

## Payment services framework agreement (informational booklet)

### 1. Payment Services Provider:

**Kutxabank, S.A.**, Tax ID No. A95653077  
Gran Vía, 30-32 - 48009 Bilbao,  
Bank of Spain Register of Financial Institutions 2095.  
info@kutxabank.es

### 2. Scope of application:

The purpose of this Framework Agreement is to regulate (I) payment transactions, (II) cash receipts or withdrawals from a payment account, (III) issuance and acquisition of payment instruments, and (IV) payment initiation and account aggregation services. There are restrictions on protection in the event that the customer is not a consumer. See agreement.

### 3. System of payment transactions:

**3.1. Authorising the transaction.** Payment transactions shall be deemed to have been authorised by the Customer when the latter has given their consent to initiate or execute them.

Such consent shall be deemed to have been given when the order to execute the transaction has been issued by the Customer, when the Customer has used any Payment Instrument or when the Customer has communicated their consent to Kutxabank to payment transactions initiated or carried out by third parties.

Payment orders issued by the Customer must include the unique identifier of the payee of this order (Customer Account Number or IBAN).

If the unique identifier provided by the Customer is incorrect, Kutxabank shall not be liable for the non-execution or incorrect execution of the payment transaction.

**3.2. Receiving payment orders.** Payment orders issued directly by the Customer or by an initiation service provider on behalf of the Customer, or indirectly through a payee, prior to 3:00 pm on a business day, shall be deemed to have been received by Kutxabank on that same business day. Otherwise, it shall be deemed to have been received on the following working day.

**3.3. Rejecting a transaction.** Kutxabank may only refuse to execute a payment order or initiate a payment transaction if there are objective and duly justified reasons for doing so. If a transaction is rejected, Kutxabank shall notify the Customer of the reasons for doing so and the procedure for rectifying any factual errors that may have led to the rejection.

**3.4. Unauthorised or incorrectly executed payment transactions.** The Customer may not revoke a payment order after it has been received by the payer's payment service provider, except in specific cases. See agreement.

**3.5. Operações de pagamento non autorizadas ou executadas incorrectamente.** When a Customer becomes aware that an unauthorised or incorrectly executed payment transaction has taken place, they must report it immediately to Kutxabank without undue delay. In any event, the Customer must report it to Kutxabank within a maximum period of thirteen (13) months from the date of the debit or credit.

Kutxabank shall return the amount of the unauthorised transaction to the Customer immediately, and no later than the end of the working day following that on which it was notified that the transaction was unauthorised or incorrect, and, where appropriate, shall restore the payment account into which the amount was debited to the state that would have prevailed had the unauthorised payment transaction not been made, except in the cases provided for by law.

The Customer shall be obliged to bear up to 50 euros for losses arising from unauthorised payment transactions resulting from the use of a payment instrument that has been lost, stolen or misappropriated by a third party, except in specific cases. See agreement.

**3.6. Payment transactions initiated by the payee:** The Customer shall be entitled to a refund from Kutxabank of amounts relating to authorised payment transactions initiated by or through the payee, provided that the following two conditions are met:

- a) when the Customer gave the authorisation, they did not specify the exact amount of the payment transaction; and
- b) this amount exceeds what the Customer could reasonably expect, taking into account their previous spending patterns and the circumstances pertaining to the case.

Notwithstanding the above, the Customer shall not be entitled to a refund when (i) they have given their consent to execute the payment transaction directly to the payment service provider, and (ii) the payment service provider or the payee has provided or made available to the Customer information regarding the future payment transaction in the agreed form at least four weeks before the due date.

The Customer may request a refund for a maximum period of eight (8) weeks from the date the funds are debited to the Customer's account.

Kutxabank will refund the full amount of the payment transaction or justify its refusal to refund within a maximum period of ten (10) working days from receipt of the corresponding request from the Customer.

### 4. Payment instruments

**4.1. Applicable rules:** the payment instruments requested by the Customer are subject to the rules and spending limits set out in this Framework Agreement.

"Payment Instrument": any personalised device or set of procedures agreed by Kutxabank and the Customer and used by the Customer to initiate a payment order.

**4.2. Account blocking:** Kutxabank may block the use of a payment instrument for objectively justified reasons relating to the security of the instrument or, if it is linked to a credit facility, if its use would significantly increase the risk that the Customer may be unable to meet their payment obligations. Kutxabank shall notify the Customer that the payment instrument has been blocked.

### 4.3. Customer Obligations:

- a) To take all reasonable steps to protect the personalised security credentials relating to their payment instruments.
- b) In case of loss, theft, misappropriation or unauthorised use of any of their payment instruments, they must notify Kutxabank, without delay, as soon as they become aware of it, by toll-free telephone number 900 44 55 66.



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#### 4.4. Kutxabank Obligations:

- a) To refrain from sending the Customer payment instruments that have not been requested by the Customer, except in the event that a payment instrument that has already been issued needs to be replaced.
- b) To prevent any use of a payment instrument once the Customer has reported it as lost, theft or unauthorised use.
- c) To provide information provided for in the regulations once a month, free of charge.

Notwithstanding the above, if the Customer requests information from Kutxabank in addition to that described above, or that it be sent more frequently than indicated, or sent via a means of communication other than that agreed, Kutxabank may charge the appropriate costs provided for in the list of fees for this purpose.

#### 5. Limitations on using payment instruments and access to payment accounts by payment service providers

Kutxabank may deny access to a payment account by a payment service provider that provides the account information service or a payment initiation service provider for objectively justified and duly documented reasons related to unauthorised or fraudulent access to the payment account. In such cases, Kutxabank shall notify the Customer of the denial of access to the payment account and the reasons for it.

#### 6. Completion time and value date

**6.1. Scope of application:** All payment transactions that are carried out by the Customer through Kutxabank in euros shall be subject to the rules referred to in paragraph 6.2. These include national payment transactions in the currency of a member state that is not part of the euro zone, and those payment transactions that only involve a currency conversion between the euro and the currency of a member state that is not part of the euro zone, provided that the relevant conversion is carried out in a member state that is not part of the euro zone and, in the case of cross-border payment transactions, the cross-border transfer is carried out in euros.

The completion time and value date of those payment transactions other than those listed in the previous paragraph shall be governed by the specific conditions for each transaction, which shall be communicated to the Customer for their acceptance. These conditions shall also set out the exchange rate and value date applicable to the transaction.

**6.2. Availability and value date:** For the purposes of this Framework Agreement, the "value date" shall mean the date used by Kutxabank as a reference for calculating the interest on the funds credited or debited to a Customer's payment account.

- a) When the Customer deposits cash into a payment account in the currency of that account, the amount deposited shall be available to the Customer from the moment the funds are received. The value date of the receipt of the funds shall be the day on which the receipt takes place.
- b) Kutxabank shall ensure that the amount of the payment transaction ordered by the Customer is credited to the account of the payee's service provider no later than the end of the working day following the moment when the payment order is received by Kutxabank.
- c) If the Customer is the payee, Kutxabank shall establish the value date and availability of the amount of the payment transaction in the Customer's account in accordance with the following:
  - (I) The value date of the credit to the Customer's payment account shall be no later than the working day on which the amount of the transaction was credited to Kutxabank's account.
  - (II) Kutxabank shall ensure that the amount of the transaction is available to the Customer immediately after it is credited to Kutxabank's account, provided that (i) there is no currency conversion involved or (ii) if there is, the conversion is between the euro and the currency of a member state or between the currencies of two member states.

#### 7. Liability in case of non-execution or incomplete or delayed execution of a payment

**7.1 Payment orders initiated directly by the payer:** If the Customer directly initiates a payment order, Kutxabank shall be liable to the Customer for the correct execution of the transaction until the amount is credited to the account of the payee's payment service provider. In such a case, if the order is not executed or executed incorrectly, Kutxabank shall refund the amount corresponding to the transaction to the Customer without undue delay.

If the Customer is the payee of a payment order initiated by a third party, Kutxabank shall be liable to the Customer for the correct execution of the transaction from the moment the amount is credited to Kutxabank's account. From that point on, if the order is not executed or is executed incorrectly, Kutxabank shall immediately make the amount corresponding to the transaction available to the Customer.

**7.2 Payment orders initiated by or through the payee:** If the Customer initiates a payment order as a payee, Kutxabank shall be responsible for the correct transfer of the payment order to the payer's payment service provider.

Where the payee's payment service provider is liable under this section, it shall immediately refund the amount of the payment order to the payer's payment service provider.

Where a payment transaction is not executed or is executed incorrectly for which the payee's payment service provider is not liable, the payer's payment service provider shall be liable to the payer.

#### 8. Enhanced Customer Authentication

The authentication shall be based on two or more elements categorised as knowledge, possession or inheritance, and shall result in the creation of a code that will be accepted by Kutxabank only once.

#### 9. Fees

The fees and charges set out in the list of fees shall apply.

#### 10. Duration and Termination

This Framework Agreement shall be in force for as long as any agreements signed by Kutxabank and the Customer are in force, which may result in (I) payment transactions, (II) cash receipts or withdrawals from a payment account, (III) issuance and acquisition of payment instruments, and (IV) payment initiation and account aggregation services. The Framework Agreement shall end simultaneously and automatically upon the termination of such agreements.

The Customer may terminate this Framework Agreement with no prior notice, and Kutxabank may terminate it with two (2) months' notice.

#### 11. Changes to the Framework Agreement

Kutxabank shall provide the Customer with any changes to the terms and conditions of this Framework Agreement on an individual basis and on a durable medium, no less than two (2) months prior to the date on which the proposed change is expected to come into effect.

The Customer shall be deemed to have accepted any changes if it does not notify Kutxabank that it does not accept them prior to the effective date by means of the same method by which they were notified. The Customer may terminate this Framework Agreement immediately and free of charge prior to that date.

#### 12. Termination of basic payment account agreements

Kutxabank may unilaterally terminate the Framework Agreement on the basic payment account, without prejudice to the rules on payment services applicable from time to time, if any of the conditions detailed in the agreement are met.

#### 13. General valuation rules

The general valuation rules applicable to debit and credit transactions on asset and liability accounts are provided together with the Master Agreement.

**14. Personal data**

They are governed by a specific Annex that is provided with the Framework Contract.

**15. Processing of incidents and out-of-court complaints procedure**

To resolve incidents, the Customer may go to the branch of the Entity where they usually carry out their transactions and, in the event of an unsatisfactory response, make a complaint or claim in writing to the Customer Service Department of Kutxabank (Gran Vía 30-32, 2ª planta 48009 - BILBAO). The Customer Service Department of Kutxabank will deal with all of the issues raised within a maximum of fifteen working days. Kutxabank is not affiliated to a consumer arbitration board to resolve disputes relating to this Agreement.

**16. Applicable legislation**

Matters not expressly covered by this Framework Agreement shall be governed by the provisions of the Spanish regulations on payment services and other legislation applicable at any given time.

**17. Communications, communication channels and copy of the agreement**

The Customer may obtain a copy of the general conditions of any of its agreements from Kutxabank, on paper or on another durable medium, at any time during the contractual relationship. They are also available to the Customer on the Kutxabank website: [www.kutxabank.es](http://www.kutxabank.es) to make it easy to refer to them at any time.

Kutxabank will communicate with its Customers using any telematic or electronic means at its disposal, including its own multi-channel banking operational services: online bank, mobile phone, etc., and SMS messages or any of the Customer's addresses in the Bank's records. Likewise, the Customer may communicate with the bank in relation to this contract for conveying any communications, incidents, questions or queries, through any of the channels the bank puts at your disposal: Branch offices, Online Bank, ... etc., for these purposes, as well as by toll-free telephone number 900 44 55 66.

**18. Limitations on channels and times for carrying out certain transactions on demand deposit**

The opening hours of the cashier service attended by a manager, and the transactions carried out through this service (in particular, but not limited to: income to third parties, withdrawals over or under a certain amount, payment of bills that are not paid by direct debit, etc.), may be limited or restricted to certain time slots and days of the week.

Any limitations that there may be can be checked at any branch, where they will be clearly visible by means of the relevant signs.

Name and Surnames / Business

name: 0

I.D./Identification Document: 0

D/Dª:

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place and date 0

office approval

holder/s

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