you are not responsible for any losses incurred as a result of the misappropriation of your credit card after you have canceled it. As with the BW-BankCard/BWBankCard plus, we will also waive the loss participation of EUR 50 legally permitted for losses prior to the card being blocked and we will cover these losses. In the event of intentional and grossly negligent breach of due diligence, or if you act with fraudulent intent, your liability is capped at the limit agreed for your card.

Blocking of funds available

If you have agreed to reserve a certain amount prior to actual payment, for example, at a petrol station or hotel, the Bank is entitled to temporarily block the funds available in your account up to the financial limit (see no. 4 of the Terms and Conditions; no. 7 of the Terms and Conditions).

Replacement card

The charge shown in the Bank's »List of Prices and Services« applies to the replacement of a credit card lost, stolen, misappropriated or otherwise used without authorization if the cardholder is responsible for the circumstances that led to the replacement of the card and the Bank has no obligation to issue a replacement card (no. 19.1 of the Terms and Conditions). The amount of the charge for a replacement card can be found in the »List of Prices and Services«.

7. Terms and Conditions for Data Transmission.

We have clarified that the retention period of 30 calendar days for the customer order file begins from the execution date specified in the file or, in the event of multiple dates, from the last date (no. 3(5)). Furthermore, you will only be liable for the misuse of legitimation or backup media in the future if the participant is at fault (no. 11.2 of the Terms and Conditions). Moreover, we have simplified the overall language of this liability regulation.

Contents.

Terms and Conditions for Bank Transfers	11
Terms and Conditions for Payments by Direct Debit under a SEPA Core Direct Debit	21
Terms and Conditions for Direct Debiting SEPA Core Direct Debit	25
Terms and Conditions for Payments by Direct Debit SEPA B2B Direct Debit	31
Terms and Conditions for Direct Debiting SEPA B2B Direct Debit	35
Terms and Conditions for Online Banking BW Online Banking with Direct Brokerage, Mobile Banking and HBCI banking	40
Terms and Conditions for the BW-BankCard plus	47
Terms and Conditions for the BW-BankCard.....	54
Terms and Conditions for Mastercard/Visa Card (Credit Card)	59
Terms and Conditions for BW Basic Visa Card, BW Basic Visa Card orange	66
Terms and Conditions for Data Transmission	73

Dear customer,
this English translation of the General Terms and Conditions is provided solely for the convenience of customers. The translation is not binding on the bank. The German text is the sole authoritative and binding version and prevails in case of any conflict.

Terms and Conditions for Bank Transfers.

Version dated ~~Mai-2016~~ 13 January 2018

1 General.

1.3 Issuing transfer order and authorization

- (2) The customer authorizes the transfer order by signature or in the manner otherwise agreed with the Bank (e.g. PIN/TAN). This authorization also entails explicit consent to the Bank accessing (from its database), processing, transmitting and storing the personal data of the customer required to execute the transfer.
- (3) At the request of the customer, prior to executing a single transfer order, the Bank will advise the customer of the maximum execution period for this payment, the charges and, if appropriate, the breakdown of these charges.
- (4) The customer is entitled to use a payment initiation service in accordance with section 1(33) of the *Zahlungsdienstenaufsichtsgesetz* (ZAG – Payment Services Supervision Act) to issue the transfer order to the Bank, unless the customer's payment account is not accessible online.

1.4 Receipt of the transfer order at the Bank

- (1) The transfer order becomes effective when it is received by the Bank. This also applies if the transfer order is issued by a payment initiation service provider. The order is received when it is received by the Bank's designated receiving facilities (e.g. when the order is placed on Bank premises or enters the online banking server of the Bank).

1.5 Revocation of a transfer order

- (1) ~~After~~ Prior to the Bank receiving the transfer order (see no. 1.4(1) and (2)), the customer can no longer revoke the order. ~~Until this date, a revocation by way of statement to the Bank is possible.~~
Subject to (2) and (3), a transfer order can no longer be revoked after it has been received. By contrast to sentence 1, if the customer uses a payment initiation service provider to issue the transfer order, the transfer order can no longer be revoked by the Bank after the payment initiation service provider has been authorized to initiate the transfer. ~~The Bank must receive the cancellation in text form or electronically if this was the communication channel agreed as part of the business relationship (e.g. online banking).~~
- (3) After the times stated in (1) and (2), the transfer order can only be revoked if the customer and the Bank have agreed this. The agreement becomes effective if the Bank is able to prevent execution or to recover the transfer amount. If the customer uses a payment initiation service provider to issue a transfer order, the consent of the payment initiation service provider and of the payee is also required. The Bank charges the amount shown in the »List of Prices and Services« to process such a revocation.

1.7 Rejection of execution

(2) The Bank charges the amount shown in the »List of Prices and Services« for the ~~notification of a~~ legitimate rejection of the execution of an authorized transfer order.

1.9 Notification of unauthorized or defectively executed transfers

The customer must inform the Bank immediately after detecting an unauthorized or defectively executed transfer order. This also applies given the involvement of a payment initiation service provider.

1.10 Charges and their amendment

1.10.1 Charges for consumers ~~as customers for transfers within Germany and to other European Economic Area (EEA²) states in Euro or in another EEA currency⁴~~

Charges for bank transfers are shown in the »List of Prices and Services«. Changes in charges for bank transfers will be proposed to the customer in text form at least two months before their effective date. If the customer has agreed to electronic communication with the Bank in the context of the business relationship, changes can also be proposed in this way. ~~The customer can either accept or reject the changes before the proposed effective date.~~ The customer's consent is deemed to have been granted if he does not indicate his rejection before the proposed effective date of the changes. The Bank will specifically advise the customer of this in its proposal.

If changes in charges are proposed to the customer, the customer can also terminate the business relationship without notice and without charge prior to the proposed effective date of the changes. The Bank will specifically advise the customer of this right of termination in its proposal. Changes in charges for the payment services framework agreement (giro agreement) are governed by no. 17(6) of the Bank's General Terms and Conditions.

1.10.2 Charges for ~~other items~~ customers that are not consumers

The regulations of no. 17(12) to (6) of the Bank's General Terms and Conditions continue to apply to charges, and changes in these charges,

- ~~■ for transfers to non-EEA countries (third countries⁵) or~~
- ~~■ for transfers within Germany and to other EEA states in currencies of a state outside the EEA (third-country currencies⁶) and~~
- for transfers by customers who are not consumers.

2 Transfers within Germany and to other European Economic Area countries (EEA²) in euro or other EEA currencies⁴

2.1 Information required

The customer must provide the following information in the transfer order:

- name of payee,
- payee's client identifier (see no. 1.2),
- currency (code where appropriate in line with Appendix),
- amount,
- customers' name,
- customers' IBAN,
- and for cross-border transfers the instruction »Shared charges« between the customer and the payee.

2.3 Customer's refund, correction and compensation claims

2.3.1 Refunds for unauthorized transfers

In the event of an unauthorized transfer (see no. 1.3(2) above), the Bank is not entitled to have its expenses refunded by the customer. The Bank is required to refund the transfer amount to the customer without delay and, if the amount has been debited

to an account of the customer, to restore this account to what the balance would have been without the charge for the unauthorized transfer. This obligation must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the transfer was not authorized or the Bank is otherwise made aware of this. If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated. If the transfer was initiated by a payment initiation service provider, the duties under sentences 2 to 4 must be fulfilled by the Bank.

2.3.2 Refund Claims in the event of an authorized transfer not executed, or executed defectively or executed late

(1) In the event of an authorized transfer not executed or executed defectively, the customer can demand from the Bank the full and immediate refund of the transfer amount insofar as the payment was not made or was defective. If the amount has been debited to the customer's account, the Bank will restore it to the balance it would have been without the payment not executed or executed defectively. ~~If charges were deducted from the transfer amount~~ If a transfer is initiated by the customer through a payment initiation service provider, the duties under sentences 1 and 2 must be fulfilled by the Bank. If charges were deducted from the transfer amount by the Bank or intermediaries, the Bank will transfer the amount deducted in favor of the payee without delay.

(3) In the event of the late execution of an authorized transfer, the customer can instruct the Bank to demand that the payment initiation service provider of the payee credits the payment amount to the payment account of the payee as if the transfer had been performed properly. The duty under sentence 1 also applies if the transfer is initiated by the customer via a payment initiation service provider. This duty no longer applies if the Bank proves that the payment amount has been received in due time by the payment initiation service provider of the payee. The duty in accordance with sentence 1 does not apply if the customer is not a consumer. ~~If the incorrect execution was due to the transfer having been received by the recipient's payment service provider only after expiry of the execution period pursuant to 2.2.1 (delay), the claims pursuant to (1) and (2) are excluded. If the customer has suffered a loss due to the delay, the bank is liable pursuant to 2.3.3 (for customers who are not consumers, pursuant to 2.3.4):~~

2.3.3 Compensation for breach of duty

(1) In the event of an authorized transfer not executed ~~or~~, executed defectively ~~or~~ ~~executed late~~, or of an unauthorized transfer, the customer can demand compensation from the Bank not already covered by no. 2.3.1 and 2.3.2. This does not apply if the Bank is not responsible for the breach of duty. In this context, a breach of duty on the part of an intermediary is deemed a breach of duty within the Bank's control unless the principal cause was due to an intermediary specified by the customer. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.

2.3.4 ~~Compensation-claims~~ ~~Claims~~ of customers who are not consumers ~~for authorized transfers not executed or executed defectively or for unauthorized transfers~~ By contrast to the ~~refund-claims in~~ claims in no. 2.3.2 and ~~compensation-claims in~~ no. 2.3.3, in the event of an authorized transfer not executed ~~or~~, executed defectively ~~or~~ ~~executed late~~, or in the event of an unauthorized transfer, in addition to any claims arising from mandate law in accordance with section 667 of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) and unjust enrichment in accordance with sections 812 et seq. BGB, customers who are not ~~consumers~~ are only entitled to compensation in line with the following regulations:

- The Bank is liable for its own negligence. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.
- The Bank is not liable for the negligence of its intermediaries. In such cases the Bank's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).

The customer's compensation claims are limited to the amount of the transfer plus the Bank's charges and interest. If this involves claims for consequential damages, the claim is limited to a maximum of EUR 12,500 per transfer. These restrictions do not apply to willful misconduct or gross negligence on the part of the Bank, to any risks the Bank has specifically assumed ~~or unauthorized transfers~~.

2.3.5 Exclusion of liability and right to submit objections

(1) The Bank's liability in accordance with no. 2.3.2, 2.3.3 and 2.3.4 is excluded ~~in the following cases~~:

- ~~if the~~ The Bank ~~proves~~ to the customer that the ~~transfer amount~~ was received on time and in full by the payment service provider of the payee. ~~or~~
- ~~if the~~ The transfer ~~was~~ executed using the incorrect client identifier of the payee ~~provided~~ by the customer (see no. 1.2). In this case, however, the customer can instruct the Bank to seek to recover the payment amount as far as possible. ~~If it is not possible to recover the transfer amount, the Bank is required to provide the customer with all available information on written request so that the customer can claim a refund of the transfer amount from the actual recipient of the transfer. The Bank will charge the amount shown in the »List of Prices and Services« for the activities by the Bank in accordance with sentences 2 and 3 of this item for such recovery.~~

(2) Claims by the customer in accordance with no. 2.3.1 to 2.3.4 and objections addressed to the Bank by the customer on account of transfers not executed or executed defectively, or on account of unauthorized transfers, are excluded if the customer does not inform the Bank by no later than 13 months after the date of the debit due to an unauthorized or defectively executed transfer. This period begins only when the Bank has informed the customer of the debit entry for the transfer in the manner agreed for account information no later than one month after the debit entry; otherwise this period begins on the day of notification.

Claims for damages in accordance with no. 2.3.3 can also be made by the customer after the end of the period stated in sentence 1 if the customer **was prevented** from complying with this deadline through no fault of his own.

Sentences 1 to 3 also apply if the customer initiates the transfer via a payment initiation service provider. Sentences 1 to 4 apply to claims for damages by the customer against the payment initiation service provider to the extent that:

- **the notification of the Bank is also sufficient to preserve claims and objections by the customer against the payment initiation service provider;**
- and**
- **the customer can also make claims against the payment initiation service provider after the end of the time limit if he was prevented from complying with this deadline through no fault of his own.**

3 Transfers within Germany and to other countries of the European Economic Area (EEA) in currencies of a state outside the EEA (third-country currency) and transfers to non-EEA countries (third countries).

3.1 Transfers within Germany and to other countries of the European Economic Area (EEA) in currencies of a state outside the EEA (third-country currency)

3.3 Customer's refund and compensation claims

3.3.1 Liability of the Bank for unauthorized transfers

3.1.3 Customer's refund, correction and compensation claims

3.1.3.1 Refunds for unauthorized transfers

(1) In the event of an unauthorized transfer (see no. 1.3(2) above), the Bank is not entitled to have its expenses refunded by the customer. The Bank is required to refund the transfer amount to the customer **without delay** and, if the amount has been debited to an account of the customer, to restore this account to what the balance would have been without the charge for the unauthorized transfer. **This obligation must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the transfer was not authorized or the Bank is otherwise made aware of this.** If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated. If the transfer was initiated by a payment initiation service provider, the duties under sentences 2 to 4 must be fulfilled by the Bank.

~~(2) The Bank is liable for its own negligence in the event of other losses resulting from an unauthorized transfer. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.~~

3.1.3.2 Claims in the event of an authorized transfer not executed, executed defectively or executed late

(1) In the event of an authorized transfer not executed or executed defectively, the customer can demand from the Bank the full and immediate refund of the transfer amount insofar as the payment was not made or was defective. If the amount has been debited to the customer's account, the Bank will restore it to the balance it would have been without the payment not executed or executed defectively. If a transfer is initiated by a customer via a payment initiation service provider, the duties under sentences 2 to 4 must be fulfilled by the Bank. If charges were deducted from the transfer amount by the Bank or intermediaries, the Bank will transfer the amount deducted in favor of the payee without delay.

(2) In addition to (1), the customer can demand that the Bank refunds any charges and interest billed or debited to his account in connection with the nonexecution or defective execution of the transfer.

(3) In the event of the late execution of an authorized transfer, the customer can instruct the Bank to demand that the payment initiation service provider of the payee credits the payment amount to the payment account of the payee as if the transfer had been performed properly. The duty under sentence 1 also applies if the transfer is initiated by the customer via a payment initiation service provider. This duty no longer applies if the Bank proves that the payment amount has been received in due time by the payment initiation service provider of the payee. The duty in accordance with sentence 1 does not apply if the customer is not a consumer.

(4) If a transfer was not executed or was executed defectively, at the request of the customer the Bank will track the payment and inform the customer of the result.

3.1.3.3. Compensation for breach of duty

(1) In the event of an authorized transfer not executed, executed defectively or executed late, or of an unauthorized transfer, the customer can demand compensation from the Bank not already covered by no. 3.3.1 and 3.3.2. This does not apply if the Bank is not responsible for the breach of duty. In this context, a breach of duty on the part of an intermediary is deemed a breach of duty within the Bank's control unless the principal cause was due to an intermediary specified by the customer. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.

(2) Liability in accordance with (1) is limited to EUR 12,500. This maximum amount does not apply to:

- unauthorized transfers;
- willful misconduct or gross negligence by the Bank;
- risks that the Bank has specifically assumed; and
- any loss of interest if the customer is a consumer.

3.1.3.4 Special regulations for components of the transfer performed outside the EEA
By contrast to the claims in no. 3.1.3.2 and 3.1.3.3, in the event of an authorized transfer not executed, executed defectively or executed late, or in the event of an unauthorized transfer ~~or in the event of an unauthorized transfer~~, in addition to any claims arising from mandate law ~~claims for surrender~~ in accordance with section 667 BGB and unjust enrichment in accordance with sections 812 et seq. BGB, claims to compensation for components of the transfer performed outside the EEA apply only in line with the following regulations:

- The Bank is liable for its own negligence. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.
- The Bank is not liable for the negligence of ~~intermediaries~~ its intermediaries. In such cases the Bank's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).
- The customer's claim to compensation is limited to the amount of the transfer plus the Bank's charges and interest. If this involves claims for consequential damages, the claim is limited to a maximum of EUR 12,500 per transfer. ~~These liability restrictions do not apply to willful misconduct or gross negligence on the part of the Bank or to any risks the Bank has specifically assumed.~~
- The Bank's liability is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to willfull misconduct or gross negligence on the part of the Bank, or to any risks the Bank has specifically assumed.

3.1.3.5 Claims of customers who are not consumers

By contrast to the claims in no. 3.1.3.2 and 3.1.3.3, in the event of an authorized transfer not executed, executed defectively or executed late, or in the event of an unauthorized transfer, in addition to any claims arising from mandate law ~~claims for surrender~~ in accordance with section 667 BGB and unjust enrichment in accordance with sections 812 et seq. BGB, customers who are not consumers are only entitled to compensation in line with the following regulations.

- The Bank is liable for its own negligence. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.
- The Bank is not liable for the negligence of its intermediaries. In such cases the Bank's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).
- The customer's claim to compensation is limited to the amount of the transfer plus the Bank's charges and interest. If this involves claims for consequential damages, the claim is limited to a maximum of EUR 12,500 per transfer. These liability restrictions do not apply to willfull misconduct or gross negligence on the part of the Bank, to any risks the Bank has specifically assumed or unauthorized transfers.

~~3.3.2 Liability in the event of a transfer not executed or executed defectively~~

~~In the event of an authorized transfer not executed or executed defectively, in addition to any claims arising from mandate law in accordance with section 667 BGB and unjust enrichment in accordance with sections 812 et seq. BGB, the customer is entitled to compensation in line with the following regulations:~~

- ~~The Bank is liable for its own negligence. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.~~
- ~~The Bank is not liable for the negligence of intermediaries. In such cases, the Bank's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).~~

- ~~The Bank's liability is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to willful misconduct or gross negligence on the part of the Bank, or to any risks the Bank has specifically assumed.~~

~~3.1.3.6 Exclusion of liability and right to submit objections~~ ~~3.3.3 Exclusion of liability and right to submit objections~~

~~(1) The customer has no claims owing to the defective execution of a transfer in accordance with no. 3.3.2 if~~ The Bank's liability in accordance with no. 3.1.3.2

~~3.1.3.2 to 3.1.3.5 is excluded in the following cases:~~

- ~~The Bank proves to the customer that the transfer amount was duly received by the payment service provider of the payee. the transfer was executed according to the payee's client identifier incorrectly provided by the customer (see no. 1.2), or~~
- ~~The transfer was executed using the incorrect client identifier of the payee provided by the customer (see no. 1.2). In this case, however, the customer can instruct the Bank to seek to recover the payment amount as far as possible. If it is not possible to recover the transfer amount in accordance with sentence 2, the Bank is required to provide the customer with all available information on written request so that the customer can claim a refund of the transfer amount from the actual recipient of the transfer. The Bank will charge the amount shown in the »List of Prices and Services« for the activities by the Bank in accordance with sentences 2 and 3 of this item. the Bank proves to the customer that the transfer amount was duly received by the payment service provider of the payee.~~

~~(2) Claims by the customer in accordance with no. 3.3.1 and 3.3.2~~ 3.1.3.1 to 3.1.3.5 and objections addressed to the Bank by the customer on account of transfers not executed or executed defectively, or on account of unauthorized transfers, are excluded if the customer does not inform the Bank ~~in text form~~ by no later than 13 months after the date of the debit due to an unauthorized or defectively executed transfer. This period begins only when the Bank has informed the customer of the debit entry for the transfer in the manner agreed for account information no later than one month after the debit entry; otherwise this period begins on the day of notification. Claims for damages ~~in accordance with no. 3.1.3.3~~ can also be made by the customer after the end of the period stated in sentence 1 if the customer was prevented from complying with this deadline through no fault of his own. ~~Sentences 1 to 3 also apply if the customer initiates the transfer via a payment initiation service provider. Sentences 1 to 4 apply to claims for damages by the customer against the payment initiation service provider to the extent that:~~

- ~~the notification of the Bank is also sufficient to preserve claims and objections by the customer against the payment initiation service provider;~~
and
- ~~the customer can also make claims against the payment initiation service provider after the end of the time limit if he was prevented from complying with this deadline through no fault of his own.~~

3.2 Transfers to/from non-EEA countries (third countries)

3.2.1 Information required

The customer must provide the following information for the execution of the transfer:

- payee's name;
- client identifier of the payee (see no. 1.2); if the BIC is not known for a crossborder
- transfer, the full name and address of the payee's payment service
- provider must be provided instead
- destination country (code where appropriate in line with Appendix 1)
- currency (code where appropriate in line with Appendix 1)
- amount
- customers' name
- customer's account number and sort code or IBAN

3.2.2 Execution date

Transfers are implemented as quickly as possible.

3.2.3. Customer's refund and compensation claims

3.2.3.1 ~~Bank's liability for~~ Refunds for unauthorized transfers

(1) In the event of an unauthorized transfer (see no. 1.3(2) above), the Bank is not entitled to have its expenses refunded by the customer. The Bank is required to refund the transfer amount to the customer and, if the amount has been debited to an account of the customer, to restore this account to what the balance would have been without the charge for the unauthorized transfer. This obligation must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the transfer was not authorized or the Bank is otherwise made aware of this. If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated. If the transfer was initiated by a payment initiation service provider, the duties under sentences 2 to 4 must be fulfilled by the Bank.

(2) The Bank is liable for its own negligence in the event of other losses resulting being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.

3.2.3.2 Liability in the event of an authorized transfer not executed, executed defectively or executed late

In the event of an authorized transfer not executed, executed defectively or executed late, in addition to any claims arising from mandate law in accordance with section 667 BGB and unjust enrichment in accordance with sections 812 et seq. BGB, customers are entitled to compensation in line with the following regulations:

- The Bank is liable for its own negligence. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.
- The Bank is not liable for the negligence of intermediaries. In such cases the Bank's liability is limited to the careful selection and instruction of the first intermediary (forwarded order).

- The Bank's liability is limited to a maximum of EUR 12,500 per transfer. This limitation of liability does not apply to willfull misconduct or gross negligence on the part of the Bank, or to any risks the Bank has specifically assumed.

3.2.3.3 Exclusion of liability and right to submit objections

(1) The Bank's liability in accordance with no. 3.2.3.2 is excluded in the following cases:

- The Bank proves to the customer that the transfer amount was duly received by the payment service provider of the payee.
- The transfer was executed using the incorrect client identifier of the payee provided by the customer (see no. 1.2). In this case, however, the customer can instruct the Bank to seek to recover the payment amount as far as possible. The Bank will charge the amount shown in the »List of Prices and Services« for the activities by the Bank in accordance with sentence 2 of this item.

(2) Claims by the customer in accordance with no. 3.2.3.1 and 3.2.3.2 and objections addressed to the Bank by the customer on account of transfers not executed or executed defectively, or on account of unauthorized transfers, are excluded if the customer does not inform the Bank of this in text form by no later than 13 months after the date of the debit due to an unauthorized or defectively executed transfer. This period begins only when the Bank has informed the customer of the debit entry for the transfer in the manner agreed for account information no later than one month after the debit entry; otherwise this period begins on the day of notification. Claims for damages can also be made by the customer after the end of the period stated in sentence 1 if the customer was prevented from complying with this deadline through no fault of his own. Sentences 1 to 3 also apply if the customer initiates the transfer via a payment initiation service provider.

Sentences 1 to 4 apply to claims for damages by the customer against the payment initiation service provider to the extent that:

- the notification of the Bank is also sufficient to preserve claims and objections by the customer against the payment initiation service provider;
and
- the customer can also make claims against the payment initiation service provider after the end of the time limit if he was prevented from complying with this deadline through no fault of his own.

(3) Claims on the part of the customer are excluded if the circumstances giving rise to a claim

- are due to an unusual and unforeseeable event beyond the Bank's control and that could not have been avoided despite the application of due diligence;
or
- were caused by the Bank in the performance of a statutory obligation.

Terms and Conditions for Payments by Direct Debit under a SEPA Core Direct Debit

Version dated 13 January 2018

The General Terms and Conditions and Special Terms and Conditions of LBBW govern the business relationship between the customer and Landesbank Baden-Württemberg, its dependent institutions – Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank. Declarations by Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank in the context of the business relationship exclusively grant rights to and impose obligations on Landesbank Baden-Württemberg.

The following terms and conditions apply to payments made by the customer to payees by means of SEPA core direct debit through his account with the Bank.

1 General.

1.2 Charges and their amendment

1.2.1 Charges for consumers

The charges for direct debit payments are shown in the »List of Prices and Services«. Changes in charges for **direct debit payments** will be proposed to the customer in text form at least two months before their effective date. If the customer has agreed to electronic communication with the Bank in the context of the business relationship, changes can also be proposed in this way. The customer's consent is deemed to have been granted if he does not indicate his rejection before the proposed effective date of the changes. The Bank will specifically advise the customer of this in its proposal. If changes in charges are proposed to the customer, the customer can also terminate this business relationship without notice and without charge prior to the proposed effective date of the changes. The Bank will specifically advise the customer of this right of termination in its proposal.

Changes in charges for the payment services framework agreement (giro agreement) are governed by no. 17(6) of the Bank's General Terms and Conditions.

2 SEPA core direct debit.

2.1 General

2.1.2 Client identifiers

The customer must use the IBAN¹ provided to him and, for cross-border payments (**within outside** the European Economic Area² **until 31 January 2016**), the Bank's BIC³ as his client identifier for the payee in these transactions, as the Bank is only permitted to execute payment by way of SEPA core direct debit on the basis of the client identifier provided. The Bank and the other agents involved execute the payment to the payee using the IBAN specified in the direct debit data by the payee as the client identifier, and also using the BIC specified in the event of cross-border payments **outside the EEA**.

2.1.3 Transmission of direct debit data

For SEPA core direct debits, direct debit data can also be forwarded ~~to the Bank by the payee's payment service provider~~ using the messaging system of the Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium, and data centers in the European Union, Switzerland or the US.

2.2 SEPA direct debit mandate

2.2.1 Issuing the SEPA direct debit mandate

The customer issues the payee a SEPA direct debit mandate. The customer thereby authorizes the Bank to redeem the payee's SEPA core direct debits. The mandate must be issued in writing or in the manner agreed with the Bank.

~~This authorization also entails explicit consent to the payment service providers and any intermediaries involved in the direct debit payment accessing, processing, transmitting and storing the personal data of the customer required to execute the direct debit.~~

The SEPA direct debit mandate must include the following declarations by the customer:

- authorization of the payee to collect payments from the customer's account by means of a SEPA core direct debit; and
- instructions to the Bank to redeem SEPA core direct debits drawn by the payee from the account.

The SEPA direct debit mandate must include the following authorization data:

- payee's name;
- a creditor identification number;
- recurring/single payment identifier;
- customer's name (if available); and
- client identifier (see no. 2.1.2).

The direct debit mandate can also include further information in addition to the authorization data. On collection of the final direct debit, the payee will inform the customer's bank that the SEPA direct debit mandate has expired.

2.4 Payment using a SEPA core direct debit

2.4.3 Notification of the non-execution, cancellation or rejection of a direct debit

The Bank will notify the customer of the non-execution, cancellation (see no. 4.1.2(2)) or rejection of a SEPA direct debit (see no. 2.4.2) without delay or by no later than the time agreed in no. 2.4.4. This can also be done in the manner agreed for account information. As far as possible, the Bank will state the reasons and give the customer the opportunity to correct the errors that led to the nonexecution, cancellation or rejection.

The Bank will charge the amount shown in the »List of Prices and Services« for the ~~notification of a~~ legitimate rejection of the redemption of an authorized SEPA core direct debit due to lack of funds (see no. 2.4.1(2), ~~second third~~ bullet point).

2.6 Customer's refund, correction and compensation claims

2.6.1 Refunds for unauthorized payments

In the event of a payment not authorized by the customer, the Bank is not entitled to have its expenses refunded by the customer. The Bank is required to refund the amount charged to the customer's account by direct debit **without delay**. In doing so, it will restore the account to what the balance would have been without the charge for the unauthorized payment. **This obligation must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the transfer was not authorized or the Bank is otherwise made aware of this.** If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated.

2.6.2 **Refund** Claims in the event of authorized payments not executed **or**, executed defectively **or** executed late

(3) **If the incorrect execution was due to the payment amount having been received pursuant to 2.4.4 (delay), the claims pursuant to (1) and (2) are excluded. If the customer has suffered a loss due to the delay, the bank is liable pursuant to 2.6.3 (for customers who are not consumers, pursuant to 2.6.4).** If the direct debit amount is received by the payee's payment service provider only after the end of the period stated in no. 2.4.4(2) (late), the payee can instruct his payment service provider to credit the direct debit amount to the payee's account as if the payment had been properly executed.

2.6.3 Compensation for breach of duty

(1) In the event of an authorized payment not executed **or**, executed defectively **or** **executed late**, or of an unauthorized payment, the customer can demand compensation from the Bank not already covered by no. 2.6.1 and 2.6.2. This does not apply if the Bank is not responsible for the breach of duty. In this context, a breach of duty on the part of an intermediary of the Bank is deemed a breach of duty within the Bank's control. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.

2.6.4 **Compensation Claims** by customers who are not consumers for **authorized payments not executed ~~authorized payments executed defectively or for unauthorized payments~~**

By contrast to the **refund claims** claims in no. 2.6.2 and **compensations claims in** no. 2.6.3, in the event of an authorized payment not executed, executed defectively or executed late, or in the event of an unauthorized payment, in addition to any claims arising from mandate law in accordance with section 667 of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) and unjust enrichment in accordance with sections 812 et seq. BGB, **customers who are not consumers** are only entitled to compensation in line with the following regulations:

- **The Bank is liable for its own negligence. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.**

- The Bank is not liable for the negligence of its intermediaries. In such cases the Bank's liability is limited to the careful selection and instruction of the first intermediary. ~~In the event of authorized payments not executed or executed defectively or unauthorized payments, customers who are not consumers can demand compensation from the Bank for the loss resulting from this. This does not apply if the Bank is not responsible for the breach of duty. If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.~~
- The customer's claim to compensation is limited to the amount of the direct debit plus the Bank's charges and interest. If this involves claims for consequential damages, the claim is limited to a maximum of EUR 12,500 per transfer. These liability restrictions do not apply to willful misconduct or gross negligence on the part of the Bank, to any risks the Bank has specifically assumed ~~or unauthorized payments.~~

2.6.5 Exclusion of liability and right to submit objections

(1) The Bank's liability in accordance with no. 2.6.2 to 2.6.4 is excluded ~~in the following cases:~~

- ~~if the~~ The Bank **proves** to the customer that the payment amount **was** received on time and in full by the payment service provider of the payee, ~~or.~~
- ~~if the~~ The payment **was** executed using the incorrect client identifier of the payee provided by the payee. In this case, however, the customer can instruct the Bank to seek to recover the payment amount as far as possible. ~~If it is not possible to recover the payment amount in accordance with sentence 2 of this point, the Bank is required to provide the customer with all available information on written request so that the customer can claim a refund of the payment amount from the actual recipient of the transfer. The Bank will charge the amount shown in the »List of Prices and Services« for the activities in accordance with sentences 2 and 3 of this item. The Bank charges the amount shown in the »List of Prices and Services« for such recovery.~~

Appendix: List of SEPA countries and territories

1 Countries of the European Economic Area (EEA).

1.1 Member States of the European Union

Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Reunion), Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, the Czech Republic, Hungary, United Kingdom of Great Britain and Northern Ireland and Cyprus.

1.2 Other countries

Iceland, Liechtenstein and Norway.

2 Other countries and territories.

Monaco, San Marino, Switzerland, Saint-Pierre and Miquelon, **Jersey and Guernsey, Isle of Man.**

Terms and Conditions for Direct Debiting.

SEPA Core Direct Debit.

Version dated 13 January 2018

The General Terms and Conditions and Special Terms and Conditions of LBBW govern the business relationship between the customer and Landesbank Baden-Württemberg, its dependent institutions – Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank. Declarations by Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank in the context of the business relationship exclusively grant rights to and impose obligations on Landesbank Baden-Württemberg.

1 SEPA Core Direct Debit Scheme – Definition and key characteristics.

1.2 The SEPA Core Direct Debit Scheme is governed by the current version of the »SEPA Core Direct Debit Scheme Rulebook« issued by the European Payments Council (EPC)1. The SEPA Direct Debit Scheme allows a payer to effect payments via the payment service provider to the payee in euro within the Single Euro Payments Area (SEPA) area. SEPA includes the countries and territories named ~~in the »List of Prices and Services« in Appendix B.~~ To execute payments using SEPA core direct debits, the payer must issue the payee a SEPA direct debit prior to payment (see no. 5). The payee initiates the respective payment by presenting the direct debits to the payment service provider of the payer through his bank.

In the event of an authorized SEPA core direct debit payment, the payer can demand the refund of the direct debit amount debited by his payment service provider within a period of eight weeks from the date of the debit entry in his account without stating reasons. This results in the cancellation of the ~~conditional credit credit entry~~ in the payee's account.

3 Charges and expenses.

3.2 If the payee is not a consumer, the Bank charges the amount shown in the »List of Prices and Services« for every SEPA core direct debit not redeemed or canceled on account of a refund request by the payer. Section 675f(45) sentence 2 of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) (Charges for the fulfillment of ancillary obligations) does not apply. No. ~~3-6~~ 15.2 applies accordingly.

3.3 ~~The Bank is entitled to invoice the payee for any expenses incurred if the Bank carries out the instructions or acts in the presumed interests of the payee (particularly in connection with the processing of returned direct debits).~~ The refunding of the Bank's expenses is governed by statutory provisions.

~~3.5 Changes in charges will be proposed to the payee in text form at least two months before their effective date. If the payee has agreed to electronic communication with the Bank in the context of the business relationship, changes can also be proposed in this way. The payee's consent is deemed to have been granted if he does not indicate his rejection before the proposed effective date of the changes. The Bank will specifically advise the customer of this in its proposal.~~
~~3.6 The regulations of 17(2) to (6) of the Bank's General Terms and Conditions continue to apply to charges, and changes in these charges, for payees who are not consumers.~~

4 Client identifiers.

The payee must use

- the IBAN² provided by the Bank – and for cross-border direct debits in countries outside des European Economic Area⁴ the Bank's BIC³ as well – as his client identifier and
- the IBAN² provided by the payer and – for cross-border ~~payments~~ direct debits (to countries outside ~~inside~~ the European Economic Area⁴) ~~for the countries and territories stated in the »List of Prices and Services« until 31 January 2016~~ the BIC³ of the payer's payment service provider as well – as the payer's customer identifier.

The Bank is authorized to collect the SEPA basic direct debits solely on the basis of the client identifiers provided.

5 SEPA direct debit mandate.

5.1 The payee must obtain a SEPA direct debit mandate from the payer before submitting SEPA core direct debits. The SEPA direct debit mandate must include the following declarations by the payer:

- authorization of the payee by the payer to collect payments from the account of the payer by means of a SEPA core direct debit; and
- the payee's instruction to his payment service provider to redeem the SEPA core direct debits drawn by the payee from the payer's account.

The authorization text ~~provided on the Bank's website (<https://LBBW> attached as Appendix A.1, A.2~~ or an equivalent text in an official language of the countries and territories stated ~~in the »List of Prices and Services« in Appendix B~~ must be used for a SEPA direct debit mandate in accordance with the specifications of the EPC⁵. In addition to the authorization text, the SEPA direct debit mandate must contain at least the following information:

- payee's name;
- the payee's creditor identification number (issued by Deutsche Bundesbank for payees based in Germany)⁶;
- payee's name ~~separate~~ or designation ~~in accordance with Appendix C~~;
- payer's client identifier (IBAN² and ~~in the case of cross-border payments (within the European Economic Area for the countries and territories stated in the »List of Prices and Services« until 31 January 2016)~~ additionally the payer's BIC³ (see no. 4))

- recurring/single payment identifier;
- date of the SEPA direct debit mandate;
- payer's signature.

The mandate reference individually assigned by the payee

- uniquely identifies each mandate in conjunction with the creditor identifier,
- is up to 35 alphanumeric digits long and
- can be included in the mandate or must be provided to the payer subsequently.

The direct debit mandate can also include further information in addition to these data.

5.4 The payee is required to preserve the SEPA direct debit mandate issued by the payer, including any changes made,

- in the legally prescribed form. The SEPA direct debit mandate is valid indefinitely, provided that no more than 36 months have passed since the last collection. After the SEPA direct debit mandate expires, it must be retained **in original in the legally prescribed form** for a period of at least 14 months, counting from the due date of the last SEPA core direct debit.

7 Submitting SEPA core direct debits.

7.1 The SEPA direct debit mandate issued by the payer remains with the payee. The payee copies the authorization data and any additional information into the data record for the collection of SEPA core direct debits. The respective direct debit amount and the date on which the direct debit payment is due are indicated by the payee. **If the direct debit is charged to an account of the payer outside the EEA, the data record must also include the payer's address.**

7.2 The payee submits the data record for the collection of the SEPA core direct debit to the Bank electronically in accordance with the agreed submission periods. The Terms and Conditions for Data Transmission and Online Banking apply. The SEPA core direct debit must be tagged as follows: »CORE« ~~or~~ »CORT« in the »Code« element of the »Local instrument« element group. The payer's payment service provider is entitled to process the SEPA core direct debit according to how it is tagged.

8 Submission periods.

Certain submission periods before the due date must be observed when submitting SEPA core direct debits. **These are shown in the »List of Prices and Services«, as are the business days.**

9 Direct debiting and execution of payment.

9.1 For SEPA core direct debits, direct debit data can **also** be forwarded ~~by the bank to the payer's payment service provider~~ using the messaging system of the Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium, and data centers in the European Union, **and** Switzerland **or** the US.

10 Return debits.

10.1 If a SEPA core direct debit is not redeemed by the payer's payment service provider or canceled on account of a refund request by the payer, the Bank will cancel the (conditional) credit. This occurs regardless of whether a statement of account has since been issued.

11 Notification.

11.2 The Bank can agree different arrangements with payees who are not consumers. ~~In derogation to 11.1, if payees are not consumers, the frequency, form, and method of account information agreed upon between the customer (payee) and the Bank will be observed. In this respect, changes can be made at any time and are communicated between the customer and the Bank with adequate prior notification.~~

~~12 Claims in the event of a direct debit collection order not executed or executed defectively by the Bank and in the event of late receipt of the direct debit amount Payee's refund claims.~~

~~12.4 If the direct debit amount has merely been received by the Bank late, in accordance with section 675y(4) BGB the payee can instruct the Bank to credit the direct debit amount to the payee's account as if the payment had been properly executed.~~

13 Payee's compensation claims for breach of duty.

13.1 If a SEPA core direct debit collection order is not executed, ~~or~~ executed defectively ~~or executed late~~, the payee can demand compensation from the Bank for the loss resulting from this. This does not apply if the Bank is not responsible for the breach of duty. If the payee has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence determine the extent to which the Bank and the payee must bear the loss or damage.

15 Amendments to this agreement.

15.1 Amendments to this agreement, ~~and in particular changes in charges in accordance with no. 3~~, will be proposed to the payee in text form at least two months before their effective date. If the customer has agreed to electronic communication with the Bank in the context of the business relationship, changes can also be proposed in this way. The payee's consent is deemed to have been granted if he does not indicate his rejection before the proposed effective date of the changes. The Bank will specifically advise the payee of this in its proposal. If changes in charges are proposed to the payee, the payee can also terminate this business relationship without notice and without charge prior to the proposed effective date of the changes. The Bank will specifically advise the payee of this right of termination in its proposal.

15.2 The regulations of no. 17(12) to (6) of the Bank's General Terms and Conditions continue to apply to charges, and changes in these charges, for payees who are not consumers.

16 Miscellaneous.

16.1 Unless agreed otherwise, and by contrast to section 26(1) sentence 3 of the General Terms and Conditions of the Bank, the Bank has a minimum notice period of two ~~months~~ weeks for payees who are not consumers.

18 Special agreements.

Appendices

A.1 Authorization text for SEPA direct debit mandate for recurring payments

A.2 Authorization text for SEPA direct debit mandate for a one-time payment

B List of SEPA countries and territories

C Payer's name in accordance with no. 5.1

Appendix A.1: Authorization text for payee's SEPA direct debit mandate under the SEPA Core Direct Debit Scheme for recurring payments

SEPA Direct Debit Mandate

I/we authorize

(payee's name) to debit payments from my/our account by direct debit. At the same time, I/we instruct my/our credit institution to redeem direct debits drawn by

(payee's name) from my/our account.

Note: I/we can demand the refund of the amount debited within eight weeks of the debit date. The terms and conditions agreed with my/our credit institution apply.

See no. 5.1 for further mandate components.

Appendix A.2: Authorization text for payee's SEPA direct debit mandate under the SEPA Core Direct Debit Scheme for a one-time payment

SEPA Direct Debit Mandate

I/we authorize

(payee's name) to debit a one-time payment from my/our account by direct debit. At the same time, I/we instruct my/our credit institution to redeem the direct debit drawn by

(payee's name) from my/our account.

Note: I/we can demand the refund of the amount debited within eight weeks of the debit date. The terms and conditions agreed with my/our credit institution apply.

See no. 5.1 for further mandate components.

Appendix B: List of SEPA countries and territories

1 Countries of the European Economic Area (EEA).

1.1 Member States of the European Union

Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Reunion), Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, the Czech Republic, Hungary, United Kingdom of Great Britain and Northern Ireland and Cyprus.

1.2 Other countries

Iceland, Liechtenstein and Norway.

2 Other countries and territories.

Monaco, San Marino, Switzerland, Saint-Pierre and Miquelon, Jersey and Guernsey, Isle of Man.

Appendix C: Payer's name in accordance with no. 5.1

If a direct debit mandate is generated from BankCard data for a SEPA core direct debit (local instrument = CORE or COR1) at the point of sale (POS) and the payer's name is not available, card data can be used instead of the name to identify the payer as follows: constant/CDGM (card data-generated mandate), followed by /card number, /serial number and /expiry date (four-digit in YYMM format). The PAN should be used if the card number is not available. To achieve a card number card/PAN with the same field length, zeros should be added to the left of the card number up to 19 digits.

These direct debits must be flagged in the data record with the purpose code »CGDD« (card-generated direct debit).

Terms and Conditions for Payments by Direct Debit under a SEPA B2B Direct Debit.

Version dated 13 January 2018

The General Terms and Conditions and Special Terms and Conditions of LBBW govern the business relationship between the customer and Landesbank Baden-Württemberg, its dependent institutions – Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank. Declarations by Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank in the context of the business relationship exclusively grant rights to and impose obligations on Landesbank Baden-Württemberg.

The following terms and conditions apply to payments made by a customer who is not a consumer to payees by means of SEPA B2B direct debit through his account with the Bank.

1 General.

1.2 Charges

The regulations of no. 17(12) to (6) of the **Bank's** General Terms and Conditions apply to charges and changes in these charges.

2 SEPA B2B direct debit.

2.1 General

2.1.2 Client identifiers

The customer must use the IBAN¹ provided to him and, for cross-border payments ~~(within the European Economic Area until 31 January 2016)~~ outside the European Economic Area², the Bank's BIC³ as his client identifier for the payee in these transactions, as the Bank is only permitted to execute payment by way of SEPA B2B direct debit on the basis of the client identifier provided. The Bank and the other agents involved execute the payment to the payee using the IBAN specified in the direct debit data by the payee as the client identifier, and also using the BIC specified in the event of cross-border payments **outside the EEA**.

2.1.3 Transmission of direct debit data

For SEPA B2B direct debits, direct debit data can **also** be forwarded ~~to the Bank by the payee's payment service provider~~ using the messaging system of the Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium, and data centers in the European Union, Switzerland or the US.

2.2 SEPA B2B direct debit mandate

2.2.1 Issuing the SEPA business-to-business direct debit mandate

The customer issues the payee a SEPA B2B direct debit mandate. The customer thereby authorizes the Bank to redeem the payee's SEPA B2B direct debits. The mandate must be issued in writing or in the manner agreed with the Bank. **This authorization also entails explicit consent to the payment service providers and any intermediaries involved in the direct debit payment accessing, processing, transmitting and storing the personal data of the customer required to execute the direct debit.**

The SEPA B2B direct debit mandate must include the following declarations by the customer:

- authorization of the payee to collect payments from the customer's account by means of a SEPA B2B direct debit; and
- instructions to the Bank to redeem SEPA B2B direct debits drawn by the payee from the account.

The SEPA B2B direct debit mandate must include the following authorization data:

- payee's name;
- a creditor identification number;
- recurring/single payment identifier;
- customers' name; and
- client identifier (see no. 2.1.2).

The direct debit mandate can also include further information in addition to the authorization data.

2.3 Collection of the SEPA B2B direct debit by the payee on the basis of the SEPA B2B direct debit mandate

(2) The payee submits the data record for the collection of the SEPA B2B direct debit to the Bank as the paying agent electronically via his payment service provider. This data record also includes the customer's instructions to the Bank in the SEPA B2B direct debit mandate to redeem the respective SEPA B2B direct debit (see no. 2.2.1 sentences 2 and 45). The Bank waives the agreed form for issuing the mandate for this instruction (see no. 2.2.1 sentence 3).

2.4 Payment using a SEPA B2B direct debit

2.4.1 Charging the direct debit amount to the customer's account

(2) An account will not be charged, or a charge made will be canceled no later than the second business day in accordance with the »List of Prices and Services« if

- the Bank has not received a confirmation from the customer in accordance with no. 2.2.2,
- the Bank has been instructed to cancel the B2B direct debit mandate in accordance with no. 2.2.3,
- the Bank has received notice of the rejection of the direct debit by the customer in accordance with no. 2.2.4,
- the customer does not have sufficient funds in his account or sufficient credit available to cover the direct debit (lack of funds); the Bank does not redeem direct debits in part,

- the payer's IBAN indicated in the direct debit data record cannot be attributed to an account of the customer at the Bank, or
- the Bank cannot process the direct debit because
 - the creditor identification number is missing from the direct debit data record or is clearly incorrect,
 - the mandate reference is missing,
 - the issue date of the mandate is missing, or
 - no due date has been specified.

2.4.3 Notification of the non-execution, cancellation or rejection of a direct debit

The Bank will notify the customer of the non-execution, cancellation (see no. 4.1.2(2)) or rejection of a SEPA B2B direct debit (see no. 2.4.2) without delay or by no later than the time agreed in no. 2.4.4. This can also be done in the manner agreed for account information. As far as possible, the Bank will state the reasons and give the customer the opportunity to correct the errors that led to the nonexecution, cancellation or rejection.

The Bank charges the amount shown in the »List of Prices and Services« for the **notification of a** legitimate rejection.

2.6 Customer's refund and compensation claims

2.6.1 Refunds for unauthorized payments

In the event of a payment not authorized by the customer, the Bank is not entitled to have its expenses refunded by the customer. The Bank is required to refund the amount charged to the customer's account by direct debit **without delay**. In doing so, it will restore the account to what the balance would have been without the charge for the unauthorized payment. **This obligation must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the transfer was not authorized or the Bank is otherwise made aware of this.** If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated.

2.6.2 Compensation for breach of duty

(+) In the event of an authorized payment not executed, executed defectively or executed late, or in the event of unauthorized payments, in addition to any claims arising from mandate law in accordance with section 667 of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) and unjust enrichment in accordance with sections 812 et seq. BGB, customers are entitled to demand compensation from the Bank for any losses incurred in line with the following regulations: ~~This does not apply if the Bank is not responsible for the breach of duty.~~

- **The Bank is liable for its own negligence.** If the customer has contributed to a loss being incurred through culpable conduct, the extent to which the Bank and the customer must bear the loss is determined by the principles of contributory negligence.
- **The Bank is not liable for the negligence of its intermediaries.** In such cases the Bank's liability is limited to the careful selection and instruction of the first intermediary.

(2) The Bank's liability for losses is limited to the amount of the direct debit **plus the Bank's charges and interest**. If this involves claims for consequential damages, the claim is limited to a maximum of EUR 12,500 per payment. These liability restrictions do not apply to willfull misconduct or gross negligence on the part of the Bank, to any risks the Bank has specifically assumed **or unauthorized payments**. Claims under section 675y BGB are excluded.

2.6.3 Exclusion of liability and right to submit objections

(1) The Bank's liability in accordance with no. 2.6.2 is excluded **in the following cases**:

- ~~if the~~ The Bank **proves** to the customer that the payment amount was received on time and in full by the payment service provider of the payee.
or
- ~~if the~~ The payment **was** executed using the incorrect client identifier of the payee provided by the payee. In this case, however, the customer can instruct the Bank to seek to recover the payment amount as far as possible. **If it is not possible to recover the payment amount in accordance with sentence 2 of this point, the Bank is required to provide the customer with all available information on written request so that the customer can claim a refund of the payment amount from the actual recipient of the transfer. The Bank will charge the amount shown in the »List of Prices and Services« for the activities in accordance with sentences 2 and 3 of this item. ~~The Bank charges the amount shown in the »List of Prices and Services« for such recovery.~~**

Appendix: List of SEPA countries and territories

1 Countries of the European Economic Area (EEA).

1.1 Member States of the European Union

Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Reunion), Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, the Czech Republic, Hungary, United Kingdom of Great Britain and Northern Ireland and Cyprus.

1.2 Other countries

Iceland, Liechtenstein and Norway.

2 Other countries and territories.

Monaco, San Marino, Switzerland, Saint-Pierre and Miquelon, **Jersey and Guernsey, Isle of Man.**

Terms and Conditions for Direct Debiting. SEPA B2B Direct Debit.

Version dated 13 January 2018

The General Terms and Conditions and Special Terms and Conditions of LBBW govern the business relationship between the customer and Landesbank Baden-Württemberg, its dependent institutions – Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank. Declarations by Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank in the context of the business relationship exclusively grant rights to and impose obligations on Landesbank Baden-Württemberg.

1 SEPA B2B direct debit – Definition and key characteristics.

1.2 The SEPA B2B Direct Debit Scheme is governed by the current version of the »SEPA Business to Business Direct Debit Scheme Rulebook« issued by the European Payments Council (EPC)¹. The SEPA B2B Direct Debit Scheme can only be used by payers that are not consumers.

The SEPA B2B Direct Debit Scheme allows a payer to effect payments via the payment service provider to the payee in euro within the Single Euro Payments Area (SEPA) area. SEPA includes the countries and territories named ~~in the »List of Prices and Services«~~ in Appendix B.

To execute payments using SEPA B2B direct debit:

- the payee and the payee's payment service provider must use the SEPA B2B Direct Debit Scheme;
- the payer's payment service provider must be available in the SEPA Direct Debit Scheme;
- the payer must issue the payee a SEPA B2B direct debit mandate prior to payment; and
- the payer must confirm to his bank that the SEPA B2B direct debit mandate has been issued.

The payee initiates the respective payment by presenting the direct debits to the payment service provider of the payer through his bank.

In the event of an authorized SEPA B2B direct debit payment, the payer cannot demand the refund of the direct debit amount debited by his payment service provider.

2 Collection agreement.

The payee is entitled to collect receivables owed by SEPA B2B direct debit if a document does not have to be produced to claim them. The payee undertakes to only submit direct debits for collection if he has received the payer's written SEPA B2B direct debit mandate signed by the payer (in accordance with no. 5.1).

3 Charges and expenses.

3.2 If the payee is not a consumer, the amount shown in the »List of Prices and Services« is charged for every SEPA B2B direct debit not redeemed. Section 675f(5) sentence 2 of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code) (Charges for the fulfillment of ancillary obligations) does not apply. No. 3.6 applies accordingly.

4 Client identifiers.

The payee must use

- the IBAN² provided by the Bank – and for cross-border direct debits in countries outside des European Economic Area³ and for payments before 31 January 2016 the Bank's BIC⁴ as well – as his client identifier and
- the IBAN² provided by the payer and – for cross-border payments direct debits (to countries outside the European Economic Area³) (within the European Economic Area for the countries and territories stated in the »List of Prices and Services« until 31 January 2016) the BIC⁴ of the payer's payment service provider as well – as the payer's customer identifier.

The Bank is authorized to collect the SEPA B2B direct debits solely on the basis of the client identifiers provided.

5 SEPA B2B direct debit mandate.

5.1 The payee must obtain a SEPA direct debit mandate from the payer before submitting SEPA B2B direct debits. The SEPA B2B direct debit mandate must include the following declarations by the payer:

- authorization of the payee to collect payments from the payer's account by means of a SEPA B2B direct debit; and
- the payee's instruction to his payment service provider to redeem the SEPA core direct debits drawn by the payee from the payer's account.

The authorization text ~~provided on the Bank's website (<https://LBBW-Business.de/sepa-lastschrift>) attached as Appendix A.1/A.2~~ or an equivalent text in an official language of the countries and territories stated ~~in the »List of Prices and Services« in Appendix B~~ must be used for a SEPA B2B direct debit mandate in accordance with the specifications of the EPC⁵.

In addition to the authorization text, the SEPA B2B direct debit mandate must contain at least the following information:

- payee's name;
- the payee's creditor identification number (issued by Deutsche Bundesbank for payees based in Germany)⁶;
- payer's name;
- client identifier (IBAN² and BIC⁴ see no. 4)
- recurring/single payment identifier;
- date of SEPA B2B direct debit mandate;
- payer's signature.

The mandate reference individually assigned by the payee

- uniquely identifies each mandate in conjunction with the creditor identifier,
- is up to 35 alphanumeric digits long, and
- can be included in the mandate or must be provided to the payer subsequently.

The SEPA B2B direct debit mandate can also include further information in addition to these data.

5.3 The payee is required to preserve the SEPA B2B direct debit mandate issued by the payer, including any changes made, in the legally prescribed form. The SEPA B2B direct debit mandate is valid indefinitely, provided that no more than 36 months have passed since the last collection. After the SEPA B2B direct debit mandate expires, it must be retained ~~in original in the legally prescribed form~~ for a period of at least 14 months, counting from the due date of the last SEPA core direct debit.

7 Submitting SEPA B2B direct debits.

7.1 The SEPA B2B direct debit mandate issued by the payer remains with the payee. The payee copies the authorization data and any additional information into the data record for the collection of SEPA B2B direct debits. The respective direct debit amount and the date on which the direct debit payment is due are indicated by the payee. ~~If the direct debit is charged to an account of the payer outside the EEA, the data record must also include the payer's address.~~

8 Submission periods.

Certain submission periods before the due date must be observed when submitting SEPA B2B direct debits. ~~These are shown in the »List of Prices and Services«, as are the business days.~~

9 Direct debiting and execution of payment.

9.1 For SEPA B2B direct debits, direct debit data can also be forwarded ~~by the bank to the payer's payment service provider~~ using the messaging system of the Society for Worldwide Interbank Financial Telecommunication (SWIFT), based in Belgium, and data centers in the European Union, ~~and Switzerland or the US.~~

9.4 Direct debit amounts collected are ~~–in the event of a collective connection order for the total amount–~~ credited to the payee's account with »Subject to receipt of funds« (conditional credit).

11 Notification.

11.2 The Bank can agree different arrangements with payees who are not consumers. ~~In derogation to 11.1, if payees are not consumers, the frequency, form, and method of account information agreed upon between the customer (payee) and the Bank will be observed. In this respect, changes can be made at any time and are communicated between the customer and the Bank with adequate prior notification.~~

12 Claims in the event of a direct debit collection order not executed or executed defectively by the Bank and in the event of late receipt of the direct debit amount ~~Payee's refund claims.~~

12.4 If the direct debit amount has merely been received by the Bank late, in accordance with section 675y(4) BGB the payee can instruct the Bank to credit the direct debit amount to the payee's account as if the payment had been properly executed.

13 Payee's compensation claims for breach of duty.

13.1 If a SEPA B2B direct debit collection order is not executed, ~~or~~ executed defectively ~~or executed late~~, the payee can demand compensation from the Bank for the loss resulting from this. This does not apply if the Bank is not responsible for the breach of duty. If the payee has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence determine the extent to which the Bank and the payee must bear the loss or damage.

15 Miscellaneous.

15.1 Unless agreed otherwise, and by contrast to section 26(1) sentence 3 of the General Terms and Conditions of the Bank, the Bank has a minimum notice period of two ~~months~~ ~~weeks~~ for payees who are not consumers.

17 Special agreements.

Appendices

- A.1 Authorization text for SEPA B2B direct debit mandate for recurring payments
- A.2 Authorization text for SEPA B2B direct debit mandate for a one-time payment
- B List of SEPA countries and territories

Appendix A.1: Text for payer's SEPA B2B direct debit mandate under the SEPA Business-to-Business Direct Debit Mandate for recurring payments

SEPA B2B direct debit mandate

I/we authorize

(payee's name) to debit payments from my/our account by direct debit. At the same time, I/we instruct my/our credit institution to redeem direct debits drawn by

(payee's name) from my/our account.

Note: This direct debit mandate is only for the collection direct debits from the accounts of companies. I am/we are not entitled to demand a refund of the amount debited after redemption. I am/we are authorized to instruct my/our credit institution not to redeem direct debits until the due date.

See no. 5.1 for further mandate components.

**Appendix A.2: Text for payer's SEPA B2B direct debit mandate under the SEPA Business-to-Business Direct Debit Mandate for a one-time payment
SEPA B2B direct debit mandate**

I/we authorize

(payee's name) to debit a one-time payment from my/our account by direct debit. At the same time, I/we instruct my/our credit institution to redeem direct debits drawn by

(payee's name) from my/our account.

Note: This direct debit mandate is only for the collection of direct debits from the accounts of companies. I am/we are not entitled to demand a refund of the amount debited after redemption. I am/we are authorized to instruct my/our credit institution not to redeem direct debits until the due date.

See no. 5.1 for further mandate components.

Appendix B: List of SEPA countries and territories

1 Countries of the European Economic Area (EEA).

1.1 Member States of the European Union

Belgium, Bulgaria, Denmark, Germany, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Reunion), Greece, Ireland, Italy, Croatia, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, Romania, Sweden, Slovakia, Slovenia, Spain, the Czech Republic, Hungary, United Kingdom of Great Britain and Northern Ireland and Cyprus.

1.2 Other countries

Iceland, Liechtenstein and Norway.

2 Other countries and territories.

Monaco, San Marino, Switzerland, Saint-Pierre and Miquelon, Jersey and Guernsey, Isle of Man.

Terms and Conditions for Online Banking – BW Online Banking with Direct Brokerage, Mobile Banking and HBCI Banking.

Version dated ~~April 2017~~ 13 January 2018

1 Services.

(1) The account/securities account holder ~~can~~ and his authorized representative ~~can~~ conduct banking transactions via online banking and direct brokerage to the extent offered by the Bank. ~~He can~~ They can also access information from the Bank via online banking. In addition, the holder of a payment account and his authorized representative are authorized to use a payment initiation service in accordance with section 1(33) of the *Zahlungsdiensteaufsichtsgesetz* (ZAG – Payment Services Supervision Act) to initiate a payment order and an account information service in accordance with section 1(34) ZAG for information on a payment account.

(2) Account and securities account holders and their authorized representatives are collectively referred to below as »participants«. Accounts, ~~credit cards~~ and securities accounts are collectively referred to below as an »account« unless expressly stipulated otherwise.

2 Requirements for the use of online banking.

In order to ~~conduct bank transactions using~~ use online banking, the participant requires the personalized security features and ~~authentication instruments~~ payment instruments agreed with the Bank to identify himself as an authorized participant (see no. 3) and to authorize orders (see no. 4). Instead of a personalized security feature, a biometric feature of the participant can also be agreed for the purposes of authentication or authorization.

2.1 Personalized security features

Personalized security features are ~~personalized features that the Bank provides to the participant for authentication or authorization. Personalized security features, which can also be alphanumeric, include:~~

- the personal identification number (PIN),
- single-use transaction numbers (TAN),
- the electronic signature user code.

2.2 ~~Authentication instruments~~ Payment instruments

~~The following authentication instruments~~ Payment instruments are personalized instruments or procedures whose use has been agreed between the Bank and the account holder and that are used by the participant to issue an online banking order. In particular, the following payment instruments can be used to provide the participant with the ~~TAN or electronic signature~~ personalized security feature (e.g. TAN):

- PIN letter;
- ~~using a TAN generator or;~~
- online banking app on a mobile device (e.g. cell phone) for receiving or generating a TAN;
- ~~on a chip card with signature function; or~~
- other payment instrument containing signature keys. ~~For a chip card, the participant also requires a suitable card reader.~~

3 Access to online banking.

The participant will be given access to online banking if

- the participant has sent the account numbers or his individual ~~client identifier~~ ~~participant identifier~~ and his PIN or electronic signature, ~~or has used his biometric feature;~~
- these data have been verified by the Bank and access authorization has been granted to the Participant; and
- access has not been blocked (see no. 8.1 and 9).
- After access to online banking has been granted, the participant can retrieve information or issue orders.

Sentences 1 and 2 also apply if payment orders are initiated via a payment initiation service and payment account information is requested via an account information service (see no. 1(1) sentence 3).

4 Online banking orders.

4.1 Issuing orders and authorization

In order for online orders (e. g. bank transfers) to be valid, the participant must authorize them with the ~~agreed~~ personalized security feature (e. g. TAN or electronic signature) ~~provided by the Bank or with the agreed biometric security feature,~~ and transmit them to the Bank via online banking, ~~unless agreed otherwise with the Bank.~~ The Bank confirms receipt of the order via online banking.

~~Sentences 1 and 2 also apply if the holder of a payment account and his authorized representatives issue and transmit payment orders via a payment initiation service (see no. 1(1) sentence 3).~~

5 Processing of online banking orders by the Bank.

(1) Online banking orders are processed on the business days specified for the processing of the relevant type of order (e. g. bank transfer) on the Bank's online banking site or in the »List of Prices and Services«, within the framework of regular work processes. If the order is received after the time specified on the Bank's online banking site or stated in the »List of Prices and Services« (receipt deadline), or if the time of receipt is not a business day in accordance with the Bank's »List of Prices and Services«, such orders are deemed to have been received on the following business day. Processing will not begin until this day.

The execution time for **securities** orders is dependent on the technical availability of the system used by the stock exchange.

(2) The Bank will execute the order if the following conditions have been met:

- The participant has authorized **himself the order with his personalized security feature**.
- The participant is authorized to issue the respective type of order (e. g. securities order).
- The online banking data format has been complied with.
- The separately agreed online banking transaction limit has not been **exceeded**.
- The **other** conditions for execution in accordance with the relevant terms and conditions for the respective type of order (e. g. sufficient funds in accordance with the terms and conditions for bank transfers) are satisfied.

If the conditions for execution in accordance with sentence 1 have been met, the Bank carries out the online banking orders in accordance with the provisions of the terms and conditions applicable to the respective type of order (e. g. terms and conditions for bank transfers, terms and conditions for securities transactions).

7 Participant's diligence obligations.

7.1 Technical connection to online banking

The participant is required to establish the technical connection to online banking **only** via the online banking access channels (e. g. internet address), which are disclosed separately by the Bank.

The holder of a payment account and his authorized representative can also establish the technical connection to online banking to initiate payment orders and request payment account information via a payment initiation service or account information service (see no. 1(1) sentence 3) of their choice.

7.2 Confidentiality of personalized security features and secure storage of **authentication instruments payment instruments**

(1) The participant must

- keep his personalized security features secret (see no. 2.1) ~~and only transmit them to the Bank via the online banking access channels, which are disclosed separately by the Bank, when issuing an order~~ and
- protect his ~~authentication instrument payment instrument~~ (see no. 2.2) from being accessed by other persons.

Any other person who is in possession of the ~~authentication instrument payment instrument~~, in conjunction with **knowledge of** the associated personalized **security feature**, can misuse the online banking procedure.

The duty to keep personalized security features secret in accordance with sentence 1 does not apply to the holder of a payment account and his authorized representative as regards payment initiation services and account information services (see no. 1(1) sentence 3) if they initiate payment orders via a payment initiation service or request payment account information via an account information service.

(2) In particular, the following must be observed in order to protect the personalized security feature and the ~~authentication instrument~~ payment instrument:

- a) The personalized security feature must not be stored electronically ~~unprotected (e.g. in the customer system)~~.
- b) When entering the personalized security feature, it must be ensured that other persons cannot spy on such features.
- ~~c) The personalized security feature must not be entered outside of the web pages agreed separately (e.g. not on online merchant sites).~~
- ~~c) d) The personalized security feature must not be forwarded by e-mail or other means of telecommunication outside the online banking process, e.g. by e-mail.~~
- d) e) The personalized security feature (e.g. PIN) ~~The PIN and the electronic signature user code must not~~ must not be kept together with the payment instrument.
- e) f) The participant must not use more than one TAN, for example, to authorize an order; ~~or~~ cancel a block.

7.3 ~~Security of the customer system~~ Security instructions of the Bank

The participant must comply with the Bank's security instructions for online banking, in particular the measures to protect the hardware and software used (customer system).

7.4 Verification of order data with the data displayed by the Bank

If the Bank displays data from an online banking order (e.g. amount, recipient's account number, securities ID) in the customer system or via another device used by the participant (e.g. cell phone, chip card reader with display) to the participant for confirmation, the participant must verify prior to confirming such data that the displayed data correspond to the data required for the transaction. ~~The transaction must be canceled if deviations are found.~~

8 Notification and information duties.

8.1 Stop notice

- (1) If the participant detects the loss or theft of the ~~authentication instrument~~ ~~payment instrument~~, the misappropriation or other unauthorized use of his ~~authentication instrument or personalized security feature~~ payment instrument or personalized security features, the participant must inform the Bank of this without delay (stop notice). The participant can issue the Bank a stop notice at any time, also using the telephone number provided separately.
- (3) If the participant suspects that another unauthorized person
 - is in possession of his ~~authentication instrument~~ payment instrument or has knowledge of his personalized security feature, or
 - is using the ~~authentication instrument~~ payment instrument or the personalized security feature, he must also issue a stop notice.

8.2 Notification of unauthorized or defectively executed orders

The account holder/~~securities account holder~~ must notify the Bank without delay after detecting an unauthorized or defectively executed order.

9 Blocking.

9.1 Blocking at the participant's request

On the request of the participant, in particular in the event of a stop notice in accordance with no. 8.1, the Bank will block

- online banking access for him or all participants, or
- his ~~authentication instrument payment instrument~~.

9.2 Blocking at the Bank's request

(1) The Bank is permitted to block online banking access for a participant if

- it has the right to terminate the online banking contract for cause,
- this is justified due to objective reasons in connection with the security of the ~~authentication instrument payment instrument~~ or the personalized security feature, or
- there is a suspicion that the ~~authentication instrument payment instrument~~ is being used in an unauthorized or fraudulent manner.

(2) The Bank will inform the account/~~securities account holder~~ of such blocking, including the reasons for such blocking, prior to or at the latest immediately after it has been frozen.

9.3 Lifting a block

The Bank will lift the block or exchange the personalized security feature or ~~authentication instrument payment instrument~~ when the reasons for the block have ceased to apply, and will inform the account/~~securities account holder~~ of this without delay.

9.4 Automatic blocking of a ~~chip-based authentication instrument chip-based payment instrument~~

(3) The ~~authentication instruments payment instruments~~ referred to in (1) and (2) can no longer be used for online banking if this occurs. The participant can contact the Bank to restore the use of online banking.

10 Liability.

10.1 Bank's liability for unauthorized online banking transactions and online banking transactions not executed ~~or~~, executed defectively ~~or~~ executed late

The Bank's liability for unauthorized online banking transactions and online banking transactions not executed ~~or~~, executed defectively ~~or~~ executed late is governed by the terms and conditions agreed for the respective type of order (e. g. terms and conditions for bank transfers, terms and conditions for securities transactions).

10.2 Account holder's Account/securities account holder's liability in the event of the abuse of his authentication instrument of his personalized security feature or a payment instrument

10.2.1 Account holder's liability for unauthorized payment transactions before stop notice

(1) If unauthorized payment transactions before the stop notice are due to the use of an ~~authentication instrument~~ payment instrument that has been lost, stolen or otherwise misplaced or to any other misappropriation of a payment instrument, the account holder will be liable to the Bank for any losses caused to the Bank up to an amount of EUR 150 50, regardless of whether or not the participant is responsible ~~for the loss, theft or other misplacement of the authentication instrument.~~

(2) ~~If unauthorized payment transactions are made prior to the stop notice due to the misuse of an authentication instrument which was not lost, stolen, or is otherwise missing, the account holder is liable for the loss thereby incurred by the Bank up to EUR 150 if the participant culpably breached his duty to store the personalized security features securely.~~

The account holder will not be required to compensate the losses referred to in (1) if:

- it has not been possible for him to notice the loss, theft, misplacement or other misappropriation of the payment instrument before the unauthorized payment; or
- the loss of the payment instrument was caused by an employee, agent or branch of a payment service provider or any other agency to which the activities of the payment service provider have been transferred.

(3) ~~If the account holder is not a consumer, he is liable for losses resulting from unauthorized payment transactions above the liability limit of EUR 150 in accordance with (1) and (2) if the participant has willfully or negligently violated his notice and diligence duties under these terms and conditions.~~

(4) ~~The account holder is not required to compensate the loss referred to in (1), (2) and (3) if the participant was unable to issue the stop notice in accordance with 8.1 because the Bank did not ensure the possibility of receiving the stop notice and the loss was incurred as a result.~~

(3) (5) By contrast to (1) and (2), if unauthorized payments are made before the stop notice and the participant has acted fraudulently or has violated his notification and his diligence duties in accordance with these terms and conditions willfully or through gross negligence ~~or has acted fraudulently~~, the account holder will bear the full amount of the losses thus incurred. Gross negligence on the part of the participant has occurred if he,

a) fails to report the loss or theft of the ~~authentication instrument~~ payment instrument or the misappropriation of the ~~authentication instrument~~ payment instrument or of the personalized security feature to the Bank without delay after becoming aware of this (see no. 8.1(1)),

b) the personalized security feature has been ~~electronically stored unprotected in the customer system~~ (see no. 7.2(2) a),

c) the personalized security feature ~~was shared with another person~~ was not kept secret and the abuse was caused by this (see no. 7.2(1) ~~sentence 1~~),

~~d) has obviously entered the personalized security feature outside of the separately agreed websites (see 7.2(2c));~~

- d) ~~e)~~ the personalized security feature was forwarded ~~outside the online banking process, e.g.~~ by e-mail or other means of telecommunication (see no. 7.2(2) ~~de~~),
- e) ~~f)~~ the personalized security feature was written on the ~~authentication instrument payment instrument~~ or kept with it (see no. 7.2(2) ~~de~~),
- f) ~~g)~~ more than one TAN was used to authorize an order (see no. 7.2(2) ~~fe~~).

(4) By contrast to (1) and (3), the account holder will not be required to pay compensation if the Bank has not requested strong customer authorization in accordance with section 1(24) of the German Payment Services Supervision Act, even though the Bank was required to request strong customer authentication in accordance with section 68(4) of the German Payment Services Supervision Act. In particular, strong customer authentication requires the use of two mutually independent elements from the categories of knowledge (something the participant knows, e. g. a PIN), possession (something the participant possesses, e. g. a TAN generator) or inherence (something the participant is, e. g. a fingerprint).

(6) The account holder is not required to compensate the loss referred to in (1) and (3) if the participant was unable to issue the stop notice in accordance with no. 8.1 because the Bank did not ensure the possibility of receiving the stop notice.

(7) (2) and (4) to (6) do not apply if the participant has acted with fraudulent intent.

(8) If the account holder is not a consumer, the following also applies:

- The account holder will be liable for losses resulting from unauthorized payment transactions above the liability limit of EUR 50 in accordance with paragraphs (1) and (3) if the participant has willfully or negligently violated his notice and diligence duties under these terms and conditions.
- The liability limitation in (2) first bullet point does not apply.

10.2.2 Securities account holder's liability for unauthorized securities transactions before stop notice

If unauthorized securities transactions before the stop notice are due to the use of a lost or stolen ~~authentication instrument payment instrument~~ or other misappropriation of the personalized security feature or ~~authentication instrument payment instrument~~ and the Bank suffers a loss as a result, the ~~account holder securities account holder~~ will be liable in accordance with the legal principles of contributory negligence.

Terms and Conditions for the BW-BankCard plus.

Version dated ~~April 2017~~ 13 January 2018

The General Terms and Conditions and Special Terms and Conditions of LBBW govern the business relationship between the customer and Landesbank Baden-Württemberg, its dependent institutions – Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank. Declarations by Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank in the context of the business relationship exclusively grant rights to and impose obligations on Landesbank Baden-Württemberg.

A. Guaranteed forms of payment.

I. Scope.

The BW-BankCard plus issued by BW-Bank is a debit card. The cardholder can use the BW-BankCard plus (hereinafter referred to as the ~~card~~ debit card), insofar as it and the terminals ~~is~~ are equipped accordingly, for the following payment services:

3. Without the use of the personal identification number (PIN):

(1) For contactless use at retail and service businesses at terminals displaying the girocard logo in the German ~~electronic-cash girocard~~ system, up to EUR ~~25~~ 50 per payment transaction, unless a PIN is required at the electronic cash terminal for the respective contactless use. For contactless use at retail and service businesses at the terminals of third-party debit card systems up to EUR 50 per payment transaction, unless a PIN is required at the electronic cash terminal for the respective contactless use. The debit card is accepted in the context of a third-party system under the acceptance logo for the third-party system.

II. General rules.

1. DebitCard issue.

The debit card can be issued as a physical debit card and also as a digital debit card for storage on a telecommunication, digital or IT device (mobile device). These customer terms and conditions apply to both types of card alike, unless expressly regulated otherwise. The usage requirements and information for the digital BW-BankCard plus must also be observed for the digital debit card.

5.4: Returning the ~~card~~ DebitCard.

The ~~card~~ debit card remains the property of the Bank. It is non-transferable. The ~~card~~ debit card is only valid for the period indicated ~~on the card~~. The Bank is entitled to demand the return of the old ~~card~~ debit card or to request the deletion of the digital debit card, or to initiate this itself, when the new debit card is issued, or after the ~~card~~ debit card is no longer valid at the latest. If the authorization to use the ~~card~~ debit card in the forms issued or as a digital debit card ends before this (e.g. if the account has been closed or the ~~card-agreement~~ debit card agreement terminated), the cardholder must return the ~~card~~ debit card to the Bank without delay or delete the digital debit card. Any amount remaining on the GeldKarte at the time the debit card is returned will be refunded to the cardholder. The cardholder must ask the company that has put any additional proprietary applications on the ~~card~~ debit card to remove them without delay. The option to continue using a bank-generated additional application is subject to the contractual relationship between the cardholder and the Bank.

6.5: Stopping and confiscation of the ~~card~~ DebitCard.

(1) The Bank is permitted to stop the ~~card~~ debit card and arrange for the ~~card~~ debit card to be withdrawn (e.g. at an ATM) or demand the deletion of the digital debit card or initiate this itself if

- it is authorized to cancel the card contract or the use of the digital debit card for cause,
- this is justified due to objective reasons in connection with the security of the ~~card~~ debit card, or
- there is a suspicion that the ~~card~~ debit card is being used in an unauthorized or fraudulent manner.

The Bank will inform the ~~account holder~~ cardholder of the ~~stop~~ this, including the reasons, prior to or at the latest immediately after it has been frozen or deleted. The Bank will unfreeze the ~~card~~ debit card or replace it with a new ~~card~~ debit card when the reasons for the block or deletion no longer apply. It will also inform the cardholder of this without delay.

7.6: Cardholder's duties of care and cooperation.

7.2 ~~6:2~~ Secure storage and safekeeping of the ~~card~~ debit card

(2) As far as technically possible, the cardholder will protect access to his mobile device with a PIN (device PIN) set for the mobile device or in another suitable manner (e.g. with a fingerprint).

7.3 ~~6:3~~ PIN confidentiality

The cardholder must ensure that no other person learns his PIN. In particular, the PIN must not be written on the ~~card~~ debit card, for a digital debit card it must not be stored in the mobile device used for the digital debit card, or otherwise kept with it the debit card. Any other person who knows the PIN and comes into the possession of the ~~card~~ debit card can use it to perform transactions (e.g. withdrawing cash from ATMs) at the expense of the account indicated on the ~~card~~ debit card. If the cardholder uses a digital debit card and access to the mobile device can be protected by a device PIN (A.II.7.2(2)) that can be selected by the cardholder, the cardholder must not use the same PIN to protect access as is needed to use the debit card.

7.4 6.4 Information and notification duties

(1) If the cardholder notices the loss or theft of his **card debit card, the mobile device with the digital debit card**, their misappropriation or any other unauthorized use of the **card debit card** or PIN, the Bank must be notified without delay (stop notice). The cardholder can issue a stop notice at any time to the central card-blocking service (phone: 116116 **from within Germany and +49 116116 from abroad, possibly with a different country code**). In such event the card can only be stopped if the name of the Bank – including the sort code if possible – and the account number are provided. The central card-blocking service stops all **cards** debit cards issued for the account in question for further use at cash ATMs and electronic cash terminals. **For if the cardholder has not just requested the stopping of the digital debit card. In other scenarios where** a limited block on the lost **card debit card** is required (e.g. **debit cards of authorized representatives**), the cardholder must contact his Bank, at the branch where the account is held if possible (phone: +49 711 124-43100). The cardholder must report any theft or misappropriation to the police without delay.

(2) The cardholder must also issue a stop notice without delay if he suspects that another person has gained unauthorized possession of his **card debit card**, it has been misappropriated or the **card debit card** or PIN has otherwise been used in an unauthorized manner.

(3) **Access to the mobile device is not blocked by the stopping of the debit card by the Bank or the central card-blocking service. Other functions on the mobile device can only be blocked by the respective providers of these functions.**

(4) **(3)** An additional proprietary application can only be stopped through the company that has placed the additional application in the **card debit card** chip and only if the company provides an option to stop its additional application. A Bank-generated additional application can only be stopped through the Bank and is subject to the agreement signed with the Bank.

8.7: Authorization of card payments by the cardholder.

When using the **card debit card** by inserting the **card debit card** into the terminal or for contactless payments by holding the **card debit card** near the terminal, the cardholder grants his approval (authorization) to execute the card payment. If **a the entry of the PIN** is also required, approval is granted when the PIN has been entered **or provided**. This authorization also entails explicit consent to the Bank accessing (from its database), processing, transmitting and storing the personal data of the cardholder required to execute the card payment. The cardholder can no longer revoke the card payment after approval has been granted.

9. Blocking of funds available.

The Bank is entitled to block the funds available in the account holder's payment account (A.II. no. 3) up to the financial limit if:

- the payment was initiated by the payee; and
- the cardholder has also agreed to the exact amount of funds to be blocked.

Notwithstanding any legal or contractual rights, the Bank will release the blocked funds without delay after being informed of the exact payment amount.

10.8: Rejection of card payments by the Bank.

The Bank is entitled to decline a card payment if

- the cardholder ~~has not identified himself with his PIN if PIN entry is required for authorization~~ has not authorized the card payment in accordance with section A.II. no. 8,
- the limit ~~valid agreed~~ for card payments or the financial limit have been exceeded; or
- the ~~card debit card~~ has been stopped.

The cardholder will be informed of this via the terminal at which the ~~card debit card~~ is being used.

11.9: Charges and their amendment.

(1) The charges owed to the Bank by the account holder are shown in the Bank's »List of Prices and Services«.

(2) In accordance with section 675I(1) of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code), the Bank is authorized to charge the account holder the amount shown in the Bank's »List of Prices and Services« for the replacement of a debit card lost, stolen, misappropriated or otherwise used without authorization if the cardholder is responsible for the circumstances that led to the replacement of the card and the Bank has no obligation to issue a replacement card. The Bank's »List of Prices and Services« indicates whether the Bank will make any other charges for the replacement of a debit card in other scenarios.

(3) ~~(2)~~ Changes in charges will be proposed to the account holder in text form at least two months before their effective date. ~~If the account holder has agreed to electronic communication (e.g. online banking) with the Bank in the context of the business relationship, changes can also be proposed in this way~~ The account holder can either accept or reject the changes before the proposed effective date. The account holder's consent is deemed to have been granted if he does not indicate his rejection before the proposed effective date of the changes. The Bank will specifically advise the customer of this in its proposal.

(5) ~~(4)~~ The regulations of no. 17(12) to (6) of ~~the Bank's General Terms and Conditions~~ **General Terms and Conditions** continue to apply to charges, and changes in these charges, for account holders who are not consumers.

13.H: Account holder's refund, **correction** and compensation claims.

13.1 H+H Refunds for unauthorized card transactions

In the event of an unauthorized card transaction, e. g.

- withdrawal of cash from an ATM,
- use of the ~~card debit card~~ at the electronic cash terminals of retail and service businesses,
- putting credit on a GeldKarte using a PIN,
- using the ~~card debit card~~ to put credit on a prepaid cell phone account, the Bank is not entitled to the reimbursement of its expenses by the account holder. The Bank is required to refund the full amount to the account holder ~~without delay~~. If the amount has been debited to the cardholder's account, the

Bank will restore it to the balance it would have been without the unauthorized card transaction. This obligation must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the card transaction was not authorized or the Bank is otherwise made aware of this. If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated.

14.12: Account holder's liability for unauthorized card transactions.

14.1 ~~12.1~~ Account holder's liability before stop notice

(1) If the cardholder loses his ~~card~~ debit card or PIN, or if ~~it is~~ they are stolen or otherwise misplaced, ~~or they are otherwise misappropriated~~ resulting in unauthorized card transactions in the form of

- withdrawal of cash from an ATM,
- use of the ~~card~~ debit card at the electronic cash terminals of retail and service businesses,
- putting credit on a GeldKarte using a PIN,
- use of the ~~card~~ debit card to put credit on a prepaid cell phone account,

the account holder is liable for losses incurred before the stop notice, up to a maximum of EUR ~~150~~ 50. This does not affect liability in accordance with (6) for willful misconduct, negligence ~~or fraudulent intent~~.

(2) The account holder is not liable in accordance with (1) if:

- ~~it has not been possible for him to notice the loss, theft, misplacement or other misappropriation of the debit card before the unauthorized card transaction; or~~
- ~~the loss of the debit card was caused by an employee, agent or branch of the Bank or any other agency to which the activities of the Bank have been transferred.~~

~~This does not affect liability in accordance with (6) for willful misconduct, gross negligence or fraudulent intent. If unauthorized card payments take place before the stop notice without the card having been lost, stolen or otherwise disappearing, the account holder is liable for the resultant loss up to a maximum amount of EUR 150 if the cardholder has violated his duty to keep the PIN safe due to negligence. This does not affect liability in accordance with (6) for willful misconduct and negligence.~~

(3) If the account holder is not a consumer ~~or the debit card is used outside Germany and the European Economic Area~~, the account holder will bear the losses due to unauthorized card transactions in accordance with (1) ~~and (2)~~, even in excess of the maximum amount of EUR ~~150~~ 50, if the cardholder has negligently violated the duties under these terms and conditions. If the Bank has contributed to the loss through a breach of its duties, the Bank will be liable for the loss incurred to the extent of its contributory negligence.

(4) The Bank will waive the **customer's account holder's** loss participation of **EUR 150 50** in accordance with **(1) and (2) above** and cover all losses resulting from unauthorized payment transactions prior to the card being blocked if the cardholder has not breached his duties of care and cooperation in accordance with section A. II. no. **67** with **fraudulent intent, willfully** or through gross negligence. The Bank will only cover the loss to be borne by the account holder if the account holder credibly offers proof that the conditions for the waiver of liability have been met and files a report with the police.

(5) The account holder is not required to compensate the loss referred to in **(1) to and (3)** if the account holder was unable to issue the stop notice because the Bank did not ensure the possibility of receiving the stop notice and the loss was incurred as a result.

(6) If unauthorized card transactions are made before the stop notice and the participant has acted fraudulently or has violated his notification and diligence duties in accordance with these terms and conditions willfully or through gross negligence, the account holder will bear the full amount of the losses thus incurred. Gross negligence on the part of the cardholder has occurred if,

Gross negligence on the part of the cardholder has occurred if,

- he culpably failed to report the loss, theft or misappropriation to the Bank or the central card-blocking service without delay **after learning of this,**
- he wrote his PIN on the **card physical debit card** or kept it together with the **card physical debit card,**
- **he stored the PIN for the digital debit card on the mobile device, or**
- he disclosed the PIN to another person, thus causing misuse.

Liability for losses caused within the period during which the transaction limit applies is limited to the transaction limit applicable to the **card debit card.**

(7) By contrast to (1) to (6), if the Bank did not request strong customer authorization in accordance with section 1(24) of the Zahlungsdiensteaufsichtsgesetz (ZAG - German Payment Services Supervision Act) to use the debit card or the payee or his payment service provider does not accept this, even though the Bank is legally required to request strong customer authentication, the Bank's liability is governed by the provisions of section 675v(4) BGB.

15. Termination.

The Bank is authorized to terminate the use of the digital debit card with notice of at least two months. The cardholder is authorized to do this at any time without notice. This does not affect the rights of termination in accordance with no. 26(1) of our General Terms and Conditions.

~~16.13~~ Entering an incorrect PIN.

If the PIN has been entered incorrectly three times in a row **for one or both card forms,** the **card debit card** can no longer be used at ATMs or electronic cash terminals where the PIN must be entered in order to use the **card debit card.** In such event the cardholder should contact his bank, preferably at the branch where his account is held.

III. Special regulations for individual types of use.

B. Other services offered by the Bank.

2. Account statements and account information.

2.1 Scope of services

The account management terminal or account statement printer allows the ~~holder of the card~~ **cardholder** to print out bank statements, **and duplicate bank statements**, including statements of account, for the account specified on the **card debit card** and possibly other defined accounts to which the cardholder has access, exclusively using the card (without PIN). Alternatively, the **customer account holder** can use online banking to electronically access bank statements, including statements of account, for the respective account.

2.2 Provision of receipts

Attachments to account statements which cannot be printed out at an account management terminal or account statement printer or transmitted electronically in online banking will be provided to the **customer account holder** on request at the branch where his account is held. The Bank is authorized to send such attachments to the **customer account holder** in return for the reimbursement of the postage without this being requested.

3. Bank transfers using the account management terminal.

3.1 Scope of services/transaction limit

Using his debit card and PIN, the cardholder can **enter bank transfers at the account management terminal up to a maximum of EUR 10,000 per transaction and up to a maximum of EUR 20,000 per day, unless the account holder and the Bank have agreed a different transaction limit.**

Using his card and PIN, the cardholder can enter ~~transfers/standing orders~~ **standing orders** at the account management terminal up to a maximum of EUR 2,500 per day, unless the account holder and the Bank have agreed a different transaction limit.

7. Duplicate statement.

Using his **card debit card without the PIN**, the cardholder can print out a duplicate statement at the Bank's account management terminal. The amount charged by the Bank is shown in the Bank's »List of Prices and Services«.

Terms and Conditions for the BW-BankCard.

Version dated ~~April 2017~~ 13 January 2018

The General Terms and Conditions and Special Terms and Conditions of LBBW govern the business relationship between the customer and Landesbank Baden-Württemberg, its dependent institutions – Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank. Declarations by Baden-Württembergische Bank, Rheinland-Pfalz Bank and Sachsen Bank in the context of the business relationship exclusively grant rights to and impose obligations on Landesbank Baden-Württemberg.

A. Forms of payment.

I. Scope.

The BW-BankCard issued by BW-Bank is a debit card. The cardholder can use the BW-BankCard (hereinafter referred to as the ~~card~~), ~~provided it is equipped accordingly, for the following payment services:~~ debit card) in conjunction with the personal identification number (PIN) ~~for the following payment services:~~

- a) to withdraw cash from the Bank's ATMs.
- b) to put credit on a prepaid cell phone account held by a cell phone user with a cell phone provider at the Bank's ATMs, if the cell phone provider participates in the system.

II. General rules.

1. DebitCard issue.

The debit card is issued as a physical card.

~~5.4:~~ Stopping and confiscation of the ~~card~~ DebitCard.

The Bank is permitted to stop the ~~card~~ debit card and to arrange for the ~~card~~ debit card to be withdrawn (e. g. at an ATM) if

- it is authorized to cancel the card contract for cause,
- this is justified due to objective reasons in connection with the security of the ~~card~~ debit card, or
- there is a suspicion that the ~~card~~ debit card is being used in an unauthorized or fraudulent manner. ~~The Bank~~

The Bank will inform the ~~account holder~~ cardholder ~~of the stop of this~~, including the reasons, prior to or at the latest immediately after it has been frozen. The Bank will unfreeze the ~~card~~ debit card or replace it with a new ~~card~~ debit card when the reasons for the block or deletion no longer apply. It will also inform the account holder or cardholder of this without delay.

7.6: Authorization of card payments by the cardholder.

When using the **debit card by inserting it into the terminal**, the cardholder grants his approval (authorization) to execute the card payment. If a **PIN or signature PIN** is also required, approval is granted when the PIN has been entered. **This authorization also entails explicit consent to the Bank accessing (from its database), processing, transmitting and storing the personal data of the cardholder required to execute the card payment.**

The cardholder can no longer revoke the card payment after approval has been granted.

8. Blocking of funds available.

The Bank is entitled to block the funds available in the account holder's payment account (A.II.3) up to the financial limit if:

- the payment was initiated by the payee; and
- the cardholder has also agreed to the exact amount of funds to be blocked.

Notwithstanding any legal or contractual rights, the Bank will release the blocked funds without delay after being informed of the exact payment amount.

9.7: Rejection of card payments by the Bank.

The Bank is entitled to decline a card payment if

- the cardholder has **not identified himself with his PIN** not authorized the card payment in accordance with section A.II.7,
- the limit **valid agreed** for card payments or the financial limit have been exceeded; or
- the **card debit card** has been stopped.

The cardholder will be informed of this via the terminal at which the **card debit card** is being used.

10.8: Charges and their amendment.

The charges owed to the Bank by the account holder are shown in the Bank's »List of Prices and Services«.

(2) In accordance with section 675I(1) of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code), the Bank is authorized to charge the account holder the amount shown in the Bank's »List of Prices and Services« for the replacement of a debit card lost, stolen, misappropriated or otherwise used without authorization if the cardholder is responsible for the circumstances that led to the replacement of the card and the Bank has no obligation to issue a replacement card. The Bank's »List of Prices and Services« indicates whether the Bank will make any other charges for the replacement of a debit card in other scenarios.

(3) ~~(2)~~ Changes in charges will be proposed to the account holder in text form at least two months before their effective date. ~~If the account holder has agreed to electronic communication (e.g. online banking) with the Bank in the context of the business relationship, changes can also be proposed in this way~~ The account holder can either accept or reject the changes before the proposed effective date. The account holder's consent is deemed to have been granted if he does not indicate his rejection before the proposed effective date of the changes. The Bank will specifically advise the customer of this in its proposal.

~~12.10:~~ Account holder's refund, **correction** and compensation claims.

~~12.1 10.1~~ Refunds for unauthorized card transactions

In the event of an unauthorized card transaction, e. g.

- withdrawal of cash from an ATM,
- using the **card debit card** to put credit on a prepaid cell phone account, the Bank is not entitled to the reimbursement of its expenses by the account holder **without delay**. The Bank is required to refund the full amount to the account holder. If the amount has been debited to the cardholder's account, the Bank will restore it to the balance it would have been without the unauthorized card transaction. **This obligation must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the card transaction was not authorized or the Bank is otherwise made aware of this. If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the cardholder, the Bank must examine its obligation under sentence 3 without delay and fulfill it if the suspicion of fraud is not corroborated.**

~~13.11:~~ Account holder's liability for unauthorized card transactions.

~~13.1 11.1~~ Account holder's liability before stop notice

(1) If the cardholder loses his **card debit card** or PIN, or if ~~it is~~ **they are** stolen or otherwise misplaced, **or they are otherwise misappropriated** resulting in unauthorized card transactions in the form of

- withdrawal of cash from an ATM,
- use of the **card debit card** to put credit on a prepaid cell phone account, the account holder is liable for losses incurred before the stop notice, up to a maximum of EUR ~~150~~ **50**. This does not affect liability in accordance with (6) for willful misconduct, negligence **or fraudulent intent**.

(2) The account holder is not liable in accordance with (1) if:

- it has not been possible for him to notice the loss, theft, misplacement or other misappropriation of the debit card before the unauthorized card transaction; or
- the loss of the debit card was caused by an employee, agent or branch of the Bank or any other agency to which the activities of the Bank have been transferred.

This does not affect liability in accordance with (6) for willful misconduct, gross negligence or fraudulent intent. ~~If unauthorized card payments take place before the stop notice without the card having been lost, stolen, or otherwise disappearing, the account holder is liable for the resultant loss up to a maximum amount of EUR 150 if the cardholder has violated his duty to keep the PIN safe due to negligence. This does not affect liability in accordance with (6) for willful misconduct and negligence.~~

(3) If the account holder is not a consumer or ~~the debit card is used outside Germany and the European Economic Area~~, the account holder will bear the losses due to unauthorized card transactions in accordance with (1) ~~and (2)~~, even in excess of the maximum amount of ~~EUR 150~~ 50, if the cardholder has negligently violated the duties under these terms and conditions. If the Bank has contributed to the loss through a breach of its duties, the Bank will be liable for the loss incurred to the extent of its contributory negligence.

(4) The Bank will waive the ~~customer's account holder's~~ loss participation of ~~EUR 150~~ 50 in accordance with (1) ~~and (2) above~~ and cover all losses resulting from unauthorized payment transactions prior to the card being blocked if the cardholder has not breached his duties of care and cooperation in accordance with section A. II. no. 56 with ~~fraudulent intent, willfully~~ or through gross negligence. The Bank will only cover the loss to be borne by the account holder if the account holder credibly offers proof that the conditions for the waiver of liability have been met and files a report with the police.

(5) The account holder is not required to compensate the loss referred to in (1) ~~to~~ ~~and~~ (3) if the account holder was unable to issue the stop notice because the Bank did not ensure the possibility of receiving the stop notice and the loss was incurred as a result.

(6) If unauthorized card transactions are made before the stop notice and the participant has acted fraudulently or has violated his notification and diligence duties in accordance with these terms and conditions willfully or through gross negligence, the account holder will bear the full amount of the losses thus incurred. Gross negligence on the part of the cardholder has occurred if,

- he culpably failed to report the loss, theft or misappropriation to the Bank or the central card-blocking service without delay ~~after learning of this,~~
- he wrote his PIN on the ~~card debit card~~ or kept it together with the ~~card debit card,~~
- he disclosed the PIN to another person, thus ~~causing~~ misuse.

Liability for losses caused within the period during which the transaction limit applies is limited to the transaction limit applicable to the ~~card debit card.~~

(7) By contrast to (1) to (6), if the Bank did not request strong customer authorization in accordance with section 1(24) of the *Zahlungsdienstenaufsichtsgesetz* (ZAG – German Payment Services Supervision Act) to use the debit card or the payee or his payment service provider does not accept this, even though the Bank is legally required to request strong customer authentication, the Bank's liability is governed by the provisions of section 675v(4) BGB.

III. Special regulations for individual types of use.

B. Other services offered by the Bank.

2. Account statements and account information.

2.1 Scope of services

The account management terminal or account statement printer allows the ~~holder of a card~~ cardholder to print out bank statements, and duplicate bank statements, including statements of account, for the account specified on the ~~card~~ debit card and possibly other defined accounts to which the cardholder has access, exclusively using the ~~card~~ debit card (without PIN). Alternatively, the ~~customer account holder~~ can use online banking to electronically access bank statements, including statements of account, for the respective account.

3. Bank transfers using the account management terminal.

3.1 Scope of services/transaction limit

Using his debit card and PIN, the cardholder can enter bank transfers at the account management terminal up to a maximum of EUR 10,000 per transaction and up to a maximum of EUR 20,000 per day, unless the account holder and the Bank have agreed a different transaction limit.

Using his card and PIN, the cardholder can enter ~~transfers/standing orders~~ standing orders at the account management terminal up to a maximum of EUR 2,500 per day, unless the account holder and the Bank have agreed a different transaction limit.

7. Duplicate statement.

Using his ~~card and~~ debit card without the PIN, the cardholder can print out a duplicate statement at the Bank's account management terminal. The amount charged by the Bank is shown in the Bank's »List of Prices and Services«.

Terms and Conditions for Mastercard/Visa Card (Credit Card).

~~SPECIAL Visa Card/BW extend Visa Card, SPECIAL Mastercard/BW extend Mastercard, SPECIAL Visa Goldcard/SPECIAL Mastercard Gold, and SPECIAL Goldcard-Set with monthly billing and for Visa Card, SPECIAL Visa Goldcard, and BW extend Visa Card with immediate billing~~

Version dated 13 January 2018

1. Credit card issue.

The Mastercard/Visa Card issued by the Bank is a credit card (hereinafter referred to as the credit card). The credit card can be issued as a physical card and also as a digital card for storage on a telecommunication, digital or IT device (mobile device). These customer terms and conditions apply to both types of card alike, unless expressly regulated otherwise. The digital credit card is also subject to the conditions for use and the information for the digital credit card.

~~1.2.~~ Uses and services.

The cardholder can use the ~~Visa Card/Mastercard (hereinafter credit card)~~ credit cards issued by ~~the BW-Bank (hereinafter Bank)~~, provided that they and the acceptance points are equipped accordingly, for the following payment services: The cardholder (primary or additional cardholder) can use the credit card to make cashless payments to merchants in the Mastercard group/VISA group for goods and services in Germany – and abroad as an additional service – and also to withdraw cash from ATMs as part of the cash service. The merchants and the ATMs as part of the cash service can be identified by the acceptance symbols shown on the credit card. ~~The card must not be used for illegal purposes.~~ The cardholder will be informed separately if the credit card entails additional services (e. g. insurance) ~~this is governed by the specific rules applicable to such services.~~

~~2.3.~~ Personalized security feature.

~~(2)~~ 3.2 If the PIN personal identification number has been entered incorrectly three times in a row for one or both card forms, the credit card can no longer be used at ATMs or electronic cash terminals where the PIN must be entered in order to use the credit card. In such event the cardholder should contact his bank, preferably at the branch where his account is held.

3.4. Transaction limit.

The cardholder is only permitted to use his credit card up to the notified agreed monthly transaction limit ~~or within the credit balance~~ (plus any credit balance in the card account) and only in such a way as to guarantee settlement of the card sales when due (financial limit).

Up to this limit, the daily transaction limit shown in the »List of Prices and Services« applies to the cash service.

The cardholder can agree with the Bank to change his transaction limit. The Bank is entitled to reduce the established transaction limit with notice of one month at its own discretion (section 315 of the *Bürgerliches Gesetzbuch* (BGB - German Civil Code)). The monthly transaction limit is shared by the principal and additional cardholders.

4.5. Authorization of payment orders.

~~The cardholder grants his approval (authorization) to execute the card payment when using the credit card. For this purpose, either a receipt stating the card details must be signed or, at ATMs and if necessary at merchants and electronic cash terminals, the PIN must be entered or, at merchants, the card (if the contactless function is available) laid upon or held against the card terminal and if necessary the PIN entered or a receipt stating the card details signed, or the required card details provided to merchants (e.g. online, by telephone). Where applicable, the special authentication procedures offered by the Bank and/or the merchant must be used.~~

5.1 The cardholder grants his approval (authorization) to execute the card payment when using the credit card. To do this the cardholder must either:

- enter his PIN at an ATM; or
- enter his PIN at merchants' electronic cash terminals or, if necessary, sign for merchants; or
- use the contactless payment function with PIN at electronic cash terminals by holding the credit card against the merchant's receiver terminal. The credit card can be used for contactless payment at electronic cash terminal up to a maximum of EUR 50 per payment without entering the PIN, unless a PIN is required at the electronic cash terminal for the respective contactless use. If a PIN or signature is also required for authorization, the transaction is only authorized when duly provided; or
- enter the card details required by merchants for electronic remote payment transactions on the internet. Special authentication procedures should be used if these are required. Further information on the authentication procedures supported by the Bank and information on online payment are available at the Bank's business premises and on its website; or
- provide merchants with the required card details (e.g. by phone).

5.2 This authorization also entails explicit consent to the Bank accessing (from its database), processing, transmitting and storing the personal data of the cardholder required to execute the card payment.

5.3 The cardholder can no longer revoke the payment order after approval has been granted.

5. Irrevocability of payment orders

The cardholder can no longer revoke the payment order after it has been authorized.

7. Blocking of funds available.

The Bank is entitled to block the funds available in the cardholder's credit card account (no. 4) up to the financial limit if:

- the payment was initiated by the payee; and
- the cardholder has also agreed to the exact amount of funds to be blocked.

Notwithstanding any legal or contractual rights, the Bank will release the blocked funds without delay after being informed of the exact payment amount.

8-9. Credit card statement.

~~(1) 9.1 Transactions made with the card~~ Payment orders initiated with the credit card are immediately offset against any credit in the credit card account (see no. 10). The credit card statement for the ~~transactions made~~ payment orders initiated with the card, the ~~charges incurred and other activity in connection with the credit card~~ is provided in the manner agreed with the cardholder ~~at least~~ (e. g. via the electronic mailbox or online banking) once a month ~~as of the agreed statement date~~ (accounting period). The amount shown is due immediately once the credit card statement has been issued. This amount is promptly charged to the payment account ~~current account~~ specified by the cardholder (settlement account). ~~We charge interest on any amounts owing which cannot be collected. The amount of interest corresponds to the interest rate for partial payment specified in the »List of Prices and Services«~~ If the cardholder does not retrieve the statement in the agreed manner within the agreed time limit, a paper statement can be issued promptly and sent to the cardholder, who will be charged for postage.

~~(2)~~ The cardholder must immediately check the credit card statement for unauthorized or defectively executed card transactions.

11. Cardholder's duties of care and cooperation.

b) 11.2 Secure storage and safekeeping of the credit card

11.2.1 The credit card must be kept with special care to prevent it from being lost and misappropriated (e. g. for transactions at electronic cash terminals without a PIN up to the limit). In particular, it must also not be left unattended in a vehicle. This is because any person who gains possession of the credit card is potentially able to use it for unauthorized payments.

11.2.2 As far as technically possible, the cardholder will protect access to his mobile device with a PIN (device PIN) set for the mobile device or in another suitable manner (e. g. with a fingerprint).

e) 11.3 PIN confidentiality

The cardholder must ensure that no other person learns his PIN. In particular, the PIN must not be written on the credit card ~~or otherwise~~, for a digital credit card it must not be stored in the mobile device used for the digital credit card, or otherwise kept with the credit card.

Any other person who knows the PIN and comes into the possession of the credit card or the mobile device on which the digital credit card is stored can use it to perform transactions (e. g. withdrawing cash from ATMs) at the expense of the account indicated on the credit card.

If the cardholder uses a digital credit card and access to the mobile device can be protected by a device PIN that can be selected by the cardholder, the cardholder must not use the same PIN to protect access as is needed to use the digital credit card.

d) 11.4 Cardholder's notification, verification and information duties

~~(aa)~~ 11.4.1 If the cardholder discovers the loss or theft of his credit card ~~or mobile device with the digital credit card~~, or the misappropriation or other unauthorized use of the credit card, ~~the~~ card details or ~~the~~ PIN, he must notify the Bank (phone: +49 711 124-43100) without delay (stop notice). The cardholder must report any theft or misappropriation to the police without delay. In emergencies, a replacement card («emergency card») can be provided within 48 hours. The costs shown in the »List of Prices and Services« will be charged for issuing an emergency credit card.

11.4.2 Access to the mobile device is not blocked by the stopping of the digital credit card by the Bank or the central card-blocking service. Other functions on the mobile device can only be blocked by the respective providers of these functions.

11.4.3 If special authentication procedures are used in accordance with no. 5.1, before authorizing them the cardholder must check the transaction data provided for authentication (e. g. payment amount, date) against the details of the intended transaction. If any deviations are found, the transaction must be cancelled and the suspected misappropriation must be reported to the Bank.

~~(bb)~~ 11.4.4 The cardholder must also issue a stop notice without delay if he suspects that another person has gained unauthorized possession of his credit card, it has been misappropriated or the ~~card~~ credit card, card details or PIN have otherwise been used in an unauthorized manner.

~~(cc) The card holder must notify the Bank without delay after detecting an unauthorized or defectively executed card transaction.~~

13. Cardholder's liability for unauthorized card transactions.

a) 13.1 Cardholder's liability before stop notice

~~(H)~~ 13.1.1 If the cardholder loses his ~~card~~, credit card or PIN, or if ~~it is~~ they are stolen or otherwise misplaced, or the credit card is otherwise misappropriated resulting in unauthorized card transactions in the form of

- withdrawal of cash from an ATM,
- use of the credit card at merchants' terminals,
- use of the credit card for electronic remote payment transactions on the internet,

the cardholder is liable for losses caused before the card is stopped up to a maximum of EUR 50, ~~regardless of whether or not the cardholder is responsible for the loss or theft. Liability in accordance with (4).~~ This does not affect liability in accordance with no. 13.1.5 for willful misconduct, ~~or gross negligence.~~ ~~(2) If an or fraudulent intent.~~

13.1.2 The cardholder is not liable in accordance with no. 13.1.1 if

- it has not been possible for him to notice the loss, theft, misplacement or other misappropriation of the debit card before the unauthorized card payment ~~takes place before the stop notice without the card having been lost or stolen, the card holder is liable for the resultant loss up to a maximum amount of EUR 50 if the cardholder has violated his duty to keep the PIN safe due to negligence. This does not affect liability in accordance with (4) for willful misconduct and gross negligence;~~ or
- the loss of the credit card was caused by an employee, agent or branch of the Bank or any other agency to which the activities of the Bank have been transferred.

This does not affect liability in accordance with no. 13.1.5 for willful misconduct, gross negligence or fraudulent intent.

13.1.3 The Bank will waive the cardholder's loss participation of EUR 50 in accordance with (13.1.1) and cover all losses resulting from the unauthorized card transaction prior to the card being blocked if the cardholder has not breached his duties of care and cooperation in accordance with no. 11 with fraudulent intent, willfully or through gross negligence. The Bank will only cover the loss to be borne by the cardholder if the cardholder credibly offers proof that the conditions for the waiver of liability have been met and files a report with the police.

~~(3) 13.1.4 The cardholder is not required to compensate the loss referred to in (1) and (2) no.13.1.1 if he was unable to issue the stop notice because the Bank did not ensure the possibility of receiving the stop notice and the loss was incurred as a result.~~

~~(4) 13.1.5 If unauthorized card transactions are made before the stop notice and the participant has acted fraudulently or has violated his notification and diligence duties in accordance with these terms and conditions willfully or through gross negligence, the cardholder will bear the full amount of the losses thus incurred.~~

Gross negligence on the part of the cardholder has occurred if,

- he culpably failed to report the loss, theft or misappropriation of the card to the Bank or the central card-blocking service without delay **after learning of this,**
- he wrote his PIN on the ~~card~~ **physical credit card** or kept it together with the ~~card~~ **physical credit card,**
- he stored the PIN on the mobile device, or
- he disclosed the PIN ~~was disclosed~~ to another person, **thus causing misuse.**

Liability for losses caused within the period during which the transaction limit applies is limited to the transaction limit **valid for the card** agreed for the credit card. For losses in connection with the cash service, the cardholder is liable per calendar day for a maximum of the daily transaction limit stated in the »List of Prices and Services«, but not more than the monthly transaction limit.

(5) 13.1.6 If the Bank has contributed to the loss through a breach of its duties, it will be liable for the loss incurred to the extent of its contributory negligence.

13.1.7 By contrast to no. 13.1.1 to 13.1.6, if the Bank did not request strong customer authorization in accordance with section 1(24) of the *Zahlungsdiensteaufsichtsgesetz* (ZAG – German Payment Services Supervision Act) for using the credit card or the payee or his payment service provider does not accept this, even though the Bank is legally required to request strong customer authentication, the Bank's liability is governed by the provisions of section 675v(4) BGB.

14. Cardholder's refund, **correction** and compensation claims.

a) 14.1 Refunds for unauthorized card transactions

In the event of a card transaction not authorized by the customer, the Bank is not entitled to have its expenses refunded by the customer. The Bank is required to refund the full amount to the account holder **without delay**. If the amount has been charged to the settlement account, the Bank will restore it to the balance it **had would have** been without the unauthorized card transaction. **These obligations must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the card transaction was not authorized or the Bank is otherwise made aware of this.** If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated.

15. Stopping and confiscation of the credit card by the Bank.

The Bank is permitted to stop the credit card and arrange for the credit card to be withdrawn (e.g. at an ATM) or **demand the deletion of the digital credit card or initiate this itself**, if

- if it is authorized to cancel the card contract **or the use of the digital credit card** for cause,
- this is justified due to objective reasons in connection with the security of the credit card, or
- there is a suspicion that the credit card is being used in an unauthorized or fraudulent manner.

The Bank will inform the **cardholder of the stop of this**, including the reasons, prior to or at the latest immediately after it has been frozen **or deleted**. The Bank will unfreeze the debit card or replace it with a new debit card when the reasons for the block **or deletion** no longer apply. It will also inform the account holder or cardholder of this without delay. The reasons will not be stated if this would violate other legal provisions.

17. Returning and replacing the credit card.

(1) The credit card remains the property of the Bank. It is non-transferable. The credit card is only valid for the period indicated **on the card**.

(2) The Bank is entitled to demand the return of the old credit card **or to request the deletion of the digital credit card, or to initiate this itself**, when the new credit card is issued, or after the **old** credit card is no longer valid at the latest. If the authorization to use **the credit card in the forms issued or as a digital credit card** ends before this

(e. g. if the credit card agreement has been terminated), the cardholder must return the credit card to the Bank **automatically and** without delay **or delete the digital credit card**.
(3) The Bank reserves the right to replace the credit card with a new card while the old one is still valid; the cardholder will not be charged for this.

19. Charges **and their amendment**.

19.1 The charges owed to the Bank by the cardholder are shown in the Bank's »List of Prices and Services«.

In accordance with section 675I(1) BGB, the Bank is authorized to charge the cardholder the amount shown in the Bank's »List of Prices and Services« for the replacement of a credit card lost, stolen, misappropriated or otherwise used without authorization if the cardholder is responsible for the circumstances that led to the replacement of the credit card and the Bank has no obligation to issue a replacement card. The Bank's »List of Prices and Services« indicates whether the Bank will make any other charges for the replacement of a credit card in other scenarios.

19.2 Changes to these charges will be proposed to the cardholder in text form at least two months before their effective date. If the cardholder has agreed to a different method of communication with the Bank in the context of the business relationship (e. g. **online banking**, BW Card Service Online), changes can also be proposed in this way. **The cardholder can either accept or reject the changes before the proposed effective date**. The cardholder's consent is deemed to have been granted if he does not indicate his rejection before the effective date of the changes. The Bank will specifically advise the customer of this when announcing the changes. If changes in charges are proposed to the cardholder, the cardholder can also terminate the contract without notice and without charge prior to the effective date of the changes. The Bank will specifically advise the customer of this right of termination when it proposes the changes. For cardholders who are not consumers, the charges for the services used, and changes in these charges, are governed by the agreement made, and by the version of the »List of Prices and Services« valid at the time the services are used.

21. Termination.

(+) 21.1 The cardholder can terminate **both** the credit card agreement and **use of the digital credit card alone** at any time and without notice. The Bank can terminate the credit card agreement at any time with notice of at least two months and if there are objective grounds for doing so. The Bank can terminate the credit card agreement without notice for cause that makes it unreasonable for the Bank to continue the credit card agreement, even with due regard for the legitimate interests of the cardholder. Such cause exists in particular if the cardholder has made inaccurate statements about his assets or if a significant deterioration of his assets occurs or is threatened, and therefore the fulfillment of the liabilities to the Bank under the **credit card agreement** is materially jeopardized. The credit card can no longer be used after the termination **of the credit card agreement takes effect, likewise the digital credit card can** no longer be used if the use **of just the digital credit card is terminated**.

Terms and Conditions for BW Basic Visa Card, BW Basic Visa Card orange.

Version dated ~~September 2016~~ 13 January 2018

1. Card issue.

The Visa Card Basic issued by the Bank is a prepaid Visa card (hereinafter referred to as the Basic card). The Basic card can be issued as a physical card and also as a digital card for storage on a telecommunication, digital or IT device (mobile device). These customer terms and conditions apply to both types of card alike, unless expressly regulated otherwise. The digital credit card is also subject to the conditions for use and the information for the digital credit card.

~~1.~~2. Uses and services.

The cardholder can use the ~~BW Basic Visa Card or BW Basic Visa Card orange (hereinafter both card)~~ Basic cards issued by the ~~BW-Bank (hereinafter Bank)~~, provided that they and the acceptance points are equipped accordingly, for the following payment services: The cardholder (primary or additional cardholder) can use the Basic card to make cashless payments to merchants in the Mastercard group/VISA group for goods and services in Germany – and abroad as an additional service – and also to withdraw cash from ATMs as part of the cash service. The merchants and the ATMs as part of the cash service can be identified by the acceptance symbols shown on the Basic card. ~~The card must not be used for illegal purposes. The cardholder will be informed separately if the Basic card entails additional services (e. g. insurance), this is governed by the specific rules applicable to such services.~~

~~2.~~3. Personalized security feature.

~~(1)~~ 3.1 The cardholder can be provided with a personal identification number (PIN) as a personalized security feature for use of the Basic card at ATMs and automated POS terminals.

~~(2)~~ 3.2 If the ~~PIN~~ personal identification number has been entered incorrectly three times in a row for one or both card forms, the Basic card can no longer be used at ATMs or electronic cash terminals where the PIN must be entered in order to use the card. In such event the cardholder should contact the bank, preferably at the branch where his account is held.

~~4.~~5. Authorization of payment orders.

5.1 The cardholder grants his approval (authorization) to execute the payment order when using the card. ~~To do this it is necessary to the cardholder must either: sign a receipt stating the card details; or~~

- enter his PIN at an ATM ~~and, if necessary, at merchants and electronic cash terminal~~; or
- enter his PIN at merchants' electronic cash terminals or, if necessary, sign for merchants; or
- use the contactless payment function with PIN at electronic cash terminals by holding the Basic card against the merchant's receiver terminal. The Basic card can be used for contactless payment at electronic cash terminals up to a maximum of EUR 50 per payment without entering the PIN, unless a PIN is required at the electronic cash terminal for the respective contactless use. If a PIN or signature is also required for authorization, the transaction is only authorized when duly provided, or
- ~~at merchants, the card (if the contactless function is available) laid upon or held against the card terminal and if necessary the PIN entered or a receipt stating the card details signed, or~~ enter the card details required by merchants for electronic remote payment transactions on the Internet. Special authentication procedures should be used if these are required. Further information on the authentication procedures supported by the Bank and information on online payment are available at the Bank's business premises and on its website; or
- provide merchants with the required card details. (e. g. by phone ~~online, by phone~~). ~~Where applicable, the special authentication procedures offered by the Bank and/or the merchant must be used:~~

~~If a PIN, signature or a special authentication procedure is also required for authorization, the transaction is authorized only when duly provided, or~~

5.2 This authorization also entails explicit consent to the Bank accessing (from its database), processing, transmitting and storing the personal data of the cardholder required to execute the card payment.

5.3 The cardholder can no longer revoke the payment order after approval has been granted.

5. Irrevocability of payment orders

~~The cardholder can no longer revoke the payment order after it has been authorized.~~

7. Blocking of funds available.

The Bank is entitled to block the funds available in the cardholder's card account (no. 4) up to the financial limit if:

- the payment was initiated by the payee; and
- the cardholder has also agreed to the exact amount of funds to be blocked.

Notwithstanding any legal or contractual rights, the Bank will release the blocked funds without delay after being informed of the exact payment amount.

8:9. Basic card statement.

(1) 9.1 ~~Transactions made~~ Payment orders initiated with the Basic card are immediately offset against any credit in the credit card account (see no. 34). The Basic card statement for the ~~transactions made~~ payment orders initiated with the card, the charges incurred and other activity in connection with the card is provided in the manner agreed with the cardholder ~~at least~~ (e. g. via the electronic mailbox or online banking) once a month ~~as of the agreed statement date~~ (accounting period). The amount shown is due immediately once the card statement has been issued. This amount is promptly charged to the ~~current account~~ payment account specified by the cardholder (settlement account) or offset against the credit.

(2) If the cardholder does not retrieve the statement in the agreed manner within the agreed time limit, a paper statement can be issued promptly and sent to the cardholder, who will be charged for postage. The cardholder must immediately check the card statement for unauthorized or defectively executed card transactions.

9:10. Cardholder's duties of care and cooperation.

a) 10.1 Signature

The cardholder must sign the Basic card in the designated field immediately upon receiving it.

b) 10.2 Safekeeping of the Basic card

10.2.1 The Basic card must be kept with special care to prevent it from being lost and misappropriated (e. g. for transactions at electronic cash terminals without a PIN up to the limit). In particular, it must also not be left unattended in a vehicle. ~~This is because any person who gains possession of the card is potentially able to use it for unauthorized payments.~~

10.2.2 As far as technically possible, the cardholder will protect access to his mobile device with a PIN (device PIN) set for the mobile device or in another suitable manner (e. g. with a fingerprint).

c) 10.3 PIN confidentiality

The cardholder must ensure that no other person learns his PIN. In particular, the PIN must not be written on the card, ~~for a digital card it must not be stored in the mobile device used for the digital card~~, or otherwise kept with it. Any other person who knows the PIN and comes into the possession of the ~~Basic card or the mobile device on which the digital card is stored~~ can use the PIN and the Basic card to perform improper card transactions (e. g. withdrawing cash from ATMs). ~~If the cardholder uses a digital card and access to the mobile device can be protected by a device PIN that can be selected by the cardholder, the cardholder must not use the same PIN to protect access as is needed to use the Basic card.~~

d) 10.4 Cardholder's notification, verification and information duties

~~(aa)~~ 10.4.1 If the cardholder notices the loss or theft of his **Basic card or the mobile device with the digital card**, their misappropriation or any other unauthorized use of the Basic card, card details or PIN, the Bank must be notified without delay on +49 711 124-43100 (stop notice).

The cardholder must report any theft or misappropriation to the police without delay. In emergencies, a replacement card (emergency card) can be provided within 48 hours. The costs shown in the »List of Prices and Services« will be charged for issuing an emergency **Basic card**.

10.4.2 Access to the mobile device is not blocked by the stopping of the digital card by the Bank or the central card-blocking service. Other functions on the mobile device can only be blocked by the respective providers of these functions.

10.4.3 If special authentication procedures are used in accordance with no. 5.1, before authorizing them the cardholder must check the transaction data provided for authentication (e. g. payment amount, date) against the details of the intended transaction. If any deviations are found, the transaction must be cancelled and the suspected misappropriation must be reported to the Bank.

~~(bb)~~ 10.4.4 The cardholder must also issue a stop notice without delay if he suspects that another person has gained unauthorized possession of his **Basic card**, it has been misappropriated or the **Basic card**, card details or PIN have otherwise been used in an unauthorized manner.

~~(cc) The card holder must notify the Bank without delay after detecting an unauthorized or defectively executed card transaction.~~

H:12. Cardholder's liability for unauthorized card transactions.

a) 12.1 Cardholder's liability before stop notice

~~(+) 12.1.1~~ If the cardholder loses his **Basic card or PIN**, or if ~~it is~~ they are stolen or otherwise misplaced, ~~or the Basic card is otherwise misappropriated~~ resulting in unauthorized card transactions in the form of

- withdrawal of cash from an ATM,
- use of the Basic Card at merchants' automated POS terminals,
- use of the Basic card for electronic remote payment transactions on the Internet,

the cardholder is liable for losses caused before the card is stopped up to a maximum of EUR 50 (maximum of EUR 20 for the BWBasic Visa Card orange), ~~regardless of whether or not the cardholder is responsible for the loss or theft~~. This does not affect liability in accordance with no. 12.1.5 for willful misconduct, gross negligence or fraudulent intent.

12.1.2 The cardholder is not liable in accordance with no. 12.1.1 if

- it has not been possible for him to notice the loss, theft, misplacement or other misappropriation of the Basic card before the unauthorized card transaction; or
- the loss of the Basic card was caused by an employee, agent or branch of the Bank or any other agency to which the activities of the Bank have been transferred.

This does not affect liability in accordance with no. 12.1.5 for willful misconduct, gross negligence or fraudulent intent.

~~(2) If an unauthorized card payment takes place before the stop notice without the card having been lost or stolen, the card holder is liable for the resultant loss up to a maximum amount of EUR 50 (EUR 20 in the case of the BW Basic Visa Card orange) if the cardholder has violated his duty to keep the PIN safe due to negligence. This does not affect liability in accordance with (4) for willful misconduct and gross negligence.~~

12.1.3 The Bank will waive the cardholder's loss participation of EUR 50 in accordance with (12.1.1) and cover all losses resulting from the unauthorized card transaction prior to the card being blocked if the cardholder has not breached his duties of care and cooperation in accordance with no. 10 with fraudulent intent, willfully or through gross negligence. The Bank will only cover the loss to be borne by the cardholder if the cardholder credibly offers proof that the conditions for the waiver of liability have been met and files a report with the police.

~~(3) 12.1.4 The cardholder is not required to compensate the loss referred to in (1) and (2) no. 12.1.1 if he was unable to issue the stop notice because the Bank did not ensure the possibility of receiving the stop notice and the loss was incurred as a result.~~

~~(4) 12.1.5 If unauthorized card transactions are made before the stop notice and the participant has acted fraudulently or has violated his notification and diligence duties in accordance with these terms and conditions willfully or through gross negligence, the cardholder will bear the full amount of the losses thus incurred. Gross negligence on the part of the cardholder has occurred if~~

- he culpably failed to report the loss, theft or misappropriation of the card to the Bank or the central card-blocking service without delay ~~after learning of this,~~
- he wrote his PIN on the ~~card physical Basic card or kept it together with the card or~~ kept it together with the physical Basic card,
- he stored the PIN on the mobile device, or
- he disclosed the PIN ~~was disclosed~~ to another person, thus causing misuse.

Liability for losses caused within the period during which the transaction limit applies is limited to the transaction limit ~~valid for the card~~ agreed for the Basic card. For losses in connection with the cash service, the cardholder is liable per calendar day for a maximum of the daily transaction limit stated in the »List of Prices and Services«, but not more than the funds available.

12.1.7 By contrast to no. 12.1.1 to 12.1.6, if the Bank did not request strong customer authorization in accordance with section 1(24) of the *Zahlungsdienstenaufsichtsgesetz* (ZAG – German Payment Services Supervision Act) for using the Basic card or the payee or his payment service provider does not accept this, even though the Bank is legally required to request strong customer authentication, the Bank's liability is governed by the provisions of section 675v(4) of the *Bürgerliches Gesetzbuch* (BGB – German Civil Code).

12.13. Cardholder's refund, correction and compensation claims.

a) 3.1 Refunds for unauthorized card transactions

In the event of a card transaction not authorized by the customer, the Bank is not entitled to have its expenses refunded by the customer. The Bank is required to refund the full amount to the account holder **without delay**. If the amount has been charged to the settlement account, the Bank will restore it to the balance it would have been without the unauthorized card transaction. **These obligations must be fulfilled no later than the end of the business day in accordance with the »List of Prices and Services« following the day on which the Bank was informed that the card transaction was not authorized or the Bank is otherwise made aware of this.** If the Bank has informed a competent authority in writing of legitimate reasons to suspect fraudulent conduct on the part of the customer, the Bank must examine its obligation under sentence 2 without delay and fulfill it if the suspicion of fraud is not corroborated.

13.14. Stopping and confiscation of the Basic card by the Bank.

The Bank is permitted to stop the **Basic** card and arrange for the debit card to be withdrawn (e. g. at an ATM) or **demand the deletion of the digital Basic card or initiate this itself**, if

- it is authorized to cancel the **Basic card contract or the use of the digital Basic card** for cause,
- this is justified due to objective reasons in connection with the security of the **Basic** card; or
- there is a suspicion that the **Basic** card is being used in an unauthorized or fraudulent manner.

The Bank will inform the cardholder **of the stop of this**, including the reasons, prior to or at the latest immediately after it has been frozen or **deleted**. The Bank will unfreeze the **Basic** card or replace it with a new **Basic** card when the reasons for the block or **deletion** no longer apply. It will also inform the cardholder of this without delay. The reasons will not be stated if this would violate other legal provisions.

15.16. Returning and replacing the Basic card.

(+) The **Basic** card remains the property of the Bank. It is non-transferable.

The **Basic** card is only valid for the period indicated **on the card**.

(2) The Bank is entitled to **demand the return of the old Basic card or to request the deletion of the digital card, or to initiate this itself**, when the new card is issued, or after the **old Basic** card is no longer valid at the latest. **If the authorization to use If the authorization to use the Basic card in the forms issued or as a digital debit card ends before this** (e. g. due to cancellation of the **Basic** card agreement), the cardholder must automatically return the **Basic** card to the Bank without delay or **delete the digital card**.

(3) The Bank reserves the right to replace the **Basic** card with a new card while the old one is still valid; the cardholder will not be charged for this.

17:18. Charges and their amendment.

18.1 The charges owed to the Bank by the cardholder are shown in the Bank's »List of Prices and Services«.

In accordance with section 675I(1) BGB, the Bank is authorized to charge the cardholder the amount shown in the Bank's »List of Prices and Services« for the replacement of a Basic card lost, stolen, misappropriated or otherwise used without authorization if the cardholder is responsible for the circumstances that led to the replacement of the Basic card and the Bank has no obligation to issue a replacement card. The Bank's »List of Prices and Services« indicates whether the Bank will make any other charges for the replacement of a Basic card in other scenarios.

18.2 Changes to these charges will be proposed to the **cardholder** in text form at least two months before their effective date. If the cardholder has agreed to a different method of communication with the Bank in the context of the business relationship (e. g. **online banking**, BW Card Service Online), changes can also be proposed in this way. **The cardholder can either accept or reject the changes before the proposed effective date.** The cardholder's consent is deemed to have been granted if he does not indicate his rejection before the effective date of the changes. The Bank will specifically advise the customer of this when announcing the changes. If changes in charges are proposed to the cardholder, the cardholder can also terminate the contract without notice and without charge prior to the effective date of the changes. The Bank will specifically advise the customer of this right of termination when it proposes the changes. For cardholders who are not consumers, the charges for the services used, and changes in these charges, are governed by the agreement made, and by the version of the »List of Prices and Services« valid at the time the services are used.

19:20. Termination.

The cardholder can terminate ~~the credit card agreement~~ **both the Basic card agreement and use of the digital Basic card alone** at any time and without notice.

The Bank can terminate the ~~Basic credit card agreement~~ **Basic credit card agreement** at any time with notice of at least two months and if there are objective grounds for doing so. The Bank can terminate the card agreement without notice for cause that makes it unreasonable for the Bank to continue the card agreement, even with due regard for the legitimate interests of the cardholder. Such cause exists in particular if the cardholder has made inaccurate statements about his assets or if a significant deterioration of his assets occurs or is threatened, and therefore the fulfillment of the liabilities to the Bank under the card agreement is materially jeopardized.

~~The card can~~ **The Basic card can** no longer be used after the termination of the **Basic card agreement takes effect, likewise the digital Basic card can no longer be used if the use of just the digital credit card is terminated.**

Terms and Conditions for Data Transmission.

Version dated 13 January 2018

1 Services.

1 Scope of services

(1) The Bank offers its customer (account holder), which is not a consumer, the service of electronic data transmission. Data transmission comprises the submission and retrieval of files ~~issuing of orders and data exchange~~ (in particular the transmission of orders and retrieval of information).

2 Users and participants, legitimation and backup media.

(1) Orders can only be issued via the EBICS connection by the customer or his authorized representative. The customer and his authorized representative are collectively referred to hereinafter as »users«. Each user requires individual legitimation media activated by the Bank to authorize the order data sent by data transmission. The requirements for the legitimation media are defined in Appendix 1a. If agreed with the Bank, order data transmitted by data transmission can be authorized with the signed slip/~~collective order~~.

~~(3) Legitimation and backup media are authentication instruments as defined by section 1(5) of the Zahlungsdiensteaufsichtsgesetz (ZAG – German Payment Services Supervision Act):~~

3 Procedural instructions.

(1) The requirements described in Appendix 1a, the documentation of the technical interface (Appendix 1b) and the data format specifications (Appendix 3) apply to the transfer procedure agreed between the customer and the Bank. ~~From February 1, 2014, the customer is required to submit transfer and direct debit collection orders for payments in euros within the European Economic Area in ISO 20022 format only in accordance with section 2 of Appendix 3. Direct debit collection orders for payments that were generated at a point of sale using a payment card and result in a direct debit from a domestic payment account (section 7c(1) of the Zahlungsdiensteaufsichtsgesetz (ZAG – German Payment Services Supervision Act)) are required to be submitted in ISO 20022 format only starting February 1, 2016.~~

(4) The user must provide the correct ~~account identification code (account number or IBAN) client identifier of the payee or payer and – if this information is required – the payment service provider identification code (sort code or BIC) of the payee's payment service provider or the payer's payment service provider (paying agent) and the account identification code (account number or IBAN) of the payee or payer~~ in accordance with the applicable special terms and conditions.

The payment service providers involved in the settlement of the payment order are authorized to process the order exclusively ~~the account identification code and —if this information is available— the payment service provider identification code~~ on the basis of the client identifier. Incorrect information can lead to misallocated orders. Losses and disadvantages resulting from this will be borne by the customer.

(5) Before transmitting order data to the Bank, a record of the files to be transmitted, their full content and the data transmitted to verify legitimacy must be produced. This must be verifiably retained by the customer at least for a period of 30 calendar days from the ~~execution date specified in the file (for transfers) or due date (direct debits) or, if there are multiple dates, the latest date,~~ in such a form that the file can be provided to the Bank again at short notice on request, unless agreed otherwise.

(6) Moreover, for ~~each submission and data-exchange retrieval of files,~~ the Customer must produce a computer log that corresponds in substance to the provisions of section 10 of the specifications for the EBICS connection (Appendix 1b), add this to its files and provide it to the Bank on request.

(8) As arranged with the Bank, the order data delivered by data transmission must be authorized either by electronic signature or with the signed slip/~~collective order~~. These order data become a valid order:

- a) on being submitted with an electronic signature if
 - all necessary electronic signatures of the users have been received by data transmission within the agreed period; and
 - the electronic signatures can be successfully verified with the agreed keys; or
- b) on being submitted with a slip/~~collective order~~ if
 - the slip/~~collective order~~ has been received by the Bank within the agreed period; and
 - the slip/~~collective order~~ for the account authorization has been signed accordingly.

4 Conduct and due diligence requirements in the handling of legitimization media for order authorization.

(2) The user can issue orders using the legitimization media activated by the Bank. The customer ensures that each user makes sure that no other person comes into possession of his legitimization medium, or the password protecting this knowledge. Any other person who is in possession of the medium or a corresponding duplicate can, in conjunction with the associated password, abuse the agreed services. In particular, the following must be observed regarding the confidentiality of the legitimization media:

- The data legitimizing the user ~~must not be stored outside of the legitimization media, e.g. on the computer's hard drive~~ must be kept securely and protected from unauthorized access;
- ~~the legitimization media must be removed from the card reader and stored securely after the data transmission use;~~
- the password used to protect the legitimization medium must not be written down or saved electronically;
- when entering the password, it must be ensured that other persons cannot spy on this.

7 Handling of incoming order data by the Bank.

(3) The Bank checks the legitimation of the user or users and the authorization of the order data sent by data transmission by means of the electronic signatures generated by the users using the legitimation media or the accompanying slip/~~collective order~~ sent, and checks the consistency of the order data records with the provisions in accordance with Appendix 3. If this reveals inconsistencies, the Bank will not process the relevant order data and will inform the customer of this without delay. The Bank is authorized to delete order data not fully authorized after the end of the time limit sent separately to the Bank.

8 Revocation.

(2) The ability to revoke an order is governed by the special terms and conditions applicable (e. g. the terms and conditions for bank transfers). Orders can be revoked outside the data transmission process ~~or, if agreed with the customer, in accordance with the specifications of section 11 of Appendix 3.~~ The customer must inform the Bank of the individual details of the original order to do so.

9 Execution of orders.

- (1) The Bank will execute the orders if all the following conditions are met:
- The order data delivered by data transmission have been authorized in accordance with no. 3(8).
 - The specified data format has been complied with.
 - The transaction limit, ~~if agreed,~~ has not been exceeded.
 - The conditions for execution in accordance with the relevant ~~terms and conditions~~ **special terms and conditions** for the particular type of order (e. g. sufficient funds in accordance with the terms and conditions for bank transfers) are satisfied.

11 Liability.

11.1 Bank's liability for unauthorized data transmission transactions and data transmission transactions not executed ~~or~~, executed defectively ~~or late~~
The Bank's liability for unauthorized data transmission transactions and data transmission transactions not executed ~~or~~, executed defectively ~~or executed late~~ is governed by the ~~terms and conditions~~ **special terms and conditions** agreed for the respective type of order (e. g. terms and conditions for bank transfers).

11.2 Customer's liability for misuse of legitimation or backup media

11.2.1 Customer's liability for unauthorized payment transactions before stop notice
~~(1) If unauthorized payment transactions before the stop notice are due to the use of legitimation or backup media that have been lost, stolen, or are otherwise missing, the customer is liable for the loss thereby incurred by the Bank up to an amount of EUR 150, regardless of whether or not the participant is responsible for the legitimation or backup media being lost, stolen, or otherwise missing, or of misplacement of the authentication instrument.~~

~~(2) If unauthorized payment transactions are made prior to the stop notice due to the misuse of legitimation or backup media which were not lost, stolen, or is otherwise missing, the customer is liable for the loss thereby incurred by the Bank up to EUR 150 if the participant culpably breached his duty to store the legitimation or backup media securely.~~

~~(3) If the account holder is not a consumer, he is liable for losses resulting from unauthorized payment transactions above the liability limit of EUR 150 in accordance with (1) and (2) if the participant has willfully or negligently violated his notice and diligence duties under these terms and conditions:~~

~~(1) If there are unauthorized payment transactions as a result of the misuse of the legitimation or backup media before the stop notice, the customer is liable to the Bank for the losses incurred if the participant negligently or willfully violated his conduct and due diligence requirements. Section 675v of the *Bürgerliches Gesetzbuch* (BGB - German Civil Code) does not apply.~~

~~(2) (4) The account holder customer is not required to compensate the loss referred to in (1), (2) and (3) (1) if the participant was unable to issue the stop notice in accordance with no. 6(1) because the Bank did not ensure the possibility of receiving the stop notice and the loss was the result of this would otherwise have been avoided.~~

~~(4) (2) and (3) do not apply if the participant has acted with fraudulent intent.~~

12 Closing provisions.

The appendices referred to in these terms and conditions are a component of the agreement with the customer.

Appendix 1 a: EBICS Connection ~~(formerly 1a and 1b)~~

Appendix 1 b: EBICS Connection Specifications

Appendix 1 c: Security Requirements for the EBICS Customer System

Appendix 2: Not currently assigned

Appendix 3: Data Format Specifications

Appendix 1a: EBICS Connection.

2 Initialization of EBICS connection.

2.1 Setting up the communication link

Communication is established using a URL (uniform resource locator).

Alternatively, an IP address of the respective bank can be used. The URL or the IP address will be communicated to the customer when the agreement with the Bank has been signed.

The Bank will provide the participants named by the customer with the following data for establishing the EBICS connection **on conclusion of the contract**:

- URL or IP address of the Bank
- Name of the Bank
- Host ID
- Permitted version(s) for the EBICS protocol and backup procedure
- Partner ID (customer ID)
- User ID
- System ID (for technical participants)
- Other specific information on customer and participant authorizations

The Bank assigns a user ID to the participant assigned to the customer that uniquely identifies the participant. If no technical participants have been defined, the system ID and user ID are identical.

2.2 Key initialization

~~2.2.2 Migration from FTAM to EBICS~~

~~If the participant already has a banking key activated by the Bank due to his existing data transmission access for FTAM, existing banking keys can be retained as part of the separately agreed migration from FTAM to EBICS if they correspond to at least version A004 and this is agreed with the Bank.~~

~~In such cases, the public keys for authentication and encryption are transmitted to the Bank with the order types provided for this. These messages must be signed with the key for the banking electronic signatures. A signed initialization letter is not sent separately.~~

3 Issuing orders to the Bank.

The user checks the order data for accuracy and ensures that exactly these data are electronically signed. When commencing communication, the **Bank** first verifies participant authorizations, such as the authorization for order types or, where appropriate, agreed limit checks. The results of other banking checks such as, for example, limit checks or account authorization checks will be communicated to the customer at a later date in the customer's log. **An exception is the online check of order data by the Bank optionally agreed with the customer.** Order data transmitted to the banking system can be authorized as follows:

3. If the customer and the Bank agree that order data sent by data transmission can be checked using a separate slip/**collective order**, a transport signature (type »T«) is required for the technical protection of the order data instead of the user's banking electronic signature. For this purpose, the file must be assigned a special identifier that indicates that there is no other electronic signature for this order other than the transport signature (type »T«). The order is then approved after the user's signature has been successfully checked by the Bank on the slip/**collective order**.

3.2 Legitimation verification by the Bank

Order data delivered via data transmission are only executed by the Bank as an order when the required banking electronic signature or the slip/**collective order** has been received and checked with a positive result.

3.3 Customer protocols

The Bank documents the following processes in customer protocols:

- Transmission of order data to the Bank system
- Transmission of information files from the Bank system to the customer system
- Results of every legitimation check for orders delivered by the customer to the Bank system
- Further processing of orders if they require signature verification, the display of order data
- **Errors in decompression**

The participant must inform himself of the results of the checks performed by the Bank by promptly retrieving the customer log. The participant must inform himself of the results of the checks performed by the Bank by promptly retrieving the customer log.

Appendix 2: ~~not currently assigned~~ (formerly: FTAM Connection)

Owing to the discontinuation of the requirement to support FTAM on 31 December 2010, Appendix 2 is no longer used.

Appendix 3: Data Format Specifications

The **valid version of the** specifications **is are** published on the website www.ebics.de.

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