

**PRIOR COMMERCIAL INFORMATION PROVIDED TO CONSUMERS**

This information is provided by \*Cajas Rurales Unidas, 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 aimed exclusively at private individuals who, when taking out the product or service to which this information refers, are acting outside of their business, commercial or professional activity.

**INFORMATION ABOUT THE PROVIDER**

The Bank, which is a Spanish financial entity, has its registered address in \*CAJAS RURALES UNIDAS, 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. NIF-F04743175. Domicilio Social Plaza Barcelona, 5 - 04006 ALMERÍA. Entidad del Grupo Cooperativo CAJAMAR..

In the provision of its services, the Bank is bound by the authorisation and supervision of the Bank of Spain, with which it is registered with number 3058, and the Spanish National Securities Commission.

**INFORMATION ABOUT THE FINANCIAL SERVICE**Description and main characteristics of the Current Account

The characteristics of the Current Account you are about to open 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 account will be managed entirely through Electronic Banking or any branch of The Bank.

It is an instant access account with full availability of funds, capable of supporting both direct deposit and debit arrangements, including direct salary deposits. The physical medium is the Cheque Book.

The Current Account can support all kinds of direct debit and deposit arrangements, including direct salary deposits.

Any interest earned is classed as capital gains and subject to tax retention under current legislation, classified as Earnings from Savings and taxed at 19% up to 6,000 euros and 21% thereafter.

Persons under the age of 18 or anyone who is not legally capacitated may not hold a Current Account. 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. Therefore, for the correct execution of payment orders, the customer or payment services user must provide The Bank with the customer account number or international bank account number (IBAN), depending on the payment operation to be carried out, with a view to identifying the payment account affected by the operation.

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 Holders which are covered by an instant access deposit contract will be deemed to be authorised when the Holders provide their consent either through the relevant request form or payment slip, or through the use of the payment instruments agreed between The Bank and the Holder for this purpose, within the limits and subject to the terms and conditions agreed in each case.

Consent may be given prior to the execution of the operation or subsequently.

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.

The Holder may withdraw their consent at any time prior to the date on which payment orders become irrevocable as established in article 37 of the Payment Services Act. If the payment order is received on a date agreed between the Holder and The Bank, the Holder may revoke said order up to the last working day prior to the agreed date at the very latest, in which case The Bank is authorised to charge any expenses or fees that have been agreed and/or incurred as a result of this revocation.

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.

Maximum timeframe for executing payment services

For payment operations made in Euro into a payment account, when both service providers are located in the European Union, the maximum timeframes for execution by The Bank shall be as follows:

- a) For operations initiated by the Holder: the next working day after the date on which the order is received, except for payment operations initiated on paper, which will be two (2) working days.

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- b) For payment operations in which the Holder is the beneficiary, immediately after having received the funds corresponding to the amount of the payment operation sent by the ordering party's service provider or Credit Entity.

For other payment operations into an account, the previous terms will not be applied; these operations will be executed as quickly as possible, depending on the entities involved as payment service providers or the currency market used for this purpose.

Notwithstanding the above, in payment operations within the EU, the term for execution shall not exceed four (4) working days from the moment the order is received. When a consumer pays cash into a payment account in the currency of said payment account, the amount deposited is available the moment the deposit takes place.

### INFORMATION ABOUT CHARGES, AND INTEREST AND EXCHANGE RATES

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 AND REQUIREMENTS FOR REFUNDS

The provisions outlined in this section will not be applicable to operations in which one of the payment service providers is outside the European Economic Area or if they are made in a currency other than those used in the European Economic Area.

#### The Bank's responsibility in the execution of payment operations

In the case of payment operations initiated by the Holder, The Bank will be responsible to the latter for the execution of the payment operation until the moment the amount is credited into the account held by the beneficiary's payment service provider. Once this amount has been credited, the beneficiary's payment service provider shall be responsible to the beneficiary for the correct execution of the payment operation.

In the case of non-executed or incorrectly executed payment operations, when The Bank is responsible in accordance with the provisions of the previous paragraph, the latter will refund the amount corresponding to the payment operation to the Holder without undue delay and, if applicable, will restore the account balance to the situation it would have been in if the faulty payment operation had not taken place.

When The Bank is responsible in accordance with the final sentence of the first paragraph in this section, as the payment service provider of the order beneficiary, it will immediately make the amount corresponding to the credited payment operation available to the Holder in the latter's account.

In the case of payment orders initiated by or through the Holder as the beneficiary, The Bank will be responsible for the correct transmission of the payment order to the ordering party's payment service provider. In these cases, when the operation is not executed or is carried out incorrectly, for reasons attributable to the latter, The Bank will immediately reiterate the payment order to the ordering party's service payment provider.

Furthermore, The Bank shall be responsible to the Holder for the management of the payment operation. Specifically, it will ensure that, once the amount corresponding to the payment operation has been credited to its account, said amount is available to the beneficiary as soon as it has been credited.

In the case of payment orders initiated by or through the Holder as the beneficiary in which, in accordance with the previous paragraphs, The Bank is not responsible, responsibility to the ordering party for non-executed or incorrectly executed payment orders shall fall to the ordering party's payment service provider.

In any case, for a payment operation proceeding from the Holder either as the ordering party or beneficiary which is not executed or which is executed incorrectly, the Holder shall endeavour to ascertain immediately, on request and regardless of its responsibility, the details pertaining to the payment operation and shall notify the Holder of the results.

#### Unauthorised or incorrectly executed payment orders

The Holder must inform The Bank without delay and as soon as they become aware of this situation if there has been an unauthorised payment operation or it has been executed incorrectly, so the Bank may rectify this matter. This notification must take place within a maximum of thirteen (13) months from the date the credit or debit took place.

Notwithstanding the above, the Holder will be liable, up to a maximum of 150 euros, for any losses derived from unauthorised payment operations resulting from the use of a lost or stolen payment instrument linked to the account. The Holder will also be liable for total losses resulting from unauthorised payment operations that are the consequence of their fraudulent action or the breach, either deliberately or through grave negligence, of one or several of the obligations indicated in the contract corresponding to the payment instrument used.

#### Requirements for the refund of payment operations initiated by or through a beneficiary

The Holder may request that The Bank refunds authorised payment operations that have been initiated by the beneficiary in a maximum timeframe of eight weeks from the date the funds were debited from their account, when the following conditions are fulfilled:

- (i) That, having previously authorised the payment order, the latter does not specify the exact amount of the payment operation
- (ii) That the amount of the payment operation exceeds the amount the Holder could reasonably have expected bearing in mind their previous patterns of spending, the conditions of this contract and the circumstances pertaining to the case.

The Holders and The Bank also agree that the former will not have the right to a refund (i) when they have given their consent for the payment order directly to The Bank, and (ii) whenever the latter or the beneficiary has provided or made available information about the future payment operation at least four weeks before the scheduled date.

### **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 and cancellation of the contract

The contract has an indefinite duration. However, the Holder may cancel it, without providing any justification, simply by withdrawing all funds existing in credit or paying any funds owing, and handing back to the Bank any documents that constitute the means of withdrawing funds.

#### 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:

- a) The staff at all branches of the Bank are available to the clientele to deal with any complaints or claims presented.

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- b) All branches of the Bank have a form for suggestions/complaints/claims which can be completed and left by the customer at the branch itself or sent by post (postage paid at destination) to the following address:

Dirección de Calidad  
\*Grupo Cooperativo Cajamar  
\*Apartado de Correos 250 – 04080

- c) Through the Bank's webpage (\*www.cajamar.es), using the 'Service and Quality / Complaints and Claims' section, customers can access a form to submit their suggestion, complaint or claim on line.

- d) In accordance with Order ECO/734/2004, of 11th March, has an internal, independent CUSTOMER SERVICE DEPARTMENT to deal with and resolve any complaints and claims presented by our customers with their legally recognised interests and rights derived either from contracts, regulations regarding transparency and customer protection, or good practices and financial uses.

Complaints or claims may be submitted:

By letter or using the complaints and claims form accessible through the Bank's webpage (\*www.cajamar.es), which the customer can hand in directly at any branch of the Bank or send to the following address:

SERVICIO DE ATENCIÓN AL CLIENTE  
\*Grupo Cooperativo Cajamar  
\*Apartado de Correos 250 – 04080

Through the e-mail address \*servicioatencionalcliente@grupocooperativocajamar.es. If using this channel, any documents presented must be able to be read, printed and saved, in accordance with the requirements of the Electronic Signature Act 59/2003, of 19th December.

- e) If the customer is not satisfied with the way in which the complaint or claim has been resolved by the Customer Service Department, they may write to the Bank of Spain's Claims Service regarding their disagreement
- f) Finally, in branches located in Autonomous Regions in which consumer legislation requires them, customers have Claims Sheets available for submission.

### Means of compensation

The Bank is affiliated to the Deposit Guarantee Fund under Credit Cooperatives (created by Royal Decree-Act 18/1982, of 24th September).