

## DEBIT CARD

### PRELIMINARY INFORMATION FOR CONSUMERS WITH COMMERCIAL PURPOSES

The present information is provided Cajamar Caja Rural, Sociedad Cooperativa de Crédito (hereinafter, the Bank), in accordance with Order EHA/1608/2010, of 14th June, regarding the transparency of conditions and information requirements applicable to payment services, and Act 22/2007, of 11th July, regarding the distance commercialisation of financial services aimed at consumers.

Consequently this information is directed exclusively at individuals who in contracting a product or service referred to in the information, act outside their business or professional activity.

### INFORMATION ABOUT THE PROVIDER

The Bank, is a Spanish financial entity with head office in CAJAMAR CAJA RURAL, SOCIEDAD COOPERATIVA DE CRÉDITO. Inscrita en el Registro Mercantil de Almería, Tomo 1526, Libro 0, Folio 1, Hoja AL-40338, Inscripción 1ª de fecha 31/10/2012. Registro Estatal de Sociedades Cooperativas, con número de inscripción 2627-SMT. NIF-F04743175. Domicilio Social Plaza Barcelona, 5 - 04006 ALMERÍA. Entidad del Grupo Cooperativo CAJAMAR..

In the provision of its services the Bank is subject to the authorisation and supervision of the Bank of Spain, where it is registered as number 3058, and the National Commission of the Securities Market.

### INFORMATION ABOUT THE FINANCIAL SERVICE

#### Description and main characteristics of the Debit Card

The characteristics of the Debit Card you are about to request are available through Electronic Banking before, during and after the contract procedure, along with any branch of The Bank. The general terms and conditions to which this product is subject are specified in the Agreement document. The card will be managed entirely through Electronic Banking or any branch of The Bank.

It can be used as a substitute for money when paying for goods and services, drawing on the funds which the holder has deposited in his associated the Bank account.

It can be used for:

- Paying in commercial establishments without needing to carry cash.
- Withdrawing cash in any cashpoint in the world with the VISA symbol.

Besides, in The Bank ATMs, you can also:

- Consult the balance and recent movements of the associated account.
- Pay bills.
- Recharge pre-paid cards for mobile phones.
- Request cheques

The amount of the operations will always be immediately reflected in your account.

The card will have a limited period of validity which will be printed on it, and without prejudice to renewal on expiry, once expired it cannot be used.

Persons under the age of 18 or anyone who is not legally capacitated may not hold a Debit Card. The Current Account may not be opened by electronic or phone banking by minors, legal entities, non-residents, or anyone who is not legally capacitated

### INFORMATION ABOUT USING THE PAYMENT SERVICE

#### Specification of the unique identifier for the correct execution of a payment order

In the Payment Services Act, the unique identifier is defined as the combination of letters and numbers which The Bank/payment service provider specifies to the user of said services, and which the latter must provide in order to identify unequivocally the other user of the payment service, their payment account in a payment operation, or both. In the case of use of payment instruments, the unique identifier corresponds with the card number or PAN.

When a payment order is executed in accordance with the unique identifier provided, it will be deemed to have been correctly executed. Therefore, in the event that the unique identifier provided by the Holder is incorrect, The Bank will not be responsible for the non-execution or faulty execution of the payment operations.

When the Holder provides additional information to that required by The Bank for the correct execution of payment orders, The Bank will only be responsible, for the purposes of correct execution, for the execution of payment operations in accordance with the unique identifier provided by the Holder.

#### Form and procedure by which consent must be communicated for the execution of a payment operation and the withdrawal of said consent

Services requested by the Holder which are covered by Debit Card contract will be deemed to be authorised when the Holder provide the consent through the presentation of the card signed and identification and entering the personal identification number, or by the sign of a bill, according to the operation concerned.

Furthermore, a payment operation will be deemed to have been authorised when consent has been provided using any of the remote communication techniques outlined in Act 22/2007 of 11th July regarding the remote commercialisation of financial services aimed at consumers, and in particular, through the use of telematic or electronic means, fax or similar.

#### Receiving a payment order

An order to provide a payment service will be deemed to have been received the moment it is received by The Bank/Service Payment Provider. If this is not a working day for The Bank, or if it is received by The Bank outside of ordinary opening hours (unless specifically established for each channel), orders will be deemed to have been received on the next working day.

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### Maximum timeframe for executing payment services

Payment operations with the Debit Card will be executed as quickly as possible, depending on the entities involved as payment service providers or the currency market used for this purpose.

### Limitations to the use of the Debit Card

The Bank reserves the right to block the use of the Debit Card for security reasons, suspicion of unauthorized or fraudulent use of it (see section, reserve the right to block the card.)

## INFORMATION ABOUT CHARGES, AND INTEREST AND EXCHANGE RATES

Apart from the expenses, taxes and fees resulting from the operations of the client with the card, to which will be paid by the client, issue and maintenance of the card has rigged the fees and expenses specified in the Special Conditions of Contract.

You can view the current economic conditions governing the price of the service, taxes and other expenses and charges in the section "Commissions and fees", along with the maximum conditions authorised for the service (rates registered with the Bank of Spain)

Modifications to interest and exchange rates may be applied immediately without prior warning when they are based on the reference interest or exchange rates agreed in the contract.

Regarding modifications to interest and exchange rates, for payment operations denominated in a currency other than the Euro, The Bank will use its own buying or selling rate published for the date of the operation for currencies accepted by The Bank as the basic reference rate to execute the payment order, unless the two parties agree on a different exchange rate, as well as the commissions and fees applicable to this exchange.

## INFORMATION ABOUT THE REMOTE CONTRACT

### Remote contract procedure

This account can be opened over the phone or on line. During the contract procedure, the different steps required to formalise the contract will be clearly and precisely indicated to the customer.

Specifically, they must:

- Know and declare that they have received the prior information sufficiently in advance, and know and accept the terms and conditions of the contract, which are made available to them.
- Provide the information requested, either over the phone or on line.
- Accept the agreed conditions, at the end of the process:
  - If opening the account on line, by entering the signature code required for accounting and contract operations.
  - If opening the account over the phone, by reading, signing and then returning to the Bank any documentation sent to their home address.

By way of a receipt for the operation, the Bank will store all the documentation pertaining to the contract procedure.

## INFORMATION ABOUT CORRESPONDENCE AND COMMUNICATION

The Bank will send any correspondence generated to the customer or will make it available to the latter, by the means and at the address agreed in the contract.

Any correspondence addressed to the Holders from The Bank will be sent to the address established in the agreement or via electronic means, especially The Bank's Home Banking service, or the e-mail address provided by any of the Holders to THE BANK at any given time, in which case correspondence will be deemed to have been received by all Holders without further requirement.

Said communications will be made available to the Holders as soon as they are generated and the latter may consult them at their convenience and obtain paper print-outs or download them onto their computer.

The Holder may request correspondence to be sent by any of the means established by the Bank at any given time, submitting an application to modify the way in which they receive correspondence.

All correspondence and notifications between The Bank and the Holder will be made in the same language in which account is opened.

At any point in the contractual relationship, the Holder has the right to request and receive on paper or in any durable format the contractual terms and conditions of this agreement as well as the general prior information to signing said agreement.

## INFORMATION ABOUT RESPONSIBILITIES

### Measures to ensure card security

The Holder is responsible for the correct use and maintenance of the Card and is, therefore, required to take all necessary measures to ensure the security of the card, in particular:

- Keeping the personal identification number (PIN) secret.
- Notifying the Entity without undue delay, as soon as they become away of any unauthorised transaction or any error or other anomaly in the management of the card by the Entity.
- Notifying the Entity without undue delay, as soon as they become aware that the card has been lost or stolen, or used without authorisation or incorrectly, or if other people ascertain the personal identification number against the Holder's will. Notification can be made either in person at any of the Entity's branches or by calling the telephone number provided to Holders when they receive their card, and which is displayed permanently on the Entity's website.
- Taking all due precautions to guarantee the security of the card and the procedure for using it, avoiding as far as possible using it for remote sales in which the confidentiality of data cannot be guaranteed, not revealing the PIN number and taking all reasonable measures to protect the security elements provided.

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- Destroying the card once no longer in use.

### Reserving the right to block the card

The Entity reserves the right to block the use of the Debit Card for security reasons, if it suspects that it is being used fraudulently or without authorisation.

In this event, the Entity shall inform the Holder that the card has been blocked, and of the reasons for this decision, if possible before the card is blocked, or immediately afterwards, unless the communication of said information is compromised for objectively justified reasons of security, or if it would be counter to any other legal provision.

The Entity will unblock the payment instrument or will replace it with a new one once the reasons that motivated its initial blocking have disappeared. It will be unblocked at no cost to the Holder.

### Holder's responsibility in the case of unauthorised payment operations

The Holder is responsible for and will, therefore, be liable for payment, until the Entity is notified, of any losses derived from any operations not authorised by the Holder, either through the fraudulent use of the card, its loss, theft or misplacement, or usage via coercive means or in a different way to the procedure agreed in the contract, up to a maximum limit of 150 Euros, unless said Holder has acted fraudulently, knowingly, has committed grave negligence, or has not observed due diligence in safeguarding the card or the secret number, or has not fulfilled the obligation to notify the Entity that the card or its secret number has been lost, stolen or copied, without undue delay, as soon as they become aware of this fact, in which case they will be liable for all losses incurred.

## INFORMATION ABOUT MODIFICATIONS, REVOCATION AND THE RIGHT TO WAIVE THE CONTRACT

### Contractual modifications

Modifications to agreed contractual conditions will be deemed to have been accepted by the Holder unless non-acceptance is communicated prior to the proposed date for their entry into effect.

### Duration

The card will have a limited validity period, which will be shown on the card itself and, notwithstanding its renewal on expiry, the card cannot be used after the expiry date.

### Cancelling the contract

The Holder may cancel the contract, without providing any cause, notifying the Entity in writing of their decision, without any further requirement than having to settle any outstanding debts or payments pertaining to the contract, and handing the card in to be destroyed.

### Right to waiver

The customer may exercise their right to waiver within 14 calendar days from the day on which the contract is signed, without providing justification and incurring no penalty, once any amounts owing to the customer or the Bank have been settled.

This right should be exercised through Tu Caja Responde, a secure means of electronic communication available to customers through the Bank's electronic banking service, by clicking on the tab provided for this purpose.

## INFORMATION ABOUT APPLICABLE LEGISLATION, JURISDICTION, CLAIMS PROCEDURES AND MEANS OF COMPENSATION

### Applicable legislation and jurisdiction

Customer relations prior to and during the contract are subject to Spanish legislation.

For any matters arising between the Holder and the Bank in relation to the contract, the abiding parties agree to be bound by the corresponding jurisdiction according to the Civil Proceedings Act.

### Extrajudicial procedures for complaints and claims

In the event of a dispute or claim pertaining to the product or service to which this information refers, the customer has access to the following systems for extrajudicial resolution of conflicts:

- The staff of all the Bank offices is available to the client to attend to any complaints or claims they may have.
- In all the Bank offices there is a leaflet/letter of suggestions/complaints/claims, which can be filled in and deposited by the client in the office itself or sent by ordinary post (to be paid by the addressee) to the following address:  
Dirección de Calidad  
  
Apartado de Correos 250 – 04080
- Through the Bank website (www.cajamar.es), in the section "Attention and Quality / Complaints and claims", clients can access the appropriate form for on-line suggestions, complaints or claims.

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- d) In compliance with Order ECO/734/2004, of 11 March, Grupo Cooperativo Cajamar has a specialised and independent CUSTOMER RELATIONS SERVICE (CRS) which clients can use when their complaints or claims are based on contracts, operations or services of a financial nature which the client considers have been treated in a way which is contrary to best banking practices, and affect the legally recognised interests and rights, whether deriving from the contracts, the regulation on transparency and protection of the client or from best banking practices. The presentation of these complaints or claims may be done:
- By letter or using the complaints and claims form accessible at the website ([www.cajamar.es](http://www.cajamar.es)), which the client may deliver at any office of the entity or send to the following address:  
SERVICIO DE ATENCIÓN AL CLIENTE  
Grupo Cooperativo Cajamar  
Apartado de Correos 250 – 04080
  - Through the email address [servicioatencioncliente@grupocooperativocajamar.com](mailto:servicioatencioncliente@grupocooperativocajamar.com). If using this method, the presentation must permit reading, printing and saving the documents, and also comply with the requirements of Law 59/2003, of 19 December, on electronic signatures.
- e) If the resolution of their complaint or claim by the CRS is not to clients' satisfaction, they may record their disagreement in the terms set out in the law by writing to the Claims Service of the Bank of Spain.
- f) Finally, in the offices located in the Autonomous Communities where the consumer legislation requires it, Claims Sheets are available to clients for their presentation.

The Bank forms part of the Credit Co-operative Deposit Guarantee Fund (created by Royal Decree Law 18/1982, of 24 September).