

General Terms and Conditions and Special Conditions of the Fidor Bank AG



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GENERAL TERMS AND CONDITIONS OF FIDOR BANK AG

Part A: Banking

Principles governing the relationship between the Customer and Bank

1 Scope and Changes to these General Terms and Special Conditions for Particular Business Relationships

Scope

These General Terms and Conditions ("GTC") apply to the entire business relationship between the Customer of Fidor Bank (hereinafter referred to as the "Bank" or "Fidor"). In addition, the special conditions that apply to each banking product (together the "Special Conditions") which contain deviations from, or amendments to, the GTCs will apply. If the Special Conditions contain something inconsistent with the GTC, the provisions in the Special Conditions shall prevail. The customer agrees to comply with the GTC and the Special Conditions when an account is opened with Fidor. Together the GTC and the Special Conditions form the Payment Services Framework Contract. If the Customer also maintains business relations with foreign branch offices, the Bank's lien (Section 14 of the GTC) also secures the claims of these foreign branch offices.

Payment services shall be governed additionally by the Payment Services Framework Contract. The Payment Services Framework Contract is based on § 675 f passage 2 German Civil Code and is accommodated to § 675 g passage 2 German Civil Code. In accordance with the German Civil Code, by entering into a business relationship with Fidor, the Customer is automatically protected by the Payment Services Framework Contract, which the Customer is not required to sign separately.

Changes

The Customer will be notified in writing by email (provided the Customer is able to save or print the changes in a legible form) of changes to the GTC and Special Conditions at least two months before those changes take place. The changes are deemed accepted if the Customer does not raise an objection in writing or via the agreed electronic means (e.g. email). The Bank shall explicitly draw the Customer's attention to this in its notice of the changes. The Customer must send any objection to the Bank within 6 weeks of being notified of the proposed changes. If the Customer objects to the proposed changes to the GTC or the Special Conditions within this period, the Customer may terminate the contractual relationship with the Bank in the normal course with a notice period of 14 days.

Please see Section 11 Costs of Banking Services of these GTC for information regarding changes in fees for services typically used on a long-term basis.

2 Banking confidentiality and disclosure of confidential information

Banking confidentiality

The Bank will keep confidential any customer-related information of which it has knowledge (banking confidentiality). The Bank may only disclose information about the Customer if:

- it is legally required to do so;
- if the Customer has consented to such disclosure; or
- if the Bank is authorised to disclose confidential information.

The Bank will only disclose confidential information to its own Customers and other credit institutions for their own purposes or those of their customers.

Confidential information

Confidential information includes general statements and comments regarding the Customer, the economic circumstances of the Customer, their creditworthiness and solvency, and information relating to the Customer's accounts with the Bank including statements on account balances, savings balances or other assets entrusted to the Bank as well as statements on the amount of loan drawdowns will not be provided.

3 Liability of the Bank; contributory negligence of the Customer

Principles of liability

The Bank shall be liable when fulfilling its obligations for any fault of its employees and any persons it calls upon to fulfill its obligations. If the Customer has contributed to the occurrence of a loss due to its own fault (e.g. by breaching the duties to cooperate listed in Section 10 of the GTC), the extent to which the Bank and Customer shall bear the loss will be governed by the principles of contributory negligence.

Disruption of Services

The Bank shall not be liable for any failure or delay in performance of any services set out in these GTCs or Special Conditions which is caused by circumstances beyond the reasonable control of the Bank.

Exclusion of warranty and liability

Fidor shall never assume any liability for or on behalf of any of its service partners which are obliged to and/or able to actually render the services for which the Customer opted and/or that they are obliged/able to enter into a contractual relationship with the Customer.

All information transmitted by Fidor to the Customer with respect of any offers provided by its partners shall be subject to availability. Fidor shall not assume any liability if its partners are unable to deliver or perform.

All services, particularly all internet-based services by Fidor, shall be subject to technical availability. Fidor explicitly points out to the Customer that, as a result of the characteristics related to the use of the internet, internet-based service offers may be temporarily restricted and/or even totally unavailable and that this unavailability (amongst many other reasons) may lead to a possible loss of data. Fidor's liability shall be restricted to damages caused by wilful or grossly negligent activities on the part of Fidor.

Fidor shall not assume any guarantee:

- as to the reliability and/or contract fulfilment of any of its partners.
- as to the quality and/or the usefulness of any of its partners' goods and/or services.
- that the supplies and/or services of any of its partners are free from any third party rights.

In no event shall Fidor be liable for damages resulting from the behaviour / misconduct and violation of the law in connection with the supplies and/or services rendered to the Customer by any of its partners, irrespective of the reason.

Any claim made for damages against Fidor by the Customer relating to compliance and, in connection with the services, relating to breach of duty for whatever legal reason, in particular with respect to impossibility, delay, breach of ancillary duties, poor services or other obligations arising in connection with the contractual relationship and tortious acts, shall be excluded.

This exclusion shall not apply in the case of any claim for damages resulting from any injury to life, body or health;
any claim for damages resulting from wilful or negligent breach of duty by Fidor, its legal representatives or vicarious agents;
any claim for other damages resulting from wilful or negligent breach of duty by Fidor, its legal representatives or vicarious agents; and
any claim for damages, resulting from a culpable breach of any of the main obligations by Fidor, its legal representatives or vicarious agents.

Any damages awarded shall be limited to damages typically foreseeable at the conclusion of the contract.

Fidor shall not assume any editorial or actual responsibility and/or liability in terms of contents, data and information made available to the Customer within the framework of the services provided. In particular, Fidor shall not assume any liability as to the truth of contents, or as to whether they comply with or serve a specific purpose. Any Customer providing contents, data and information within the framework of the services rendered by him, shall be considered as only acting on their own behalf and/or at their own account and not as vicarious agents of Fidor.

4 Set-off limitations of the Customer

The Customer shall only be entitled to offset his claims against Fidor under the condition that these claims have been recognized by Fidor and/or these claims have been determined without any further legal recourse in favour of the Customer.

5 Right of disposal upon the death of the Customer

Upon the death of the Customer, the Bank shall require the certificate of inheritance, last will, grant of probate or other documents necessary to clarify who is authorised to dispose of the relevant account under inheritance law. At the Bank's request all foreign language documents must be submitted in English or German translation. The Bank may view a person, who is designated therein as heir or probate administrator, as the entitled person, give that person access to the account and, in particular, to make payments to that person with the effect of closing the account. This does not apply if the Bank is aware that the person designated therein is not duly authorised (e.g. following challenge against or the nullification of the will), or if this is not known to the Bank due to negligence).

6 Applicable law

Applicability of German law

German law applies to the business relationship between the Customer and the Bank.

The place of performance, compliance and jurisdiction shall be Munich, to the extent that is legally permitted.

Account Management

7 Account statements for current accounts; Approval of debit entries resulting from direct debits

Issuance of account statements

Unless otherwise agreed, the Bank will issue an account statement at the end of each calendar quarter for current accounts.

The claims of both parties accrued in this period will be offset (including interest and bank charges). The Bank may charge interest on the balance arising from the settlement in accordance with Section 10 of the GTC or pursuant to other agreements concluded with the Customer.

Timing allowed for objections to account statements; approval by silence

The Customer must raise objections for incorrectness or incompleteness of an account statement no later than six weeks after its receipt. If the Customer asserts its objections in writing, then such objection must be sent to the Bank within the six-week period. Failure to make timely objections shall constitute approval. The Bank will provide particular notice regarding this outcome when it issues an account statement. The Customer may also request that the account statements be adjusted after the deadline, yet it must prove that its account was unduly debited or a credit due to it was not granted.

8 Correcting and adjusting entries made by the Bank

Before issuing the account statement

The Bank may reverse incorrect credit entries on current accounts (e.g. due to an incorrect account number) before the next account statement through a debit entry, insofar as it has a repayment claim against the Customer (reversal entry). The Customer may not argue against any debit entry where the Customer has already disposed of the credit amount.

After issuing the account statement

If the Bank determines that an incorrect credit entry was made after the account statement has been issued and the Bank has a repayment claim against the Customer, it will debit the account in the amount of its claim (adjusting entry). If the Customer objects to the adjusting entry, the Bank will credit the amount to the account once more and make its repayment claim separately.

Customer information; interest calculation

The Bank will inform the Customer promptly regarding reversal and adjusting entries. With respect to calculating interest, the Bank shall make the entry retrospectively and such calculations will be made from the day on which the incorrect entry was made.

9 Foreign currency transactions

Credit entries for foreign currency transactions with the Customer

If the Bank concludes a transaction (e.g. a forward exchange transaction) with the Customer under which it owes the provision of an amount in foreign currency, it shall discharge its foreign currency obligation by crediting the Customer's account in the respective currency, unless otherwise agreed between the parties.

Temporary limitation of performance by the Bank

The obligation of the Bank to execute an order to the debit of a foreign currency credit balance or to discharge a foreign currency obligation in accordance with this Section 9, shall be suspended to the extent and as long as the Bank cannot or can only restrictedly dispose of the currency in which the foreign currency credit balance or obligation is denominated due to politically-related activities or events in the country of relevant currency.

To the extent and as long as such measures or events continue, the Bank is not obligated to perform such an obligation at some other place outside the country of the relevant currency, in another currency (including euros) or by providing cash.

The Bank's obligation to execute an order to the debit of a foreign currency credit balance shall not be suspended if the Bank can execute it completely within its own organisation.

The above provisions do not affect the right of the Customer and the Bank to offset mutual claims due in the same currency against each other.

Exchange rates

The exchange rates for foreign currency transactions are derived from the "Personal Banking Pricing list".

Customer Responsibilities

10 Customer's duty to cooperate

Notification of changes

In order to settle business transactions properly, the Customer must promptly notify the Bank of changes to its name and address as well as the termination or amendment of any power of representation granted to the Bank (in particular, a power of attorney). Furthermore, other obligations to inform may arise, particularly in connection with the German Money Laundering Act.

This disclosure duty applies even if the power of attorney is registered in a public register (e.g. in the Commercial Register) and its termination or any amendments are entered in that register. In addition, extensive statutory notification obligations may exist, in particular, the German Money Laundering Act.

Any transmission of information by Fidor or the Customer shall either be made via email or any other form of communication as agreed by the parties.

Until the Customer's data has been updated, Fidor shall be entitled to use the Customer's currently available data for all contract-relevant processes without having to cross-check them, particularly data relating to communication with the Customer and the execution of the Customer's transactions.

Clarity of orders and credit transfers

Orders must contain all the necessary information in so that they can be carried out effectively. Orders that are not clearly worded may result in follow up questions which in turn may result in delays. Above all, when making an order, the Customer must ensure that its information, in particular, the Bank account number and sort code or IBAN and BIC and the specification of currency are accurate and complete. Amendments, confirmations or repetitions of orders must be designated as such.

Special reference to urgency of order or transfer execution

If the Customer believes that an order or a credit transfer requires particularly prompt execution, it must inform the Bank separately. If the order or transfer is given on a standard printed form, this must be expressed separately from the form.

Review of, and objections to notifications of the Bank

The Customer must promptly review any statements it receives, including but not limited to account statements, security transaction statements, deposit statements, investment income statements, other statements, notices of execution of orders as well as information on expected payments and consignments (advices) for accuracy and completeness and promptly raise any objections it has in respect of the information contained in such statements.

Notice from the Bank in case of non-receipt of notifications

The Customer must promptly notify the Bank if it does not receive periodic account statements. This duty to notify also exists if other notifications expected by the Customer (e.g. security transaction statements, account statements following customer orders and transfer execution, or payments that the Customer expects) are not received.

Costs of Banking Services

11 Interest, fees and expenses

Interest and fees for private banking

The amount of interest received and fees payable for the services which the Bank provides to customers are set out in the "Personal Banking Pricing list". The relevant statutory provisions shall apply to payment for any services not stated therein which are provided on occasion of a customer order or are believed to be in the assumed interests of the Customer and which may due to the given circumstances be expected to be provided only for payment, unless otherwise agreed.

Services provided free of charge

The Bank shall not charge a fee for services which it is required to provide by law or pursuant to an ancillary contractual obligation, or for services which it renders in its own interests, unless the charging of such a fee is allowed by law and it is charged pursuant to the statutory rules.

Changes in interest rates; Customer right of termination upon increase

Interest rates for loans with a variable interest rate may be changed based on the respective credit agreements with the Customer. The Bank will inform the Customer of any changes to interest rates as soon as possible. In the event of an increase, the Customer may terminate with immediate effect the credit agreement affected by the increase any time prior to the change coming into effect. If the Customer terminates, the increased interest and charges shall not be applied to the terminated credit agreement. The Bank will set a reasonable period of time for dissolving the relationship.

Changes in fees for services typically used on a long-term basis

The Customer shall be informed in writing of changes in fees for such services, which are typically used by the Customer on a long-term basis as part of the business relationship (e.g. accounting) no later than two months before such changes take effect. If the Customer has agreed with the Bank on electronic communication (e.g. online banking) as part of the business relationship, changes may also be announced in this manner. Customer's approval shall be deemed present if it has not indicated its disapproval before the proposed effective date of the change. The Bank shall specifically indicate to the Customer in its proposed changes that if the Customer does not dispute such change that they will be considered to

have accepted such changes. Where such changes are proposed to the Customer, it may immediately and without charge terminate the contract affected by the change by giving notice at any time before the proposed effective date of the change. The Bank shall specifically indicate to the Customer that it has this right of termination when it submits the proposed changes. If the Customer terminates the relationship, the altered fee(s) shall not be used as the basis for the terminated business relationship.

Reimbursement of expenses

The relevant statutory provisions govern any possible claims of the Bank for reimbursement of expenses.

Collateral for the Bank's Claims against the Customer

12 Providing or increasing collateral

Right of the Bank to request collateral

The Bank may require that bank security (collateral) be provided for any claims that may arise from the Banking relationship, even if such claims are conditional (e.g. reimbursement for amounts paid under a guarantee assumed for the Customer). If the Customer has assumed liabilities against the Bank from another customer of the Bank (e.g. as a surety), the Bank is entitled to require or increase security (collateral) arrangements regarding the debt resulting from the assumption of liability, first however after the debt becomes due.

Changes to risk

If the Bank, upon claims arising against the Customer, has initially dispensed in whole or in part with demanding that collateral be provided or increased, it may nonetheless make such a demand at a later time, if however circumstances occur or become known which justify a higher risk assessment with respect to the claims against the Customer. This may, in particular, be the case when the economic status of the Customer has changed or threatens to change for the worse or the value of the existing collateral has deteriorated or threatens to deteriorate. The Bank has no right to demand collateral, if it has been expressly agreed that the Customer either need not provide collateral or need only provide the individual collateral items which has been specified.

Deadline for provision or increase of collateral

The Bank shall set a reasonable deadline for the Customer to provide or increase collateral. If the Bank intends to assert its right of termination without notice in accordance with Section 17 of the GTC, if the Customer fails to comply with its duty to provide or increase collateral within the deadline, it will indicate this to the Customer prior to doing so.

13 Agreement on a lien in favour of the Bank

Agreement on the lien

The Customer and the Bank agree that the Bank shall acquire a lien on the Customer's monies and items which have come or will come into the possession of a domestic branch of the Bank in the course of banking business. The Bank shall also acquire a lien on any claims which the Customer has or may have against the Bank in the future arising from the Banking relationship (e.g. credit balances).

Secured claims

The lien serves to secure all existing, future and contingent claims arising from the Banking relationship which the Bank and all of its domestic and foreign branch offices are entitled to against the Customer. If the Customer has assumed a liability for the debts of another

customer of the Bank (e.g. as a surety), the lien secures the debt following from the assumption of liability, first however after the latter's maturity.

Exemptions from the lien

If funds or other assets lie at the disposal of the Bank with the proviso that they may only be used for a specific purpose (e.g. cash deposit for payment of a bill of exchange), the Bank's lien does not extend to these assets.

Interest and dividend coupons

If the Customer's accounts are subject to the Bank's lien, the Customer may not demand to receive the interest and dividend coupons pertaining to these Customer accounts.

14 Collateral interests in items for collection and discounted bills of exchange

Collateral pledge

The Bank acquires ownership by way of security of any cheques and bills of exchange deposited for collection at the time of their deposit. The Bank acquires absolute ownership of discounted bills of exchange at the time such items are purchased; if it redebits discounted bills of exchange back to the account, it retains the equitable lien (ownership) in these bills of exchanges.

Collateral assignment

The claims underlying the cheques and bills of exchange shall pass to the Bank when ownership is acquired in the cheques and bills of exchange; the claims also pass to the Bank if other items are deposited for collection (e.g. direct debit, documents of commercial trading).

Assigned collection documents

If collection documents are deposited with the Bank with the proviso that their equivalent value may only be used for a particular purpose, the collateral pledge and collateral assignment do not extend to these collection documents.

Secured claims of the Bank

The collateral pledge and collateral assignment serve to secure all claims that are due to the Bank against the Customer from its current accounts at the time collection documents are deposited or exist due to the redebiting of unpaid collection documents or discounted bills of exchange. At the Customer's request, the Bank shall retransfer to the Customer ownership by way of security to such items and the claims that have passed to the Bank, if it does not, as the time of such request, have any claims against the Customer that must be secured or it if does not permit the Customer to dispose of the equivalent value of such items prior to the final payment thereof.

15 Limitation of the claim and obligation to release

Cover limit

The Bank may exercise their right to demand provision or increase of collateral as long as the realizable value of all collateral items equals the total amount of all claims arising from the Banking relationship (cover limit).

Release

If the realizable value of all securities exceeds the cover limit more than temporarily, the Bank shall on request of the Customer release collateral items of its choice in the amount exceeding the cover limit; in selecting the collateral items to be released the Bank will consider the legitimate concerns of the Customer and any third party guarantor that has

provided collateral for the Customer's liabilities. In this context, the Bank is also obliged to execute customer orders relating to the items subject to the lien (e.g. sale of securities, repayment of savings balances).

Special arrangements

If another assessment criteria other than the realizable value, another cover limit or another limit for the release of collateral items have been agreed for a specific collateral item, those other criteria or limits shall control.

16 Realisation of collateral items

Right of election of the Bank

If the Bank wishes to realize a collateral item, the Bank has the discretion to choose from various collateral items. When selecting the collateral item to be realised, the Bank will take into consideration the legitimate concerns of the Customer and any third party who has provided collateral for the Customer's liabilities.

Proceeds credit entry under sales tax law (VAT)

If the realization procedure is subject to sales tax, the Bank shall issue the Customer a credit note for the proceeds, which shall serve as an invoice for delivery of the item serving as collateral and meet the requirements of sales tax law.

Termination

17 Termination rights of the Customer

Right to terminate at any time

The Customer can terminate the entire business relationship or individual business relationships, for which neither a term nor a contrary termination provision has been agreed, at any time without notice.

Termination for good cause

If a term or a contrary termination provision is agreed for a business relationship, termination without notice may only be declared if there is a good cause ("wichtiger Grund") which makes it unreasonable for the Customer to continue the business relationship taking into consideration the Bank's legitimate concerns.

Statutory termination rights

Statutory termination rights remain unaffected.

18 Termination rights of the Bank

Termination with notice

The Bank may terminate the entire business relationship or individual business relationships, for which neither a term nor a contrary termination provision has been agreed upon, at any time subject to a reasonable notice period. The Bank will take the legitimate concerns of the Customer into consideration when determining the notice period. The notice period is at least two months for termination of current accounts.

Termination for cause without notice

The entire business relationship or individual business relationships may be terminated if good cause ("wichtiger Grund") exists making continuation unreasonable to the Bank even after taking into consideration the legitimate interests of the Customer. The following will be considered good cause ("wichtiger Grund") for terminating without notice:

-when the Customer has made incorrect statements about its financial situation that were of considerable importance to the Bank's decisions to grant credit or other transactions associated with risk for the Bank (e.g. delivery of a payment card); or
-if there has been a substantial deterioration in the Customer's financial circumstances; or
-the value of collateral is threatened thereby jeopardizing repayment of the loan or discharge of any other obligation towards the Bank - also under realization of the collateral securing such a loan or obligation to the Bank; or

-if the Customer does not meet its obligation to provide or increase collateral in accordance with Section 12, para. 2 of the GTC; or

-the Customer does not remedy the breach based on another agreement within a reasonable time set by the Bank.

If a good cause ("wichtiger Grund") is found in the breach of a contractual obligation, termination is permitted only after the expiry of reasonable grace period set to remedy the breach or after a failed warning, unless this is made unnecessary by the specific circumstances of the individual case (§ 323, paras. 2 and 3 of the German Civil Code).

Good cause

Examples of what the Bank considers to be good cause ("wichtiger Grund") for an extraordinary termination by the Bank include circumstances where:

an individual Customer has registered various times for the provision of our services, but the data provided by the Customer during the registration process was inaccurate;
the email address provided by the Customer does not permit sending of emails to this address;
the Customer requests the deletion of his data;
the Customer continuously and/or seriously violates other contractual obligations and, as a consequence thereof, the continuation of the contract is unacceptable to Fidor;
the mobile phone number indicated by the Customer does not belong to the Customer;
the Customer closes his reference account for the Fidor Smart Current Account and fails to indicate a new reference account; and
the credit balance on the Customer's Fidor Smart Current Account has been seized by the authorities or any other third party.

If the reason for termination is due to the breach of a contractual obligation, termination shall be only admissible following a reasonable period of time for remedy without result or after the provision of an unsuccessful reminder, unless the foregoing measures can be waived because of the special features of a particular case (Section 323 Paragraphs 2 and 3 of the German Civil Code).

If Fidor terminates the contract by extraordinary notice, the Customer shall lose – with immediate effect and without any compensation – his entitlement to the bonuses credited to him within the framework of the services provided. In the case of Fidor's extraordinary termination as a result of wilful, punishable offences on the part of the Customer with respect to the bonus credit entries, the Customer shall also be obliged to return to Fidor any of the already paid and/or in any other manner utilized bonuses.

Save for the points already mentioned, the legal rights of termination shall remain unaffected.

At the time the contract is terminated, Fidor shall be entitled to deactivate the Customer's access to the services and permanently delete any data transmitted by the Customer to Fidor (and vice-versa). Fidor shall be obliged to delete this data unless the data is still required for

accounting or verification purposes and/or for compliance with any legal obligations on the part of Fidor.

Protection of Deposits

19 Deposit Protection Fund

Scope of Protection

The Bank is a member of the deposit protection fund of German banks (*Entschädigungseinrichtung deutscher Banken GmbH*) (the "Deposit Protection Fund"). The Deposit Protection Fund covers all liabilities recognised in the balance sheet as "due to customers", in addition to all types of deposits, primarily demand, fixed-term and savings deposits, including registered savings certificates and Investment Certificates. The scope is set out in § 4 and § 5 of the Deposit Guarantee and Investor Compensation Act (EAEG). The deposit protection limit per Creditor is currently € 100,000.

The equivalent of the protection limit of € 100,000 in Pound Sterling is determined by the market exchange rate between GBP and Euro at the time the event takes place. For more details regarding the indicative exchange rate, please refer to our "Personal Banking Pricing list".

20 Alternative dispute resolution for consumer

In case of disputes, private customers may file complaints for the following regarding payment services and electronic money:

1. related to payment transactions via payment service providers, e.g. the execution and credit of transfers, direct debits and card payments, as well as consumer loans and disputes
2. between Customers (who are regarded as consumers as meant by § 13 of the German Civil Code (BGB)) and the credit institutions arising from application of provisions of the German Civil Code concerning distance contracts for financial services, including related disputes arising from application of § 676h BGB, the Customer may turn to the arbitration board established at the Deutsche Bundesbank.

However, only Consumers may raise complaints about distance contracts for financial services and consumer loans.

Distance contracts for insurance are not within the remit of the arbitration board. These shall be settled by the arbitration board established at the Federal Financial Supervisory Authority.

21 Amendments to offers provided by partners, technical amendments

Within the framework of the services provided, Fidor reserves the right to be able to change and/or exclude existing partners and/or to integrate new partners at any time. As a result of using the services, the Customer shall not be entitled to derive a right to claim that any offers by Fidor and/or individual parts thereof be maintained.

Fidor reserves the right to change technical and/or commercial modalities of the services at any time, provided this does not result in any change of the main contractual obligations.

22 Severance

If any individual provisions of this contract, particularly in these GTC, are or become ineffective in whole or in part, the validity of the remaining provisions or parts of the provisions of this contract and/or these GTC shall remain unaffected. The invalid provision

shall be replaced by the corresponding legal provision and/or – in the event that such legal provision does not exist – by a provision which Fidor and the Customer would have both agreed to had they known about the invalidity of the relevant provision. The same shall apply with regard to the filling of any loopholes.

23 Out of court dispute resolution and other means of complaint

Customers may have any disputes with the Bank resolved by the German private banks' Conciliation Board (Schlichtungsstelle). Where disputes concerning a payment services contract (section 675F of the German civil code [Bürgerliches Gesetzbuch- BGB]) are involved, customers who are not consumers also may request a resolution by the German private banks' Conciliation Board. Further details are contained in the "Rules Of Procedure For The Settlement Of Customer Complaints" in the German Private Commercial Banking Sector², which are available on request or can be downloaded from the Internet at www.Germanbanks.org. Complaints should be addressed in writing to the Kundenbeschwerdestelle (Customer Complaints Office) at the Bundesverband deutscher Banken (Association of German Banks), Postfach 04 03 07, 10062 Berlin.

In addition, customers may make complaints at any time in writing or orally on the record to the German Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Strasse 108, 53117 Bonn and Lurgiallee 12, 60439 Frankfurt, about breaches by the bank of the chairman payment services supervision act (Zahlungsdiensteaufsichtsgesetz- ZAG, Section 675C -676C of the German Civil Code (Bürgerliches Gesetzbuch- BGB) or Article 248 the Act introduced in the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuch- EGBGB).]

Special Conditions for Accessing the Fidor Bank AG via Electronic Media

The online banking service offered by Fidor ("Online Banking") is based on the following special conditions for access via electronic media. Fidor reserves the right to change these special conditions in accordance with Section 1 of the General Terms and Conditions ("GTC").

1 Offer of services

- 1.1 The Customer may carry out banking transactions and retrieve information from the Bank via Online Banking to the extent that is offered by the Bank;
- 1.1 The Customer may also retrieve information from the Bank by contacting the Bank's customer service via email at hello@fidorbank.uk or over the telephone by contacting the Bank's customer service at +44(0)3-333361284.
- 1.2 Customers and their authorised representatives are uniformly referred to as "Customer" herein. Fidor Smart current accounts and other accounts that permit payment transactions to be carried out via electronic media, are referred to hereinafter uniformly as "Account".

2 Prerequisites for the use of electronic media

In order to conduct banking transactions via Online Banking, the Customer needs personalised security features and authentication tools that are agreed with the Bank so that he/she may use them to verify their identity as an authorised Customer (see Section 3) and authorise orders (see Section 4). It is also necessary to have internet access in order to use Online Banking. Internet access is not provided by the Bank.

2.1 Personalised security features

2.1.1 Personalised security features include:

- the username (registered email address);
- personal password;
- single-use authorisation code; and
- the personal identification number of a Customer ("Personal Code").

2.1.2 The Personal Code is available to private customers for account management over the telephone.

2.2 Authentication tools

2.2.1 An authentication tool serves as a receiver (e.g. mobile phone) that is suitable to receive the single-use authorisation code via text messages (SMS).

2.2.2 The receiver required for the single-use authorisation code process consists of a corresponding device and the SIM card of a mobile network operator. The Customer is asked to register his or her mobile phone number during the account opening process. This registered mobile phone number will be used in the single-use authorisation code process. If an Online Banking transaction or activity requires authorisation via a single-use authorisation code, the Customer will receive a text message (SMS) on the registered mobile phone number from the Bank containing a single-use authorisation code along with a description of how to use the single-use authorisation code to

authorise the transaction. The particular single-use authorisation code can only be used to authorise this particular corresponding banking transaction or activity. A single-use authorisation code can no longer be used once it has been submitted to the Bank as a form of authorisation by the Customer. An unused single-use authorisation code becomes invalid fifteen minutes after it has been sent.

3 Access via electronic media

The Customer will be able to access Online Banking once he/she has entered their individual username (registered email address) and password. In unique cases specified by the Bank, the Customer may also have to enter a unique single-use authorisation code or Personal Code.

4 Online banking orders

4.1 The Customer must authorise the validity of Online Banking orders using the single-use authorisation code procedures (e.g. transfers from Fidor Smart current account to another account). For processes that require a single-use authorisation code to be entered, the single-use authorisation code must be submitted to the Bank. A single-use authorisation code can no longer be used once it has been submitted to the Bank. The Customer is obliged after the issuance of payment orders or any other orders to promptly verify that the Bank has accepted the order. The note provided in the transaction summary acts as an order confirmation.

4.2 The Customer should verify all recipient data that it provides, in particular, the recipient sort code and account number. Incorrect information may result in misallocations of payment orders and as a consequence bring about loss for the Customer.

4.3 An Online Banking order can be cancelled (revoked) depending on the special conditions applicable to the respective type of order. Orders cannot be cancelled using Online Banking unless the Bank expressly provides that this is possible. Further information relating to cancelling orders can be found in Section 1.5 of the Special conditions for domestic and international transfers.

5 Bank's processing of Online Banking orders

5.1 Online banking orders shall be processed as part of the ordinary flow of work on the business days published for the settlement of the respective type of orders (e.g. transfer) [on the Bank's Online Banking website or the Personal Banking Pricing list. If the order is received after the acceptance deadline given on the Bank's Online Banking website or set out in the Bank's "Personal Banking Pricing list" or if the time of receipt does not fall on a business day pursuant to the Bank's "Personal Banking Pricing list", the order shall be deemed as received on the following business day, at which point the processing of that order shall begin. See further details regarding the timing requirements for orders in the Personal Banking Pricing list.

5.2 The Bank will execute the order if the following execution conditions are satisfied:

- The Customer has verified its identity using its personalised security features;
- The Customer has authorised the respective type of order;
- The data required for the Online Banking order is provided in the correct format; and
- The special terms and conditions relevant to the execution of the respective order type are fulfilled.

If the execution conditions set out in this Section 5.2 have been met, the Bank shall execute the Online Banking order in accordance with the standards in the Special Conditions applicable to the respective type of order (e.g. Special conditions for domestic and international transfers).

- 5.3 If the execution conditions set out under Section 5.2 are not met, the Bank will not execute the Online Banking order and will notify the Customer that the order has not been executed via the Online Banking service, and insofar as possible, provide the Customer with its reasons for rejecting the order and information on how to rectify the errors that led to the rejection of the order.

6 Information regarding Online Banking orders

- 6.1 The Bank shall inform the customer in the transaction summary about the sums transacted by means of the electronic communication channels set out in Section 1 of these special conditions.
- 6.2 The Customer may print its transaction summary over the Internet. When online account statements are unavailable, the Customer will receive the account statements [via email] or mail.

7 Customer's responsibilities regarding safety of their personal security features

- 7.1 Technical connection to Online Banking
The Customer is responsible for creating the technical connection to Online Banking via the electronic communication channels (e.g. internet addresses, phone number, email address).
- 7.2 Safety of the Customer's system
The Customer must before accessing Online Banking ensure that the standard security measures (such as anti-virus program and firewall) are installed on the system used to access Online Banking ("Customer System"). The Customer must also ensure that these are updated regularly, just as the system and application software must be updated regularly. Customers may find examples of customary security measures on the Bank's website.
- 7.3 Confidentiality of the Customer's personalised security features and secure storage of authentication tools.
It is the Customer's responsibility to keep their personal security features and authentication tool safe in order to help prevent fraud and protect their access to Online Banking. To ensure this the Customer must:
- maintain strict confidentiality with respect to its personalised security features (see Section 2.1) and transmit these to the Bank only over the electronic communication channels agreed with the Bank,
 - safeguard the authentication tool (see Section 2.2) from access by third parties. This applies in particular to the Personal Code. This is because anyone that is in possession of the authentication tool can misuse the Online Banking system in conjunction with any associated personalised security features.
 - ensure the personalised security features are not stored electronically (e.g. on the Customer System);
 - take reasonable precautions to ensure that no one is able to hear or see their personalised security features when entering them;
 - not enter the personalised security features on any internet sites other than those agreed upon (e.g. not over online merchant sites);

- not distribute their personalised security features outside the Online Banking system, for example, via email;
- not store the account number and the password together with the authentication tool;
- not use the device with which a single-use authorisation code is received (e.g. mobile phone) for Online Banking at the same time (see Section 4.1).
- not respond to an email (or use any links contained in such an email) asking for their security details, even if it looks like the email is from the Bank.
- not enter a single-use authorisation code or Personal Code on a login page to anything purporting to be the Bank's Online Banking.

7.4 Confirmation of order details

If the Bank displays to the Customer details of their Online Banking order (e.g. amount, account number of the payment recipient) in the Customer System or through another device of the Customer (e.g. mobile phone), the Customer is obliged to authorise the order in advance (e.g. entering the single-use authorisation code) to ensure that the details being displayed are correct. If the displayed details do not match, the process must be stopped and the Bank informed promptly.

8 Customer Reporting Obligations

8.1 Blocking request

8.1.1 If the Customer determines or suspects that:

- the authentication tool has been lost or stolen, or that it has been used fraudulently; or
 - its personal security features have been used without their authorisation,
- the Customer must immediately inform the Bank and request its account to be blocked (Blocking Request). The Customer may make a Blocking Request at any time by calling the Bank on +44(0)3-333361284.

8.1.2 The Customer shall promptly inform the police of any theft or misuse.

8.2 Notification regarding unauthorised or incorrectly executed orders

The Customer must promptly notify the Bank upon discovery of any unauthorised or incorrectly executed order. Further information is set out in Section 1.9 of the Special Conditions for domestic and international transfers.

9 Blocking

9.1 Blocking at the request of the Customer

At the request of the Customer, and in particular where a Blocking Request has been made under Section 8.1, the Bank shall block:

- the Banking-access designated by the Customer for that Customer or all Customers (if necessary); or
- the Customer's authentication tool.

9.2 The Bank's ability to block

9.2.1 The Bank may block a Customer's Online Banking access when:

- it has the right to terminate the entire business relationship with the Customer for good cause ("wichtiger Grund") (e.g. legal or regulatory provisions). See section 18 of the GTC;
- the Bank reasonably believes that the security of the authentication tool or the personalised security features have been compromised; or
- there is suspicion of unauthorised or fraudulent use on the Account.

9.2.2 The Bank will inform the Customer via mail, email, telephone or Online Banking as soon as possible, following the block, stating the reasons for the block.

9.3 Lifting the block

The Bank will lift a block or replace the personalised security feature or the authentication tool if the reasons for the block no longer exist. The Bank shall inform the Customer of this promptly. The Customer may only apply to have a Blocking Request that it has requested lifted by mail or over the phone after successfully verifying their identity.

10 Liability

The Customer and the Bank's liability for unauthorised Online Banking transactions and for Online Banking orders that have not been executed or incorrectly executed is governed by the special conditions applicable to the relevant type of order.

Terms for Communication

11 Forms of communication

Fidor offers its services without its own network of branch offices. Orders and other communications (e.g. general enquiries or cancellations of transfers from the Customer's Fidor Smart current account) may be processed by email, phone, or mail only if Online Banking becomes unavailable.

The Customer must pay the respectively applicable transmission fees for using Online Banking. The Bank is entitled to extend or restrict these communication channels or impose additional conditions on them. The Customer will be informed of any changes to these conditions in accordance with Section 1 of the GTC.

12 Password

The Customer will create a personal password. This password may be changed at any time. A new password can only be set by the Bank in writing. The Customer must take steps to ensure that unauthorised third parties do not become aware of the password. The password may only be used in relation to the Customer's Accounts and only when using the telephone number registered for the telephone service. If there are indications that the password has become accessible to unauthorised third parties, the Customer must terminate the Account or change the password promptly.

13 Rules for special forms of communication

Making inquiries or managing account by phone

The Customer may call the Bank on +44(0)3-333361284 to making inquiries or to manage his/her account by telephone.

Placing an order via the Internet

Fidor can be reached through Online Banking at the internet address www.fidorbank.uk. Please refer to the special conditions for accessing the Fidor Bank AG via Electronic Media for further details on how to place orders over the internet.

14 Order Processing

The Customer must issue all orders completely and clearly and in particular must provide all information relevant to executing its orders as set out in the special conditions relating to the relevant transfer order. The Bank shall process the customer orders issued over the existing communication channels within the context of its normal banking workflow.

To avoid misunderstandings, the Customer must ensure after issuing the transfer order that it was executed by the Bank in a proper and timely manner (e.g. Online Banking inquiry, e-mail confirmation, account statement or other confirmations).

15 Liability

If the Customer is not at fault, the Bank shall bear the losses incurred by the Customer from transmission errors, misunderstandings or errors in handling orders. For further information please see the GTC and the special conditions relating to the specific product or service.

16 Recording telephone calls

The Bank may record and store all customer telephone calls for internal quality assurance.

Agreement on use of the message box (electronic mailbox)

1. The message box as electronic mailbox

Within the context of the business relationship between the Fidor Bank and the customer, the electronic mailbox (hereinafter referred to as message box) is a channel through which the bank provides customers “electronic mail” concerning their Fidor Smart Current Account. Electronic notifications are legally-binding, account-related financial documents (e.g. account statements, annual tax documents, etc.) or legally-binding notices (e.g. concerning changes/amendments to the general terms and conditions) necessary for the continuing business relationship. Electronic mail also includes so-called special offers (e.g. additional information about Fidor Bank products or those of their partners).

This means that customers can view, download, print and archive electronic documents online. Documents which are required by law to be provided in written form are excluded from delivery to the electronic mailbox. Fidor Bank reserves the right to continue development of the content and the functionality of the message box at any time. Fidor Bank is also entitled to limit its message box service offering, in whole or in parts, to specific usage and identification access. Fidor Bank is also authorised to modify the message box to comply with altered legal requirements, i.e. changing the document format in the future or implementing new IT security procedures, etc. Fidor Bank will inform the customer of any significant changes in a timely manner. Depending on the type of account or the user status, all documents, messages—and special offers, if desired—associated with the customer’s Fidor Smart Current Account will be delivered/available to view in their message box after registering with Fidor Bank. The Fidor Bank message box is divided into three individual mailboxes. In the first mailbox, the customer receives their bank documents, such as account statements, for example. Electronic financial documents are currently provided in the “portable document format” (PDF).

The customer receives general bank information in the second mailbox and, if they have agreed to this, the customer receives special Fidor Bank offers in the third mailbox. In both of these cases, the customer receives these notifications in HTML format in the message box.

2. Transmitting bank documents

Fidor Bank provides its customers with, for example, account statements and notifications which concern business correspondence, electronically as files.

Electronic bank documents (e.g. account statements) are created as read-only PDF files. The customer receives their bank documents in their personal mailbox. If there are new documents or information in the message box, the customer receives a notification immediately after logging in.

The customer may view the desired bank document as a PDF in DIN A4 format by merely clicking on it.

A current version of Adobe Acrobat Reader or other software for the display of PDF files is required.

The customer receives other bank information, e.g. amendments and changes to the general terms and conditions, in the second mailbox.

3. Special offers

Special offers are received in the third mailbox. In order to see these special offers, the customer must have explicitly agreed to this previously.

4. Information about electronic bank documents

By downloading or opening a document from the message box (e.g. an account statement), the customer confirms receipt of this document to Fidor Bank.

When the customer refreshes the view or logs in again with their login data, the respective bank document (e.g. an account statement) is marked as confirmed/read.

Opening bank documents is important because you, as our bank customer, should always know what happens with your account. This way you also ensure that transactions which you have not initiated and have been executed without your authorisation are brought to your attention immediately.

Bank documents that are not opened within 360 days will be automatically archived.

Additionally, after reading them, you may save your bank documents in the archive provided.

Fidor Bank reminds their customers that the bank documents provided cannot be deleted.

5. Waiver of paper account statements

When setting up the message box, the customer is waiving postal delivery of the documents. With the use of the message box as a mailbox, Fidor Bank is still authorised to send the documents deposited there by post if legal regulations make it necessary or for other reasons (e.g. temporary malfunction of the message box). However, Fidor Bank expressly inform their customers that the circumstances mentioned above are exceptions and not normal situations.

Fidor Bank is happy to provide customers with duplicates of bank documents in paper form at the customer's own cost upon request. The fees for copies are available in the currently applicable price/bonus list of Fidor Bank (<https://www.fidorbank.uk/document-center/documents#pricelist>).

6. Obligations of the customer

The customer should check the message box regularly—at least once monthly—for new documents. The customer should check the documents delivered for accuracy and completeness. Complaints must be brought to the attention of Fidor Bank immediately in any event, within six weeks of receipt with the reason for the complaint in writing.

The customer is required to notify Fidor Bank immediately if he/she is not receiving bank documents.

7. Immutability of data/liability

Fidor Bank guarantees the immutability of the data in the message box should be limited to box 1 and 2, provided the data is saved or stored within the message box. Fidor Bank assumes no liability for documents saved, stored or circulated outside the message box.

8. Storage of documents

Fidor Bank stores the customers' documents in their message box for 12 months, or until termination of the business relationship with Fidor Bank, online. At the end of the 12-month period, legally binding documents in the message box, such as account statements, are automatically archived.

Bank documents are provided to the customer in PDF format. These may be saved locally on the customer's own computer and printed, if necessary, on a connected printer, but they may not be deleted. Fidor Bank is entitled to change the storage period. The bank will inform the customer of the change in a timely manner.

Fidor Bank provides the customer with a total storage space of 20 MB in the message box for storage of their bank documents free of charge. Fidor Bank is authorised to change the amount of the storage space or offer additional storage space in the future for a specified fee.

The customer may delete HTML documents such as bank information or special offers (third mailbox) at any time.

9. Receipt

Bank documents are considered received on the day they are delivered to the electronic mailbox.

Special Terms and Conditions regarding the Fidor Smart Current Account

1 General

The Fidor Smart Current Account permits the Customer to make transfers from a Fidor Customer to another Fidor Customer, domestic transfers, SEPA transfers and transfers to issue a Fidor Savings Bond. In addition, the Customer will receive interest on his Fidor Smart Current Account's credit balance. His credit balance is carried as a deposit and is therefore subject to Deposit Protection.

Depending on the Customer's identification status, there may be some restrictions as to the functionalities of his Fidor Smart Current Account. Unrestricted use of a Fidor Smart Current Account is, however, possible as soon as the Customer fully completes the necessary identification procedure.

2 Customer group/registration/access

Only individuals of at least 18 years of age are currently permitted to register for the Fidor Smart Current Account.

The Fidor Smart Current Account is only available for consumers, i.e. individuals that enter into legal transactions which have neither a commercial purpose nor can be attributed to their self-employed professional activities. For companies, the Fidor Smart Business Accounts are available.

The fact that the Customer has filled in the online application for a Fidor Smart Current Account does not mean that a contract has actually been concluded. Fidor shall be entitled to reject applications without having to provide any reasons. There is no obligation on the Bank to open a Fidor Smart Current Account for the Customer.

Each Customer may only register and/or be registered for one single Fidor Smart Current Account. This Fidor Smart Current Account may only be used on behalf of and for the account of the registered Customer.

Change of mobile phone number:

If a Customer requests to change his mobile phone number, he or she has to complete the following steps:

The Customer has to log into in his/her Fidor Smart Current Account. Afterwards the Customer has to click on the Profile tab. Under Profile Settings, the Customer can then navigate to view his/her "Contract & Login Information" and request to change his/her mobile phone number by clicking on "change mobile phone number". After the Customer has filled in the new phone number, the Customer will be prompted to enter his/ her Personal Code for verifying the change request.

Access to the services and, consequently, any communication with Fidor in connection with the services that it provides is only possible through Fidor's website and only via web browsers running on internet-capable devices via email. Other access procedures are not supported. As soon as the Customer's access to the services is activated, any communication between Fidor and the Customer in connection with the services (including publications, announcements, statements and confirmations of transactions) shall be exclusively in electronic form through Fidor's website and/or email. This includes any communication in connection with any transactions and credit balances on the Fidor Smart Current Account. Customers will not receive any statements in respect of the services in the form of additional hard copies unless Fidor is required by law to do so.

A mobile phone number is needed for the registration of a Fidor Smart Current Account, in addition to other Community registration requirement (particularly for the transfer of single-use authorisation code so as to be able to confirm transactions by a security code). Furthermore, the Customer has to complete an identification procedure via Experian or via any other legally recognized legitimisation procedure.

3 Subject matter of the contract/services

Currently, the Fidor Smart Current Account is managed on the basis of the pound and pence, the nominal value of which corresponds to the respective value the pound and pence currency have in the United Kingdom.

Fidor will currently manage your Fidor Smart Current Account free of charge.

After logging into their Fidor Smart Current Account on Fidor's website, the Customer may check their account balance and the transactions that have been made through their Fidor Smart Current Account. The Customer may execute transactions in accordance with the applicable terms and conditions of Fidor Smart Current Accounts at any time.

Within the framework of his Fidor Smart Current Account and in accordance with technical availability, the Customer may print out the balance of his Fidor Smart Current Account as well as a current overview of his transactions at any time.

The Customer should provide all instructions relating to the Fidor Smart Current Account through the Fidor website. Instructions by the Customer via email, phone or post are only accepted if:

- a) access to the internet is unavailable;
- b) the Customer has any general questions relating to the Fidor Smart Current Account; and/or
- c) the Fidor Smart Current Account has been revoked.

For questions, requests and claims, Fidor has set up a Customer Service centre, which can be accessed via different channels (e.g. email, phone, etc.) between 8:00 am and 6:00 pm on banking days. The relevant contact details are displayed on Fidor's website. To the extent that it is legally permitted, the Customer herewith expressly waives his right to receive any of Fidor's statements by post. Nevertheless, Fidor reserves the right to send the Customer all or part of the Bank's information and announcements by post or through other communication channels according to the Bank's equitable discretion (Section 315 BGB, German Civil Code), provided the Customer has provided this information to Fidor.

In-coming Transfer

After opening a Fidor Smart Current Account, the Customer shall be entitled to make payments into his/her Fidor Smart Current Account at any time. Currently, the faster payments services (**FPS**) bank transfer is the only permissible payment procedure. Within the framework of its risk management, Fidor shall be entitled to admit further transfer options, to change them and/or to stop offering existing transfer options at any time. As long as incoming transfers have not been received by the Bank, Fidor shall not be liable for the money paid in.

4 Transactions

Currently, the Customer has to confirm each transaction on his Fidor Smart Current Account via single-use authorisation code. After the transaction data has been entered and confirmed by the Customer, Fidor will send an single-use authorisation code to the telephone number indicated by the Customer. If the transaction is not carried out by the Customer within a period of 15 minutes by confirming its release with the single-use authorisation code

provided and/or if the transaction is confirmed by an incorrect single-use authorisation code, this single-use authorisation code will become invalid. If the Customer enters an incorrect single-use authorisation code three times in succession, the Customer shall be entitled to request a new single-use authorisation code.

Upon the authorisation of a transaction, the Customer transfers his claim to Fidor to make the payment of the transaction-related amount to the beneficiary of the transaction. In respect of Fidor, the payee becomes the owner of the amount to be transferred.

Once a transaction on the Customer's Fidor Smart Current Account has been authorised by the Customer, the Customer shall be unable to reverse the transaction.

Any transaction fees payable by the Customer for individual transactions shall be determined according to Fidor's currently applicable Personal Banking Pricing list which can be viewed on Fidor's website in the form of a PDF and printed out by the Customer at any time (details of transaction fees and charges are set out in detail under Section 12 of the GTC).

If any transaction fails because the data provided by the Customer was incorrect, winding-up fees (if any) in accordance with Fidor's applicable Personal Banking Pricing list may be charged.

Due to security reasons, limits per transaction as well as a daily limit for transaction amounts are set up. For the respectively applicable limits please refer to Fidor's currently applicable Personal Banking Pricing list.

The Customer shall be entitled to use the available credit balance on his Fidor Smart Current Account displayed in the account status of his Fidor Smart Current Account for his transactions.

Currently, it is not possible to execute transactions if the credit balance available on the Fidor Smart Current Account is below the amount of the corresponding transaction plus the relevant transaction fee payable pursuant to the Personal Banking Pricing list. This shall not apply in the event of disbursements to the Customer's reference account (redemption).

5 Individual transactions

Instant Transfer to Friends:

The Customer shall be entitled to send money from his Fidor Smart Current Account to another Fidor Smart Current Account holder by indicating the relevant account holder's mobile phone number, email address or Fidor Community nickname and/or Fidor ID and/or Fidor Account name. Fidor shall provide a different identification tag for each money transfer. The recipient of the money does not necessarily have to be a Fidor Customer. A recipient that is not yet a holder of a Fidor Smart Current Account must, however, be registered to apply for a Fidor Smart Current Account pursuant to Section 1 of these Special Terms and Conditions. As long as the recipient of the money has not registered for a Fidor Smart Current Account, the transfer of the money is tagged in the sender's Fidor Smart Current Account for a period of 14 days (a so-called "unconfirmed transaction"). The Customer may withdraw his consent to sending the money to the recipient within this 14 day period. Transactions in connection with this amount are blocked by Fidor until the corresponding Fidor Smart Current Account has been released. Recipients who are not holders of a Fidor Smart Current Account are informed by email and/or via text – in accordance with the sender's money order – and requested to open a Fidor Smart Current Account with Fidor. Until the activation of his new Fidor Smart Current Account, the recipient of the money shall not be entitled to the amount of money sent to him. If, after a period of 14 days, the recipient's registration of a Fidor Smart Current Account with Fidor has not taken place, the

amount to be sent will be returned to the sender's Fidor Smart Current Account. Once the transaction has been confirmed, however, the sender shall not be entitled to have the money returned to him and the sender's transaction fees pursuant to the currently applicable Personal Banking Pricing list shall fall due.

In the case of sending money we would like to draw our Customer's attention that as far as out-going transactions are concerned, information of the recipient, IBAN and payment details, in addition to any further legally required data shall be made on the account statement. In the case of incoming transactions, the name of the sender and the payment details, in addition to any further legally required data shall be made on the account statement. If our Customers wish to send money, the following information will be included on the account statement: mobile phone number, an email address, Twitter name, Fidor ID, or a Fidor Community nickname.

6 Password/secretcy

If orders for transactions are transmitted to Fidor by using an incorrect single-use authorisation code three times in succession, this single-use authorisation code will become invalid.

Fidor will block access to a Fidor Smart Current Account if misuse of the Fidor Smart Current Account is suspected. Fidor will inform the Customer by email where this is the case.

Fidor will process the transaction orders on Fidor Smart Current Accounts in the ordinary course of its business. Fidor will verify the legitimisation of the Fidor Smart Current Account holder. If there are any discrepancies resulting from this verification, Fidor will not process the corresponding order and immediately notify the Customer by providing the relevant information on his Fidor Smart Current Account.

If Fidor detects any errors, Fidor shall tag the incorrect data and provide it to the Customer without any delay. Fidor shall be entitled to exclude such incorrect data from further processing if an orderly execution of the order cannot be ensured.

If the Customer becomes aware that unauthorised entities have obtained confidential information to access his Fidor Smart Current Account or that his Fidor Smart Current Account has been used without authorisation, he shall be obliged to immediately inform Fidor of this in writing and – to the extent possible – change his access data with immediate effect. Should the latter be impossible, Fidor will – immediately after receipt and acknowledgement of the corresponding information - block the access to the Customer's Fidor Smart Current Account during its normal business hours. Fidor shall be entitled to block the access to the Customer's Fidor Smart Current Account at any time if Fidor detects unauthorised use of an account or if the Customer expressly requests Fidor to do so by making a blocking request in accordance with Section 9 of the Special Conditions for Accessing the Fidor Bank AG via Electronic Media. If Fidor blocks an account without the Customer's knowledge, the Customer will be immediately informed that this is the case.

7 Liability with respect to the Fidor Smart Current Account

The Customer shall be liable for any unauthorised use of his Fidor Smart Current Account if the Customer enabled such unauthorised use with his/her behaviour and is guilty of negligence. The Customer shall be obliged to immediately inform Fidor if he has good reasons to suspect that there is any misuse in connection with his Fidor Smart Current Account.

In the case of immediate notification, the Customer shall only be liable for debit transactions up until the receipt of his notification, but the Customer shall not be liable for no more than £

50.00. The limitation of this amount of liability shall not apply if he intentionally or in gross negligence caused the unauthorised use by a third party.

If the Customer fails to notify the Bank in due time he shall be liable for all the damages that could have been avoided had the Customer not delayed in making the notification in due time.

If the Customer's identification or legitimisation instruments are lost and/or if they become known to third persons and/or if wrongful use is suspected, the Customer shall be obliged to immediately request to have access to his Fidor Smart Current Account blocked by Fidor.

The Customer is not obliged to reimburse for any losses suffered by the Bank, if the Customer was unable to deliver the blocking request because the Bank did not ensure that the blocking request could be received and the loss resulted as a consequence.

Once the Customer has informed Fidor that his access needs to be blocked, Fidor shall be liable for any damages arising as a result of not observing the Customer's request to block his account in accordance with Section 8 of the Special Conditions for Accessing the Fidor Bank AG via Electronic Media.

The liability for losses incurred shall be limited to the amount of the agreed transaction limit for the relevant period.

8 Termination of the contract

This contract between Fidor and the Customer shall be concluded for an indefinite period of time. It shall begin with the registration for the provision of services.

The right of both parties to termination for cause shall remain unaffected.

Fidor shall be entitled to ordinarily terminate the contract at the end of a month by providing two weeks written notice. If the termination is on the part of Fidor, the bonus-generated credit balance as well as the credit balance on the Customer's Fidor Smart Current Account shall be transferred free of charge to any account indicated by the Customer until the time the contract is ended, irrespective of the amount involved.

Special conditions for domestic & international transfers

1 The following conditions apply when Customers execute international & domestic transfers:

1.1 Key features of the international & domestic transfers

The Customer may instruct the Bank to make an international (transfers outside of the United Kingdom in currencies other than Sterling) or a domestic transfer (transfers within the United Kingdom in Sterling) of sums of money to specified recipients via online banking or telephone. With respect to international transfers, the specified recipient shall receive the transfer in the official currency of the respective country or in the currency of the receiving account. The Bank reserves the right to determine the range of currencies available for international transfers. For an up-to-date list of the currencies which the Bank offers please see the "Personal Banking Pricing list".

1.2 Identification of the recipient

The transfer procedure requires that the Customer provide the identification details of the transfer recipient, such as the sort code and account number for domestic transfers or IBAN and BIC for international transfers and/or details regarding the transfer recipient's payment service provider. The information required for the execution of the transfer may be found in Section 1.12.

1.3 Transfer order and authorisation

(1) The Customer shall provide to the Bank the information required for a transfer order as outlined in Section 1.12 using a bank-approved online banking transfer form. The Customer is responsible for the completeness and accuracy of the information it provides. Incomplete or incorrect information may result in delays and/or transfers being misdirected, which may lead to losses for the Customer. The Bank may refuse to execute the transaction if it receives incomplete or incorrect information (see Section 1.7).

(2) The Customer authorises the transfer order by submitting a single-use authorisation code online. The single-use authorisation code is sent to the Customer's registered mobile phone number by the Bank. After the Customer has received the single-use authorisation code from the Bank on his/her mobile phone, the Customer must enter the single-use authorisation code in the appropriate field offered in the online banking form to authorise the execution of the transfer order.

1.4 Receipt of Customer's transfer order by the Bank

(1) The Customer's transfer order instruction takes effect when it is received and confirmed by the Bank. The receipt is considered to have occurred when the transfer order is received by the Bank's online banking server.

(2) If the point in time of receipt of a transfer order pursuant to Section 1.4 (1) is not on a banking day as indicated in the "Personal Banking Pricing list", the transfer order is deemed to have been received on the following banking day.

1.5 Revocation of a transfer order

(1) Once a transfer order has been received by the Bank in accordance with Section 1.4, the Customer may no longer revoke it. The Customer may revoke the transfer order prior to the transfer order being received by the Bank by informing the Bank in writing, via any electronic communication channel or by telephone as agreed upon as part of the business relationship (e.g. online banking).

(2) If the Bank and the Customer have agreed on a specific date to carry out a domestic transfer (see Section 2.1.2, (2)), the Customer may revoke the transfer by the

end of the Bank's last banking day before the transfer date agreed. Standing orders or scheduled transfers are not currently offered for international transfers

(3) A transfer order may only be revoked after such times as stated in Section 1.5 (1) and Section 1.5 (2) if the Customer and the Bank have agreed to such revocation. This agreement becomes effective when the Bank is able to stop execution or recover the amount of the transfer.

1.6 Execution of transfer orders

(1) The Bank shall execute a Customer's transfer order if:

- the information required for such transfer is provided in accordance with Section 1.12; and
- the Customer authorises the transfer order in accordance with Section 1.3; and
- there are sufficient funds in the Customer's Account.

(2) The Bank and other payment service providers involved in carrying out a transfer order may execute the transfer solely by use of the transfer recipient's identification details provided by the Customer (see Section 1.2).

(3) The Customer has access to information of transfer orders via online banking. Additionally, the Bank shall inform the Customer of the execution of his/her transfer orders at least once a quarter via email and if this is not possible by mail.

1.7 Refusal to execute a transfer order

(1) If the conditions for the execution of a transfer order (see Sect. 1.6, (1)) are not fulfilled, the Bank may refuse to carry out the transfer order. The Bank shall inform the Customer as soon as possible if this is the case. In the case of domestic transfers the Bank will notify the Customer within one banking day. The Bank may also provide this notification by email if this is the agreed method of communication for the account. When doing so the Bank shall, if possible, state the reasons for the refusal and how the errors that led to the refusal may be corrected.

(2) If the Bank is unable to identify the intended recipient for any reason the Bank will refund the Customer's Fidor Smart Current Account with the amount of the intended transfer order.

(3) For international transfers that cannot be credited to the payment recipient and is therefore refunded to the Customer, the exchange rate valid on the date upon which the payment is refunded to the Customer shall apply.

1.8 Transmission of transfer data

When carrying out a transfer order, the Bank shall transmit the details contained in the transfer order (Transfer Data) to the payment service provider of the payment recipient either directly or through intermediary institutions. The payment service provider of the transfer recipient may make available to the recipient in full or in part the Transfer Data, which includes the payer's account number or International Bank Account Number (IBAN).

1.9 Notification of unauthorised or incorrectly executed transfers

The Customer shall inform the Bank promptly upon discovery that a transfer order was unauthorised or carried out incorrectly and further details are set out in Section 7 of the GTC.

1.10 Fees

1.10.1 Fees for domestic transfers

Domestic transfers are free of charge.

1.10.2 Fees for transfers to European Economic Area (EEA) countries in Euros

The transfer fees are set out in the "Personal Banking Pricing list."

1.11 Exchange rate

(1) If the Customer issues a transfer order in a currency other than the account currency, the account shall nevertheless be debited in the account currency. The Bank shall inform its Customers that with respect to transfers to foreign countries, exchange rates fluctuate and the Bank has no influence over these fluctuations.

(2) An **indicative** exchange rate will be communicated to the Customer when entering and placing the order. The determination of the exchange rate for foreign currency transactions can be taken from the "Personal Banking Pricing list".

(3) The effective exchange rate can be found in the transaction details of each transfer order that involves a foreign exchange of currency.

1.12 Minimum and maximum transaction limits for transfer orders

(1) The minimum amount for transfers using Online Banking from the Customer's Fidor Smart Current Account are as follows for:

- Domestic transfers: there is no minimum transaction limit.
- International transfers: £1.00 (or the equivalent value in the respective foreign currency).

(2) The maximum amount for both international and domestic transfers from the Customer's Fidor Smart Current Account are as follows:

- Online Banking:
£25,000 (or the equivalent value in the respective foreign currency for international transfers) per transaction.
The maximum daily limit is £25,000 (or the equivalent value in the respective foreign currency for international transfers).

(4) The minimum and maximum amounts are subject to change at the Bank's discretion. Such changes will be communicated to the Customers in accordance with Section 1 of the GTC.

1.13 Reporting obligations under German Foreign Trade Law

The Customer must comply with the reporting obligations under German foreign trade law. Please see the following link for further information regarding the Customer's reporting obligations: <http://www.bmwi.de/BMWi/Redaktion/PDF/A/awg-englisch.property=pdf.bereich=bm>.

1.14 Information required to make a transfer

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

- Name of the transfer recipient,
- Sort code of the payment service provider of the transfer recipient and account number of the transfer recipient or
- International Bank Account Number (IBAN) of the payment recipient and Bank Identification Code (BIC) of the payment service provider of the payment recipient,
- Currency (if necessary in abbreviated form according to Appendix 1),
- Transfer amount,
- Customer's name,

- Bank account number and bank code or IBAN of the Customer.

1.15 Customer's right to refund and damages

1.15.1 Liability of the Bank for unauthorised transfers

If a transfer is unauthorised (see Section 1.3(2)), the Bank shall have no claim against the Customer for reimbursement of its expenses. The Bank must refund the unauthorised transfer amount to the Customer promptly and, if the amount has been debited from an account held by the Customer.

1.15.2 Liability for unexecuted or incorrectly executed transfers

- The Bank shall not be liable for any fault of intermediary institutions. The Bank's liability is limited to dutifully selecting and instructing the first intermediary institution (forwarded order) where necessary.
- The Bank's liability for damages incurred as a result of an unexecuted or incorrectly executed transfer is limited to a maximum of EUR12,500 per such transfer. The equivalent of this limit of EUR 12,500 in Pound Sterling is determined by the market exchange rate between GBP and Euro at the time the event takes place. For more details regarding the indicative exchange rate, please refer to our "Personal Banking Pricing list". The Bank is not liable if it did not act with deliberate intent or gross negligence or with respect to risks which the Bank has assumed as an exception.

1.15.3 Liability disclaimer

(1) Any liability of the Bank in respect of unauthorised transfers and damages is precluded

- if the Bank proves to the Customer that the full amount of the transfer was received by the payment service provider of the payment recipient in due time or
- if the transfer was executed using the unique identifier of the payment recipient that was provided by the Customer but was in fact incorrect. However, the Customer may request that the Bank make reasonable efforts to recover the transfer amount in this case. The Bank shall levy the charge set out in the "Personal Banking Pricing list" for such recovery.

(2) The Customer does not have a claim in respect of unauthorised transfers, nor may it object against the Bank for failure to execute a transfer or incorrect execution of transfers or unauthorised transfers, if the Customer does not inform the Bank of such errors within a period of 13 months after the unauthorised or incorrectly executed transfer has been debited from the Customer's accounts. This period shall start only once the Bank has informed the Customer about the debit entry for the transfer via the agreed account information channel or no later than one month after the debit entry was made. In all other cases, the period shall commence on the date on which the Customer is informed of the error. The Customer may also assert claims for damages in respect of unauthorised transfers after the 13 month period if it was prevented, through no fault of its own, from complying with this period.

(3) The Customer does not have a claim if the circumstances justifying a claim are based on an exceptional and unforeseeable event over which the Bank has no influence and whose consequences could not have been avoided even through the exercise of due diligence or were brought about by the Bank as a result of a statutory obligation.

(If the Customer has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the Bank and the Customer shall bear the loss or damage.)

1.16 Maximum transfer execution period

1.16.1 For domestic transfers the Bank must ensure that the transfer amount is received by the payment service provider of the payment recipient at latest as follows:

--Transfer In GBP

Online banking transfer order	maximum 2 banking day
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1.16.2 Start of the execution time limit

(1) The transfer execution period shall start when the Bank receives the Customer's transfer order (see Section 1.4).

(2) If the Bank and the Customer agree that the execution of a transfer should begin on a certain date or at the end of a certain period or on the date on which the Customer has provided the Bank with the funds in the currency of the order necessary for execution, the date indicated in the transfer order or otherwise agreed shall determine when the execution period begins. If the agreed date is not a banking day, the execution period shall begin on the following banking day. The banking days are set out in the "Personal Banking Pricing list".

1.16.3 International transfers will be executed as soon as possible.

1.17 Customer's right to refund and damages

1.17.1 Refund for non-execution or incorrect execution of authorised transfers

(1) If an authorised transfer is not executed or executed incorrectly, the Customer may request the full and prompt refund of the amount of the transfer by the Bank to the extent that the payment was not made or made incorrectly. If the amount has been debited from the Customer's account, the Bank shall restore the balance of this account to the amount it would have been if the debiting for the non-executed or incorrectly executed payment transaction had not occurred. If the Bank or any intermediary institutions have deducted fees from the transfer amount, the Bank shall remit the amount deducted in favour of the payment recipient promptly.

(2) In addition to Section 2.2.1 (1), the Customer may demand that the Bank refund any fees and interest to the extent that these were charged against the Customer or debited to the Customer's account in connection with the non-execution or incorrect execution of the transfer.

(3) If incorrect execution is the result of the payment service of the payment recipient's provider not receiving the transfer until after expiration of the transfer execution time as given in Section 2.1.1 (delay), the Customer shall have no right to any refund as given in paragraphs 1 and 2. If the Customer has incurred any loss or damage due to the delay, the Bank is liable under Sections 1.13 and 2.3.

(4) If a transfer was not executed or executed incorrectly, the Bank shall, at the Customer's request, reconstruct the processing of the payment and inform the Customer of its findings.

1.18 Damages

If an authorised transfer is not executed or is executed incorrectly or if a transfer is unauthorised, the Customer may demand that the Bank provide it compensation for

any loss or damage not covered by Sections 1.13.1 and 2.1.2. This shall not apply if the Bank did not cause the breach of duty. The Bank is liable in this context for any fault of an intermediary institution to the same extent as for its own fault, unless the main cause of the loss or damage lies with an intermediary institution specified by the Customer.

1.19 Availability of International Transfers

The Bank cannot guarantee Customers that it can permanently offer international transfers. In particular, circumstances may arise with the Bank's partners means that the Bank is no longer able to continue to provide such services. The Bank may at any time expand or reduce the existing forms of executing a payment transaction and will inform the Customer of such changes as soon as possible.

Special Terms and Conditions regarding the investment of Savings Bond

In addition to these Special Terms and Conditions, the GTC for Fidor Bank AG (referred to as "Fidor" and the "Bank") shall apply to the legal relationship between the Customer and Fidor. The GTC can be downloaded in PDF form from Fidor's website: www.fidorbank.uk.

1 General

The Investment Certificates are made out in the name of the customer (the "Creditor". They are registered bonds pursuant to Section 808 BGB (German Civil Code). The minimum nominal value of Fidor Bank Investment Certificates is £100. Investment Certificates are only valid if they have been signed by a person authorised on behalf of Fidor. The Investment Certificate must state the date of issue, Fidor's identification number and/or account number, Fidor Bank's Investment Certificate identification number, the term and the investment amount.

Savings Bonds are investments in the form of savings for a fixed term at a fixed interest rate. The interest rate depends on the agreed term of the relevant Investment Certificate. The date of maturity is agreed with the Customer when they open their Investment Certificate account. During the term of the Investment Certificate, no amendments can be made to the agreed maturity, no additional payments can be made and no transactions can be made with other existing Investment Certificate accounts. Currently, a minimum deposit of £100 is required which must be made when opening an Investment Certificate account. If the customer wishes to deposit additional funds they would need to open a new Investment Certificate account. The maximum investment amount is £100,000 for each Investment Certificate. In principle, the unwinding of an Investment Certificate account before its maturity is not possible.

Fidor issues Investment Certificates to its Customers, registered in the Customers' name. These certificates serve as fixed-rate investment of a determined amount of money over a determined period of time. Fidor delivers the original Investment Certificate to the Customer. Upon the conclusion of an Investment Certificate Agreement the following services are covered: the issuing of an Investment Certificate, account management, initial deposit of the principal, crediting of accrued interest, payment of accrued interest when due, preparation of tax and other certificates to the extent required pursuant to legal requirements [in Germany].

These Investment Certificates serve as cash investments. They do not provide the functions of a payment service account. Investment Certificates are exclusively managed on a credit-balance basis and are not used for general payment transactions. This means that credit transfers to Investment Certificates are precluded and it is not possible to send direct debits from Investment Certificates.

Investment Certificates are only issued to individuals who are at least 18 years of age and are managed under the Customer's own account. Fidor will only issue Investment Certificates to persons acting on their own behalf and in their own economic interest, i.e. not on behalf of a third party (including trustees).

2 Opening and management of an account

Only retail customers holding a Fidor Smart Current account are entitled to the Investment Certificate. The Customer may create his Investment Certificate by accessing his/her Fidor Smart Current Account online, choosing the type of Investment Certificate and confirming the amount to deposit into his Investment Certificate via single-use authorisation code. If the Customer is not a Fidor Smart Current Account holder, he or she has to complete the account opening process. The Customer shall be entitled to create his Investment Certificate

online according to the maturity and investment amount he decides to opt for. The Customer may request an Investment Certificate in the form of a PDF file to print-out.

The Investment Certificate issued by Fidor will indicate the name of the certificate holder and the investment amount, the date on which the investment is made, its maturity and the agreed annual interest.

The new Customer will receive confirmation by email within three days of the Investment Certificate being created. The confirmation shall contain the following information:

- a) the time of the investment;
- b) the investment amount; and
- c) the term; and
- d) the rate of interest.

Investment amount:

Once the contract for the Investment Certificate has been entered into, the investment amount shall be paid in the form of a one-off payment and directly debited from the credit balance of the Investment Certificate holder's Fidor Smart Current Account. A prerequisite for the purchase of an Investment Certificate is that there are sufficient funds on the Customer's Fidor Smart Current Account and that the desired investment amount is available on the Customer's Fidor Smart Current Account.

3 Deposits / transactions:

In relation to new customers, the investment amount will only be taken from the Customer's Fidor Smart Current Account once the identification procedure has been completed. The term of the Investment Certificate will commence on the date on which the issue of the certificate is agreed. Usually, Investment Certificates are issued one business day after the deposit is paid. During this period of time, the investment amount in the Customer's Fidor Smart Current Account is held as a 'marked transaction' and is not available for other transactions. When the deposit is actually paid, the available credit balance on the Fidor Smart Current Account will be reduced by the amount stated on the Investment Certificate. In relation to new customers, if the identification procedure has not yet been concluded, this date will be postponed until the Customer is informed by email that he is now entitled to open an Investment Certificate account. In principle, mortgaging will be possible upon request. Investment Certificates will only be sent to the Customer if the credit balance is successfully debited from the Customer's Fidor Smart Current Account and/or if the Investment Certificate's deposit was taken successfully.

Holders of Investment Certificates can view the details of their Investment Certificates online at any time by accessing their Fidor Smart Current Accounts.

4 Information about your cancellation rights

Cancellation rights

You may cancel your application to open an Investment Certificate without specifying any reason within 14 days of making a written application to this effect, provided that notice of cancellation is given in writing (e.g. by letter, fax, e-mail). The 14-day period begins when the Investment Certificate account is opened, but shall be no earlier than the execution of the contract and no earlier than the performance of our duties to provide information pursuant to Article 246 b Section 2 in connection with Section 1 paragraph 1 and 2 EGBGB (Introductory Act to the German Civil Code) and our duties pursuant to Section 312i paragraph 1 sentence 1 BGB German Civil Code) in connection with article 246 b EGBGB. Following receipt of the written application, cancellation will be deemed to take effect as long as the cancellation is dispatched within the 14 day period. The cancellation should be sent to:

Addressee of the cancellation

Fidor Bank AG
Sandstraße 33
80335 München, Germany
Telefax: 089 / 189 085 199
E-Mail: hello@fidorbank.uk

Consequences of cancellation

In the case of an effective cancellation, the services received by both parties shall be returned and any derived benefits (e.g. interest) shall be surrendered. If you are unable to return or surrender to us the services and benefits (e.g. benefits from use) rendered to you in full or in part, or if they are returned but are in a deteriorated condition, you shall be obliged to provide equivalent compensation to us. This may mean that you nevertheless have to fulfil your contractual payment obligations for the period up to the cancellation. Obligations relating to the refund of payments must be satisfied within 30 days. For you this period starts with the dispatch of your declaration of cancellation. For us, this period commences with receipt of the declaration.

Special notes:

You will no longer have cancellation rights if the contract has been performed in full by both parties at your express request before you have exercised your right of cancellation.

End of the cancellation policy

5 Term, special right of termination, maturity

The minimum term is 3 months and the maximum term is 3 years. Fidor reserves the right to expand or limit the term of Investment Certificates at any time. An Investment Certificate which has already been finalised shall be valid until its respective agreed term. For any new contractual agreements, the maturities and conditions set forth in the Personal Banking Pricing list shall always apply.

During their term (other than during the 14 day cancellation period), Investment Certificates may not be cancelled. In the case of the death of the account holder, a special right of termination shall be granted provided that the heirs complete the appropriate identification procedure.

Before the end of the term, a reinvestment offer will be sent to the Investment Certificate holder. The Investment Certificate holder can either accept this reinvestment offer or issue instructions to unwind their Investment Certificate. After the completion of the contractually agreed term, the full credit balance will automatically fall due for payment and be transferred to the customer's Fidor Smart Current Account, unless Fidor has been instructed otherwise. If an Investment Certificate is reinvested, a new Investment Certificate will be issued in accordance with the terms and conditions accepted by the Customer.

The Bank is only obliged to perform if the Investment Certificate is presented.

The Investment Certificate holder shall receive information by email approximately fourteen days before the maturity date of the Investment Certificate. The Investment Certificate is redeemed on its maturity date and the investment amount including interest, taking into account any relevant tax provisions, will be paid out automatically to the Customer's Fidor Smart Current Account on the banking day following maturity of the Investment Certificate.

6 Interest rate

The agreed interest rate shall be applicable throughout the overall agreed term and is not subject to any modification. The interest rate applicable to each Investment Certificate shall be calculated by referring to an interest rate from a publically available source as at the date of the Bank's receipt of the fully completed application form. Upon the acceptance of the application form, the Customer is informed of the interest rate applicable on the day he submitted his application and the successful debit of the investment amount from the Customer's Fidor Smart Current Account. Interest will be credited to the capital – by observing the applicable tax regulations – only upon maturity. Fidor reserves the right to introduce additional interest payment dates. The currently applicable interest rate on credit balances and the interest payment dates for the various Investment Certificate variants are published in Fidor Bank's Personal Banking Pricing list.

Investment Certificates will bear interest from the first day of their term. They will not bear interest on the last day of the term. For the calculation of interest, calendar days are taken into account (day-count convention, see also Conditions regarding Deposits www.fidorbank.uk). This shall not apply if the services are executed pursuant to Section 193 BGB (German Civil Code), i.e. because of their maturity falling on a non-banking day, capital or interest can only be paid on the next business day (banking day). In this case the Customer will receive the credit entry of his cash investment on the subsequent banking day.

7 Fees

Investment Certificates are managed without charging any account management fees. Fidor shall be entitled, however, to charge fees for additional services. These services are set out in Fidor's Personal Banking Pricing list, accessible on www.fidorbank.uk.

If the Customer makes use of one of the services set forth under Fidor's Personal Banking Pricing list, the fee for that service as listed at that point in time shall apply. For services not listed in the Schedule but which are provided according to the instructions of the Customer or according to instructions which are believed to be in their interest and which can, according to the given circumstances, only be expected to be performed in exchange for appropriate remuneration, the legally applicable provisions shall apply. Any services which are provided by the Bank due to a contractually agreed secondary obligation or the performances of which are in the Bank's own interest, will be charged by the Bank only if permitted by law. In this case, the fee shall be charged in accordance with the legal provisions.

Any other relevant charges for Fidor's services are listed on Fidor's Personal Banking Pricing list or, as the case may be, can be provided upon request (e.g. mortgaging or pledging of credit balances in connection with Investment Certificates). Fidor's currently applicable Personal Banking Pricing list is accessible on www.fidorbank.uk.

8 Agreement on the right of pledge to the benefit of Fidor

The account holder and Fidor agree that Fidor shall be entitled to a right of pledge on the credit balance, including all interest arising from the Investment Certificate. The right of pledge shall serve to secure all existing, future and contingent claims arising from the usual banking relationship against the account holder and to which Fidor is entitled now and in the future (for example: credit balance on account).

Secured claims:

The right of pledge shall serve to secure all existing, future and contingent claims against the Customer arising from the usual banking relationship and to which Fidor is entitled. If the Customer has assumed liability for another Customer's obligations towards Fidor (for example as a surety) the right of pledge shall secure the debt resulting from the liability incurred, but only after the maturity of the debt.

9 Restriction on assignment or pledge to third parties

The Investment Certificate may not be assigned or pledged to third parties.

10 Right of disposal upon the death of the Customer

Upon the death of the account holder, his heir/heirs shall be entitled to inherit or to terminate the Investment Certificate Agreement. If the holder's heir/heirs agree to terminate the Investment Certificate Agreement, an early termination fee in the amount of 25% of the agreed deposit rate for the remaining term of the Agreement with respect to the total amount shall accrue.

11 Capital Gains tax and other possible deductions under public law

Interest accruing in connection with the possession of an Investment Certificate is considered to be income and in principle is liable to tax. In the event that the Customer has any questions, he should contact his competent tax authority and/or his tax consultant for advice. This will be particularly important if the Customer is liable to tax outside of Germany. Personal expenses (e.g. for phone calls, postage) shall be borne by the Customer personally.

Special Terms & Conditions for Fidor Apps

Preamble

1. The following Special Terms & Conditions apply to all contracts between customer/user and Fidor Bank AG (Fidor Bank), relating to the use of our services via mobile application (smartphones with Android operating systems "Android Apps") and Smartphone with iOS operating system ("iOS Apps"), subsequently referred to jointly as "Fidor Apps".
2. Other agreements which modify these special terms & conditions in whole or in parts, are only valid if they are made in writing by the parties.
3. Fidor Bank reserves the right to amend these terms & conditions, which after the expiration of the following opposition period will be part of the contract with the customer/user. The customer/user is entitled to a right of objection of six weeks, starting from the date of notification of the amendment.
4. These special terms & conditions for Fidor Apps are related to the terms and conditions of Fidor Bank AG and the privacy policies of Fidor Bank AG (Privacy Policy). By downloading and using these Apps you agree to the terms of use.

At this point, we would like to point out that there are functional differences between the different smartphone operating systems. As such we can not and do not guarantee the same functionality across the different platforms.

Benefits of the Apps

The „Fidor App“ represents a Fidor App that offers customers the opportunity to view their account balance (available amount) and account transactions.

Fidor Bank AG reserves the right, in particular for technical and/or legal reasons (for example: blocking access to the community, account with existing garnishment, etc.), not to permit access to the App.

Amendment and termination of the service

1. Fidor Bank reserves the right to change or improve Fidor Apps at any time, eg. to develop them further and improve the quality. Therefore, it is possible that functions of the App deviate from what is listed on the website.
2. In addition, Fidor Bank reserves the right to temporarily or permanently discontinue the Fidor Apps without informing each user individually. If this occurs, appropriate information will be provided on the homepage www.fidorbank.uk for a period of 2 months.

Availability

1. The customer/user of the App is not entitled to a permanent and uninterrupted availability of Fidor Apps. However, Fidor Bank endeavors to ensure the highest possible availability and always deals with any incidents as quickly as possible.
2. Fidor Bank is not able to ensure that the existing Fidor Apps work permanently, uninterrupted or error-free. For some periods it can occur that certain characteristics, parts or contents of the Apps are not available (this applies to both scheduled and unscheduled periods) or that the apps will be modified. In these cases, the Fidor Apps will not be available or will if necessary be cancelled by Fidor Bank without notifying you.
3. It is your responsibility to ensure that your mobile device complies with all the necessary technical requirements to use the Apps, and is compatible with the Apps. You are responsible for all fees and costs arising from the use of your mobile device in connection with our Apps, including network usage and fees and your wireless service provider.

4. It may be possible that all functions of the Apps are not always available for the customers/users.

Copyright

1. All contents, information, pictures, videos, databases and computer programs published on the pages of Fidor Bank are protected by copyright and are property of Fidor Bank and its subsidiary FidorTecS AG.
2. Every use exceeding the normal usage of the Fidor Apps, especially private and commercial reproduction, modification, distribution or storage of information or data, especially of texts, parts of texts, image and film material, requires the prior written permission of Fidor Bank. This also applies to the inclusion into electronic databases and reproduction on CD-ROM, DVD etc. Private and / or commercial reproduction, modification, distribution or other misuse of computer programs is not allowed. By downloading or receiving the source code of a computer program the customer/user does not purchase ownership rights. No copyright or other neighboring rights will be transferred. If the service and/or activity is stopped, the user is obliged to delete the provided source code of a computer program without delay. Moreover, the legal limits resulting from copyright and other applicable statutory provisions apply.

Unauthorised use

1. Unless expressly granted in these terms of use, you are not authorized
 - a) to publish, distribute or transfer the Fidor Apps on your own;
 - b) to copy or record the Fidor Apps, unless in accordance with these terms & condition, and besides this within the scope of the ordinary use of your browser or mobile device;
 - c) to save the Fidor app on a server or any other medium of storage that is connected to a network. To build a database based on data systematically or periodically extracted from the App;
 - d) remove content of the Fidor Apps or to amend or bypass security measures or to intervene in the smooth functioning of Fidor Apps or the server on which the apps are hosted.
 - e) to link the Fidor Apps from other websites without our prior written consent;
 - f) do anything else that is not expressly permitted by the Terms of Use.
2. You may use the FidorApps only for lawful purposes (in compliance with all applicable laws and regulations) and in a responsible manner and not in a way that could hurt our name or reputation or that of one of our affiliated companies.
3. All rights admitted by these terms & conditions expire immediately if you breach any provision of the terms of use.

Liability

1. The Liability of Fidor Bank as a provider of Fidor Apps, and their representatives or assistants for damages, in particular due to default, non-performance, defective performance or tort is limited to breach of essential contractual obligations, in which fulfilment could reasonably be expected. The disclaimer does not apply to intent and gross negligence.
2. Fidor is only liable for foreseeable damages. The Liability for indirect damages, especially consequential damages, unforeseeable damages or untypical damages as well as lost profits is excluded. The same applies to the result of labor disputes, accidental damage and force majeure.
3. At this point the Fidor Bank alerts its customers that only the transaction history (account statement) from the Fidor Smart Account is legally binding, but not the display of any of the Fidor Apps.
4. Fidor excludes any liability due to technical or other disturbances.
5. The above mentioned liability limitations apply to all contractual and non-contractual claims.

6. The use of Fidor Apps is dependent on third-party services (especially telecommunications providers). Fidor assumes no liability for their availability.
7. We can change the format and content of the Fidor Apps from time to time. You agree that your download and your use, as well as your access to the Apps is based on "as seen" and "as available" basis as well as at your own risk.
8. Although we try to ensure that all information contained in the Fidor Apps (except for user-generated content) are correct, they are not to be intended to serve as a reliable instruction or advice. You should contact us or the appropriate source of information before making any actions as a result of this information.
9. Fidor Bank assumes no warranty or assurance related to the accuracy, completeness, timeliness, accuracy, reliability, integrity, quality, fitness for purpose or authenticity of any content of the Fidor Apps. To the extent permitted by applicable law, all implied warranties, conditions or other terms are excluded.
10. We cannot assume any guarantee that the Fidor Apps are free of viruses and/or do not contain malicious codes or destructive elements.
11. Our liability for negligent injury to life, limb or health as well as for fraudulent misrepresentation or other legally not limited- or excludable liability towards you is neither restricted nor excluded.

Liability for defects

1. If costs occur to the user due to incomplete or defective performance of Fidor Bank, the customer/user has to indicate this immediately after notice.
2. If Fidor Bank is liable due to a timely complaint, Fidor Bank has to deliver the required performance in case of incomplete performance and in cases of poor performance at its own choice either repair or deliver a replacement.

Data privacy

With regards to data protection, Fidor Bank refers to the separate Privacy Policy, which can be seen by the customer during the login process and which the customer has to confirm first. By using one or more Fidor Apps the customer/user agrees to the Privacy Policy automatically.

Final provision

1. Jurisdiction shall be Munich. The laws of the Federal Republic of Germany shall apply.
2. If any provision of these Terms & Conditions is wholly or partly ineffective, the remaining provisions shall remain unaffected. The respective legal provisions shall replace the invalid or missing provisions.

Special Terms and Conditions for Fidor TAP Debit MasterCard® (standard print plastic card)

(I). General terms and conditions

§ 1 General information

1.1 The general terms and conditions apply to the use of the Fidor TAP Debit MasterCard. The cardholder will be prompted to agree to these general terms and conditions when ordering the Fidor TAP Debit MasterCard.

1.2 The Fidor TAP Debit MasterCard must be used in accordance with these general contract terms and conditions. Besides these general terms and conditions for the Fidor TAP Debit MasterCard, the Fidor Bank AG's general terms and conditions also apply, in particular regarding the use of the Fidor Smart Current Account.

The contractual language applicable to this business relationship and for communication for the duration of the contract is English.

1.3 In order to apply for a Fidor TAP Debit MasterCard, the customer must be at least 18 years of age, as well as registered as a Fidor customer and fully identified as legitimate by Experian or another legally acknowledged identification process. Additionally, they must possess a bank account in UK.

1.4 Fidor offers a Fidor TAP Debit MasterCard for use at all electronic acceptance locations to fully legitimate holders of the Fidor Smart Current Account. The Fidor TAP Debit MasterCard cannot be used for payments using imprinters (machines which merely transfer the highly embossed card data to paper and do not simultaneously check the liquidity online).

1.5 The Fidor TAP Debit MasterCard is valid only for the cardholder's corresponding Fidor Smart Current Account. The card can only be issued in the name of the Fidor Smart Current Account holder.

1.6 The Fidor Smart Current Account balance is available to the cardholder as electronic funds via the Fidor TAP Debit MasterCard under these general terms and conditions in accordance with the authorised procedures and at authorised acceptance locations. The contracted companies, as well as financial institutes and ATMs, authorised for cash services may be recognised by the acceptance symbol which is seen on the Fidor TAP Debit MasterCard. Where additional services are associated with the Fidor TAP Debit MasterCard (e.g. insurance), they are based on special regulations. The Fidor TAP Debit MasterCard is not a credit card and currently does not allow overdrafts or other forms of credit for payment transactions. Fidor makes no guarantee that every acceptance location accepts the Fidor TAP Debit MasterCard or that automated teller machines marked with the acceptance symbol will be available or in working order.

1.7 Details about the applicable fees for use are listed in the price/bonus directory. The fees contained therein are binding. The fees are due for payment immediately and will be charged directly to the credit balance on the Fidor Smart Current Account.

1.8 Fidor Bank cannot guarantee the availability of the Fidor TAP Debit MasterCard services at any time. The cardholder is aware that 100% availability of the Fidor TAP Debit MasterCard services is technically not realistic. However, Fidor makes every effort to maintain the constant availability of the Fidor TAP Debit MasterCard service possible. In particular, Fidor assumes no liability for technical or other interruptions which lie outside the sphere of influence of Fidor (e.g. acts of nature, interruptions of the public communications networks, power failures, actions of third parties that cannot be ascribed to Fidor). If

impairments due to maintenance, security or capacity requirements should be necessary, Fidor will seek to restore Fidor TAP Debit MasterCard services as quickly as possible.

§ 2 Possible uses

2.1 Payment transactions

(1) With the Fidor TAP Debit MasterCard issued by Fidor Bank AG (hereinafter referred to as “Fidor”), the cardholder can pay electronically for goods and services from MasterCard contracted companies domestically and, as an additional service, abroad, and withdraw cash at ATMs (cash withdrawal service) as yet another additional service; Fidor will instruct the cardholder specifically concerning maximum amounts of cash which may be withdrawn.

(2) The contracted companies, as well as the banks and ATMs within the scope of the cash withdrawal services are recognisable by the acceptance symbol, which can be seen on the MasterCard.

(3) Where additional services are associated with the Fidor TAP Debit MasterCard (e.g. insurance), the cardholder will be instructed specifically.

2.2 Storage medium for additional applications

(1) If the Fidor TAP Debit MasterCard issued to the cardholder possesses a chip by which the Fidor TAP Debit MasterCard can be used as storage medium for additional applications of

- the bank, based on the contract concluded with the bank (bank-generated additional applications) or
- a contracted vendor, based on the contract concluded with this vendor (vendor-generated additional applications).

(2) Blocking of a vendor-generated additional application can only be requested from the vendor that stored the additional application on the chip and only if the vendor has provided the additional application with the possibility of being blocked. Blocking a bank-generated additional application will only be considered in respect to the bank and is based on the contract concluded with the bank. Until the card is returned, the possibility of using the additional applications saved on the card still exists.

§ 3 Personal identification number (PIN)

3.1 The cardholder may be provided a personal identification number (PIN) for their Fidor TAP Debit MasterCard for use at ATMs and automated cash registers.

3.2 If the PIN is entered incorrectly three times in a row, the Fidor TAP Debit MasterCard can no longer be used at ATMs as well as automated cash registers where the PIN must be entered in connection with the use of the Fidor TAP Debit MasterCard. In this case, the cardholder should contact Fidor Bank by telephone at 44(0) 333 336 1284.

§ 4 Identification and activation of the Fidor TAP Debit MasterCard

4.1 Fidor provides the cardholder with various means of identification (e.g. PIN, login and password for Internet access) which are required for the use of various service features. The cardholder must ensure that no other person gets access to these means of identification. In particular, the means of identification should not be shared with third parties, marked on the Fidor TAP Debit MasterCard or stored together with the Fidor TAP Debit MasterCard. Any person who becomes aware of your means of identification can use these for improper purposes.

4.2 In order to activate the Fidor TAP Debit MasterCard, the cardholder must login to their Fidor Smart Current Account on the Fidor Bank website and follow the instructions for activation.

§ 5 Authorisation of card payments by the cardholder

Every payment with the Fidor TAP Debit MasterCard requires an authorisation or confirmation to be carried out. By using the Fidor TAP Debit MasterCard, the cardholder gives their agreement (authorisation) for execution of the payment order.

- (1) When using the Fidor TAP Debit MasterCard, the cardholder must either
- sign a document, on which the contracted vendor must display the card data or
 - enter the PIN at an ATM or automated cash register.

After prior coordination between the cardholder and contracted companies, the cardholder can—in particular to speed up a business transaction—waive signing the document and instead give their Fidor TAP Debit MasterCard number. In this case, the bank is entitled to additionally require disclosure of several characteristics from the personal information of the cardholder (hereinafter “personal characteristics”).

- (2) By using the Fidor TAP Debit MasterCard, the cardholder grants approval (authorisation) to conduct the card payment. Insofar as a PIN or a signature is required, approval is granted only after their application. The cardholder can no longer cancel the card payment after granting approval.

(3) Rejection of card payments by the Bank

Fidor is entitled to refuse the card payment, if

- the cardholder has not authorised it with their PIN,
- the valid credit limit of the Fidor TAP Debit MasterCard or the financial limitations of use have not been observed, or
- the Fidor TAP Debit MasterCard is blocked, or
- the requested personal characteristic (see no. 3 Paragraph 1 Clause 3)
- suspicion of non-authorized or fraudulent use of the Fidor TAP Debit MasterCard exists.

The cardholder will be instructed concerning this via the terminal at which the Fidor TAP Debit MasterCard was used.

§ 6 Prepaid balance/limits/payments/disbursement

6.1 The cardholder can add funds to their Fidor Smart Current Account in various ways. Fidor reserves the right to include new methods for loading balances and to discontinue existing methods. This Fidor Smart Current Account balance or its associated credit limit is also available on the Fidor TAP Debit MasterCard.

6.2 When paying with the Fidor TAP Debit MasterCard, the maximum daily limits stated in the price/bonus directory apply.

6.3 The amount of payment made with the Fidor TAP Debit MasterCard is deducted from the balance of the Fidor Smart Current Account immediately upon completion. Also, Fidor will immediately deduct all fees when they are due (see details in the price/bonus directory). Should, for whatever reason, the amount not be immediately deducted, Fidor reserves the right to deduct it at a later date.

6.4 The payment transaction becomes effective at the time of the conclusion of the entry of the transaction data at the ATM and input of the correct PIN, and cancellation or revocation of this authorised payment as it concerns Fidor is no longer possible. With input of the PIN by the cardholder, Fidor is instructed to pay the amount authorised to the operator of the ATM. In some countries, it may happen that the card doesn't work, although the MasterCard logo is displayed, due to restrictions from MasterCard.

§ 7 Financial usage limitations/credit limit

7.1 The cardholder may only use the Fidor TAP Debit MasterCard within the said account balance and/or available credit limit of the Fidor TAP Debit MasterCard and only in such a

manner which ensures settlement of card revenue when due. The cardholder can negotiate a change of the conditions of availability of their Fidor TAP Debit MasterCard with Fidor.

7.2 If the posting from Fidor TAP Debit MasterCard transactions exceeds the existing account balance or previously negotiated credit limit, it merely leads to the transaction being rejected.

§ 8 Obligation of due diligence and obligation to cooperate by the cardholder

8.1 Signature

The cardholder is obligated to sign their Fidor TAP Debit MasterCard on the signature panel immediately upon receipt.

8.2 Careful safekeeping of the Fidor TAP Debit MasterCard

The Fidor TAP Debit MasterCard is to be stored with care in order to prevent loss and misuse. For example it must not be stored in an unattended motor vehicle. Any person who is in possession of the Fidor TAP Debit MasterCard has the ability to misuse it.

8.3 Secrecy of the personal identification number (PIN)

The cardholder is responsible for ensuring that no other persons obtain knowledge of their personal identification number (PIN). In particular, the PIN must not be noted on the Fidor TAP Debit MasterCard or stored with it in any other way. Any person who knows the PIN and comes into the possession of the Fidor TAP Debit MasterCard has the opportunity to misuse it (e.g. withdraw cash at ATMs).

8.4 Cardholder's information and reporting obligation

(1) Should the cardholder discover the loss or theft of their Fidor TAP Debit MasterCard, the misuse or otherwise non-authorized use of their Fidor TAP Debit MasterCard or PIN, or if the cardholder suspects their Fidor TAP Debit MasterCard has been misused through use of a personal characteristic (see no. 3 Paragraph 1 Clause 3) or a Single Use Authorisation Code, the cardholder is required to block their Fidor TAP Debit MasterCard online in their Fidor Smart Current Account. The contact details under which a report of misuse can be reported will be issued to the cardholder separately. The cardholder is also required to report theft or misuse to the police without delay.

(2) If the cardholder suspects that somebody else has obtained their Fidor TAP Debit MasterCard without authorisation, a misuse or otherwise non-authorized use of the card or PIN has occurred, they are also required to make a blocking request.

(3) Blocking a vendor-generated additional application will only be considered in relation to the vendor that saved the additional application on the chip of the Fidor TAP Debit MasterCard and is only possible if the vendor has provided the possibility of blocking the additional application. Blocking a bank-generated additional application will only be considered in relation to the Bank in question and is based on the contract concluded with the bank.

(4) The cardholder is required to inform the bank immediately upon discovery of a non-authorized or incorrectly executed card payment.

8.5 Other responsibilities

(1) The cardholder is required to store the card-related data, as well as the PIN with special care in order to prevent their misuse. The card data, as well as the PIN and plastic card may not be made accessible to third parties.

(2) In particular, the cardholder may not store the PIN electronically or record it in any other form. Additionally, the cardholder must ensure that the PIN cannot be discovered (i.e. espied) by third parties when using it.

(3) In connection with the use of the administration pages on the internet for the Fidor TAP Debit MasterCard, the cardholder is required to check all the data entered by him for accuracy and completeness. Should Fidor be presented with additional expenses due to incorrect information provided by the cardholder, Fidor reserves the right to charge a processing fee.

(4) The cardholder is obligated to practice all appropriate measures, according to the current state of the art, in order to protect their computer system from attacks by third parties.

§ 9 Obligation of the cardholder to pay

9.1 Fidor is obligated to settle all transactions executed by the cardholder using the Fidor TAP Debit MasterCard with the contracted companies and financial institutions that accept the Fidor TAP Debit MasterCard at their ATMs.

9.2 Fidor shall inform the cardholder via the agreed-upon method of all expenses deducted from their Fidor Smart Current Account in association with settlement of card transactions.

9.3 When the cardholder uses the Fidor TAP Debit MasterCard to settle payments with other vendors, the cardholder and the settlement parties enter into contractual relationships, in which Fidor Bank is not a participant. Therefore objections and other claims arising from the settlement contractual relationships must be filed directly against the contracted vendor.

§ 10 Currency of the Fidor MasterCard

10.1 The credit balance of the Fidor Smart Current Account is managed in GBP. All further loading and unloading procedures, as well as payment operations of the balance are stated in this currency. Insofar as the cardholder makes payments using their Fidor TAP Debit MasterCard that are not in GBP (e.g. withdrawals on an ATM or use at an acceptance location in another currency), the Fidor Smart Current Account will be charged the equivalent in GBP. In the case of card transactions in foreign currency, the foreign currency conversion takes place in accordance with the reference exchange rate determined by MasterCard. There is an additional charge based on the Fidor price/bonus list for currency conversion. Any changes in the reference exchange rate are effective to the cardholder immediately and without prior notification.

10.2. The relevant date for the conversion of foreign currencies is the date on which the transaction is submitted for settlement by the contracted vendor. Therefore, this date can differ from the date on which the transaction occurred. When executing the conversion, the reference exchange rate of the date of submission by the contracted vendor is used. The reference exchange rates can vary considerably.

§ 11 Checking the statements and other notifications from the Bank, deadline for objections, approval by silence

11.1 The cardholder is obligated to check account statements and settlements (in particular from the transaction overview of the Fidor Smart Current Account) and notifications from the bank for accuracy and completeness and to report any objections without undue delay. Failure to raise objections in a timely manner may result in a claim for damages against the cardholder by the bank.

11.2 Transactions and events are considered to be approved if the cardholder does not make objection within 28 days of receipt. Timely dispatch constitutes fulfilment of the grace period. The cardholder will be informed of the consequences at the beginning of the grace period. The cardholder may also request a correction of the account statement after the grace period, but must provide proof of the inaccuracy.

11.3 Fidor and, insofar as possible, customer service, should be informed of any objections in writing.

§ 12 Fees

12.1 Fidor Bank is entitled to charge the cardholder fees for transferral of the Fidor TAP Debit MasterCard, as well as for other services provided in association with the services rendered. The fees owed by the cardholder to Fidor are based on Fidor's "price/bonus list". If the cardholder uses Fidor TAP Debit MasterCard at an ATM, it is possible that the standard fees, as well as fees for the use of the respective ATM or another financial institution or the valid surcharges of their association may apply. These costs are not covered by Fidor Bank.

12.2 Fidor can change or reset the fees listed in the price/bonus list—related to the extent of the increase or decrease in their costs—at its own discretion (§ 315 BGB Bürgerliches Gesetzbuch (§ 315 BGB German Civil Code)). Modifications of the fees will be offered to the cardholder in writing prior to the effective date. The changes may be offered to the cardholder via electronic channels (e.g. online banking) if the cardholder has made prior arrangements with the bank within the framework of their business relationship. If the cardholder does not report objections before the effective date, the changes are considered to be approved. The bank will specifically inform the cardholder of this effective approval in their offer.

12.3 If the cardholder is offered modifications of the fees, he may also terminate the business relationship without notice period and free of charge prior to the effective date of the changes. Fidor will inform the cardholder specifically of this right to termination in the offer.

12.4 Fidor recommends frequent online viewing of the transaction and settlements—at least once weekly—in order to monitor and to permit raising objections against individual transactions immediately, at the latest within four weeks of the date Fidor posts the information in the transaction overview of Fidor Smart Current Account. Timely dispatch of the objection constitutes fulfilment of the grace period. Failure to raise objections in a timely manner constitutes approval. The cardholder may request a billing adjustment after the expiration of the grace period but must provide evidence that their account was incorrectly charged or that an earned credit was not granted. Failure to raise objections in a timely manner may result in a claim for damages against the cardholder.

12.5 Should Fidor not immediately deduct fees to which they are entitled, Fidor reserves the right to deduct them at a later date without additional notification.

§ 13 Informing the cardholder concerning the card transaction process

Fidor informs Smart Current Account holders of the payment transactions made with the card via the agreed-upon channel (e.g. transaction list within the Fidor Smart Current Account or a free email notice of the execution of a transaction generated by Fidor Bank).

§ 14 Reimbursement and claims for damages of the cardholder

14.1 Reimbursement for unauthorised card transactions

(1) In the case of an unauthorised card transaction in the form of

– withdrawal of cash or

– use of the Fidor TAP Debit MasterCard at contractual vendor, the bank is not entitled to claim any reimbursement from the cardholder for its use. Fidor is obliged to reimburse the amount to the cardholder immediately and in its entirety. If this amount is deducted from the Fidor Smart Current Account, Fidor bank is obligated to return it to the status at which it was prior to the unauthorised card transaction.

14.2 Reimbursement for non-execution or defective execution of an authorised card transaction

(1) In the case of non-execution or defective execution of an authorised card transaction in the form of

– withdrawal of cash or

– use of the card at a contracted vendor, the cardholder can demand reimbursement of the amount of the non-execution or faulty execution immediately and in its entirety. If the Fidor Smart Current Account is charged the amount, Fidor is obligated to return it to the status at which it was prior to the non-executed or faulty card transaction.

(2) Beyond paragraph 1, the cardholder may demand reimbursement of the fees and interest with which they have been debited or their account has been charged in connection with the non-executed or faulty execution of an authorised card transaction.

(3) the faulty execution of an authorised card transaction at a payment service provider of the recipient occurs only after expiration of the execution deadline (delay), the cardholder claims are precluded in accordance with paragraphs 1 and 2. If the delay results in damages to the cardholder, the bank is liable in accordance with no. 14.3.

(4) If an authorised card transaction is not executed or faultily executed, the bank will investigate the card transactions at the request of the cardholder and inform them of the result.

14.3 Claims for damages of the cardholder as a result of a non-authorised or non-executed or faulty execution of an authorised card transaction

(1) In the case of an unauthorised card transaction, or in the event of non-execution or faulty execution of an authorised card transaction, the cardholder can demand damages from Fidor which are not already listed in no. 14.1 and 14.2. This does not apply if Fidor is not responsible for the damages. Fidor is responsible for the fault due to intermediate bodies as well as for their own faults, unless the significant cause rests with an intermediate body that the cardholder has specified.

(2) If the cardholder is not a consumer, or if the use of the Fidor TAP Debit MasterCard occurs outside United Kingdom or the European Economic Community, EEC) (non-member country) or in the currency of a country outside the EEC (non-member currency), Fidor's liability for the fault is limited to the location fault associated with the processing of the payment transaction to the diligent selection and instruction of such a location.

(3) If the cardholder shares the responsibility for the existence of damages through faulty behaviour, the extent to which the bank and the cardholder are liable for damages is based on the proportion of the shared responsibility. The liability in accordance with this paragraph is limited to 12,500 euros (the equivalence GBP amount will be dependent on the actual foreign currency exchange rate) per card payment. This amount-based limitation of liability does not apply

- for unauthorised card payments,
- in cases of intent or gross negligence of the bank,
- for risks which the Bank has significantly adopted, and
- for interest incurred by the cardholder, insofar as the cardholder is a consumer.

14.4 Deadline for claims in accordance with no. 14.1 - 14.3

Claims against the Bank based on no. 14.1 to 14.3 are excluded, if the cardholder has not informed the Bank within 13 months after the card transaction has been charged that it concerns a non-authorised, non-executed or faultily executed transaction. The duration of the 13-month grace period begins only when the bank has informed the cardholder of the deduction resulting from the card transaction via the agreed-upon channel for notification of transactions: otherwise, the beginning of the grace period is based on the date of notification. The cardholder can assert claims for damages based on no. 14.3 after expiration of the grace period in Clause 1, if they were obstructed from meeting the deadline through no fault of their own.

14.5 Reimbursement for authorised card transactions without a precise amount and the grace period for asserting the claim

(1) The cardholder can demand the immediate and complete reimbursement of the amount of credit from Fidor if they have authorised a card transaction at a contracted vendor in such a manner that

- the exact amount of the transaction was not specified at the time of authorisation and
- the payment transaction exceeds the amount of the cardholder's previous payment behaviour, the content of the card agreement and what could be expected of the circumstances of the individual case; grounds associated with any currency conversion do not apply if the agreed-upon exchange rate was established. The cardholder is obligated to explain the circumstances of the matter to Fidor from which the claim is derived.

(2) The right to reimbursement is excluded, unless it is made to the bank within eight weeks from the date of deduction of the transaction is posted to the account for settlement.

14.6 Exclusion of liability and objections

Cardholder claims against Fidor based on no. 14.1 - 14.5 are excluded if the circumstances substantiating a claim

- are due to an unusual and unpredictable event, Fidor has no influence over them and despite the diligence exercised by them could not have prevented the consequences, or
- were brought about by Fidor due to a legal obligation.

§ 15 Liability of the cardholder for any unauthorised card transactions

15.1 Liability of the cardholder until reporting for blocking

(1) If an unauthorised card transaction occurs before reporting for blocking, the cardholder is responsible if they acted with fraudulent intent or violated one or more diligence obligations in accordance with § 8 through gross negligence or intent, thus enabling the misuse of the card. Gross negligence of the cardholder exists, in particular, if

- through their fault they did not immediately report the loss, theft, other misplacement or fraudulent transaction to Fidor, a representative of MasterCard or the central blocking service +49 116 116,

- the PIN was marked on the Fidor TAP Debit MasterCard or was stored together with the Fidor TAP Debit MasterCard (e.g. in the original letter in which the PIN was shared with the cardholder,

- the PIN was shared with another person and thus caused the misuse.

(2) The cardholder is not obligated to reimbursement for damages in accordance with paragraph 1, if the cardholder cannot make the blocking report because Fidor did not ensure the possibility for making the report, and the damages occurred due to this.

(3) Liability for damages that were caused during the period for which the credit limit is valid are limited to the respective credit limits applicable for the Fidor TAP Debit MasterCard.

15.2 Liability of the cardholder after reporting for blocking

- As soon as the loss or theft of the Fidor TAP Debit MasterCard, the misuse or otherwise unauthorised use of the card or PIN has been reported to the bank or a representative of the respective Fidor TAP Debit MasterCard, the bank takes over the responsibility for all subsequent transactions in the form of

- withdrawal of cash at an ATM,

- damages arising from use of the Fidor TAP Debit MasterCard at contracted companies.

If the cardholder acts with fraudulent intent, the cardholder is responsible for damages occurring after the report, too.

§ 16 Liability of the card-issuing bank

16.1 Fidor makes no guarantees as to the dealer acceptance of the Fidor TAP Debit MasterCard, even if MasterCard is listed as a means of payment. The contracted companies belonging to the MasterCard network are obligated by contract to accept the Fidor TAP Debit

MasterCard. If this should not be the case in individual circumstances, Fidor is liable only if they are guilty of gross negligence.

16.2 The cardholder is responsible for settlement of the invoice in any case.

16.3 Fidor is not liable for damages arising from unredeemed direct debits and the consequences thereof.

16.4 Fidor is liable under this agreement only in the following cases: for damages, in particular due to delay, the violation of legal and contractual obligations, preliminary obligations, the violation of commercial property rights of third parties and unlawful acts, only if:

(1) the legal representatives, employees or auxiliary agents of the card-issuing bank acted intentionally or in gross negligence; or

(2) the claim for damages resulted from the breach of an assumed guarantee; or

(3) an obligation was violated, which is essential to the achievement of the contractual purpose (cardinal obligation); or

(4) life, body or health were injured negligently or with intent; or

(5) a compelling liability based on product liability law exists.

16.5 In the event of breach of a cardinal obligation by the card-issuing bank, the claim for damages is limited to the foreseeable damages. This limitation to the claim for damages does not apply if the event which caused the damages was caused intentionally or through gross negligence by a legal representative, employee or auxiliary agents of the card-issuing bank.

16.6 The preceding liability limitations find no application if death or a physical or health injury has occurred or in the case of a legally foreseen liability not associated with guilt or assumption of a guarantee.

16.7 Insofar as the liability of the card-issuing bank is excluded, this also applies to personal liability of the employees, legal representatives and auxiliary agents of the card-issuing bank.

§ 17 Ownership and validity of the Fidor TAP Debit MasterCard

17.1 The Fidor TAP Debit MasterCard remains the property of the bank. It is non-transferable. The Fidor TAP Debit MasterCard is valid only for the period of duration stated on the Fidor TAP Debit MasterCard. If the authorisation to use the cards ends before this (e.g. due to termination of the contract), the cardholder is obligated to destroy the card data.

17.2 With issuance of a new Fidor TAP Debit MasterCard, but definitely not later than expiration of the validity, Fidor is entitled to demand the return of the old Fidor TAP Debit MasterCard. If the authorisation to use the Fidor TAP Debit MasterCard expires before this (e.g. due to termination of the Fidor TAP Debit MasterCard agreement), the cardholder is obligated to send the Fidor TAP Debit MasterCard back to Fidor currently at Sandstraße 33, 80335 Munich, Bereich Kartenservice, in a ruined state immediately or to destroy it themselves.

17.3 Fidor also reserves the right to exchange the card for a new Fidor TAP Debit MasterCard during the period of validity; the cardholder incurs no expenses for this.

§18 Cardholder's right to termination

The cardholder may terminate the Fidor TAP Debit MasterCard agreement at any time after a period of one month. The issuing fee will not be refunded.

§ 19 Bank's right to termination

19.1 The Bank can terminate the Fidor TAP Debit MasterCard agreement with observance of a reasonable termination notification of at least two months. The bank will terminate the Fidor TAP Debit MasterCard agreement with a longer termination notification, if this is offered in consideration of a justifiable request of the cardholder.

19.2 The Bank can terminate the Fidor TAP Debit MasterCard agreement without prior notice, if important grounds exist under which the continuation of the Fidor TAP Debit MasterCard agreement would be unreasonable to expect of the bank under consideration of the justifiable concerns of the cardholder.

19.3 Such an important reason exists, in particular, if the continuation of the contractual relationship to the end of the legal termination period for Fidor would be unreasonable to expect under consideration of individual circumstances and the interests of Fidor and the cardholder. Important reasons are, in particular, the following circumstances:

- Failure of the cardholder to comply with statutory provisions
- a repeated, culpable violation of the cardholder against their contractual obligations despite reminders
- police investigations
- seizures
- the cardholder manipulates the user medium for fraudulent purposes
- the cardholder gives false information while registering, in particular, their personal data,
- the cardholder maintains more than one Fidor TAP Debit MasterCard or allows another person to possess an additional Fidor TAP Debit MasterCard for their use;
- the cardholder intentionally or through gross negligence, damages, destroys or
- the cardholder commits serious breaches of other obligations under the Fidor smart Current Account agreement, or
- in the case of any statutory or regulatory changes.

§ 20 Consequences of termination

20.1 With effective termination or in the event of the cancellation of the Fidor TAP Debit MasterCard agreement for any other reasons, the cardholder is no longer authorised to use the Fidor TAP Debit MasterCard. The Fidor TAP Debit MasterCard is to be returned to the bank immediately or destroyed. If applicable, the cardholder must have the additional application found on the Fidor TAP Debit MasterCard removed immediately by the vendor that saved it to the card. The possibility of further use of a bank-generated additional application is based on the valid rules for the respective application.

20.2 A balance of the cardholder's loaded on the Fidor TAP Debit MasterCard at the time of the return of the Fidor TAP Debit MasterCard is at the disposal of the cardholder, minus any requirements from Fidor, e.g. non-fulfilled loading procedures or fees/reimbursements. Unless Fidor or the cardholder terminates the entire Fidor Smart Current Account (see General terms and conditions of Fidor Smart Current Account). There is no refund of the fee for issuing the Fidor TAP Debit MasterCard.

20.3 With the termination of the Fidor TAP Debit MasterCard agreement, all claims on the cardholder by Fidor resulting from the Fidor TAP Debit MasterCard contractual relationship are due immediately.

§ 21 Recovery and blocking the Fidor TAP Debit MasterCard

21.1 Fidor may block the Fidor TAP Debit MasterCard and initiate the forfeiture of the Fidor TAP Debit MasterCard (e.g. at ATMs).

- if it is justified to terminate the card agreement for important reasons,
- if factual reasons in connection with the safety of the Fidor TAP Debit MasterCard justify this or
- if there is suspicion of unauthorised or fraudulent use of the Fidor TAP Debit MasterCard. Fidor will nevertheless inform the cardholder in conjunction with a statement of the grounds upon which blocking the card was based without delay, at the latest immediately after the card is blocked. When the grounds for blocking the card no longer exist, Fidor will unblock the Fidor TAP Debit MasterCard or replace it with a new one. They will also instruct the cardholder concerning this.

21.2 Fidor is entitled to place the card number of misplaced, blocked or terminated Fidor TAP Debit MasterCards on blocked lists or announce it by means of similar methods.

21.3 If the cardholder has saved an additional application on a confiscated Fidor TAP Debit MasterCard, the additional application can no longer be used. The cardholder can reclaim vendor-generated additional applications that may have been saved on the Fidor TAP Debit MasterCard at the time of the confiscation from Fidor, after the confiscating instance provided the Fidor TAP Debit MasterCard to Fidor.. Fidor is entitled to fulfil the request for surrender of vendor-generated additional applications by returning the Fidor TAP Debit MasterCard to the cardholder after it has been stripped of payment transaction functions. The possibility of the continued use of a bank-generated additional application found on a Fidor TAP Debit MasterCard is based on the valid rules for the respective additional application.

§ 22 Payment obligation of the cardholder

22.1 Fidor has an obligation to the MasterCard contracted vendor to immediately settle the receivables against the cardholder created through the use of the Fidor TAP Debit MasterCard and through authorisation.

22.2 The obligation to reimburse is non-existent only if an effective receivable from a MasterCard contracted vendor is unfounded.

22.3 Objections and other complaints concerning services obtained via the use of the Fidor TAP Debit MasterCard from the cardholder's relationship to the contracted vendor are to be clarified directly and exclusively with that vendor.

22.4 The payment obligation of the cardholder in respect to Fidor remains unaffected.

22.5 Disputes with retailers

(1) The cardholder does not have the right to stop payments for a purchase or payment process initiated with their Fidor TAP Debit MasterCard.

(2) The cardholder must clarify disputes relating to purchases, which the cardholder has carried out with their Fidor TAP Debit MasterCard, with the respective business partner from whom they obtained the goods or services. Fidor is not responsible for the quality, safety, legality or any other aspect of goods or services acquired by the cardholder with their Fidor TAP Debit MasterCard. It is important for the cardholder to observe that they can no longer stop a transaction and the respective payment procedure as soon as they use their Fidor TAP Debit MasterCard for a purchase.

(3) If the cardholder has a claim to reimbursement by Fidor, for whatever reason, for the acquisition of goods or services, the cardholder herewith consents to accept this as a credit on their Fidor TAP Debit MasterCard.

§ 24 Mandatory declaration

The issuance and processing of the Fidor TAP Debit MasterCard requested by the cardholder is carried out by Fidor Bank AG, Sandstr. 33, 80335 Munich. This bank is authorised to provide information. When questioned concerning the § 8 money laundering act, whether the cardholder is acting on their own account for another, the cardholder is to declare they are acting on their own account.

(II) Special rules for individual types of use

§ 1 ATM service and usage at automated cash registers from retailers and service providers

1.1 Credit limit of the card

Transactions at ATMs and automated cash registers are only permissible within the framework of the valid credit limits of the respective Fidor Smart Current Account. At each use of the card at ATMs and automated cash registers, it is confirmed whether the credit limit has already been exceeded. Transactions with which the credit limit of the Fidor Smart Current Account has been exceeded will be denied, depending on the current account balance. The Fidor Smart Current Account holder checking account holder can negotiate a modification of the credit limit (card-specific limit) of the card issued for their Fidor Smart Current Account.

1.2 Incorrectly entered PIN

At ATMs and automated cash registers at which the PIN must be entered in connection with use of the card, the card can no longer be used if the PIN is entered incorrectly three times in a row. In this case, the cardholder should contact Fidor.

(III) Additional applications

§ 1 Saving additional applications on the Fidor TAP Debit MasterCard

1.1 The chip found on the Fidor TAP Debit MasterCard can also be used as a storage medium for a bank-generated additional application (e.g. in the form of a youth protective characteristic) or for a vendor-generated additional application (e.g. in the form of an electronic driver license).

1.2 The use of a bank-generated additional application is based on the legal relationship of the cardholder with the bank.

1.3 The cardholder can use a vendor-generated additional application based on the contract concluded with the vendor. It is incumbent upon the cardholder to decide whether they wish to use their Fidor TAP Debit MasterCard for storing a vendor-generated additional application. Saving a vendor-generated additional application to the Fidor TAP Debit MasterCard occurs at the terminal of the vendor after an agreement has been reached between the cardholder and the vendor. Financial institutions do not acknowledge the content of the data transferred at the vendor terminal.

§ 2 Responsibility of the vendor for the content of a vendor-generated additional application

With the chip on the Fidor TAP Debit MasterCard, Fidor merely provides the technical platform which enables the cardholder to save a vendor-generated additional application to the Fidor TAP Debit MasterCard, if applicable. Any service provided to the cardholder by the vendor via the vendor-generated additional application is based solely on the content of the contractual relationship between the cardholder and the vendor.

§ 3 Complaint processing in the case of additional applications

3.1 Objections concerning the content of any vendor-generated additional applications must be addressed by the cardholder exclusively with the vendor, which stored the additional application on the Fidor TAP Debit MasterCard. The vendor processes such objections on

the basis of data stored by them. The cardholder is not permitted to hand the Fidor TAP Debit MasterCard over to the vendor for the purpose of processing the complaint.

3.2 Objections concerning the content of any bank-generated additional applications must be addressed by the cardholder exclusively with the bank.

§ 4 No input of the PIN issued to the cardholder by the bank in the case of vendor-generated additional applications

4.1 The PIN issued by the bank to the cardholder is not to be entered when saving, modifying content of, or use of a vendor-generated additional application on the Fidor TAP Debit MasterCard.

4.2 If the vendor that has saved an additional application on the Fidor TAP Debit MasterCard offers the cardholder the possibility of accessing this additional application with a separate form of identification chosen by the cardholder, the cardholder must not use the PIN issued to them by Fidor for the use of payment transaction applications for saving the vendor-generated additional application.

§ 5 Blocking feature of additional applications

Blocking a vendor-generated additional application is only considered in respect to the vendor, which saved the additional application to the chip on the Fidor TAP Debit MasterCard and is only possible if the vendor has provided the blocking feature in their additional application. Blocking a bank-generated additional application is only considered in respect to the bank and is based on the contract concluded with the bank.

(IV) Changes in the terms and conditions

The customer will be informed in writing of changes in these terms and conditions and the special conditions. If the customer has agreed on an electronic communication channel (e.g. home banking), the changes can also be transmitted via this route if the type of transmission allows the customer to save or print the changes in readable form. The changes are considered approved if the customer does not raise objections in written form or via the electronic route agreed upon. The bank will inform them of this specifically. The customer must send the objection concerning the changes to the bank within six weeks of the announcement. If the customer objects to the validity of the new terms and conditions within this grace period, Fidor reserves the right to terminate the contractual relationship with the customer in an orderly manner with a notification period of 14 days.

(V) Possibility of appeal

The cardholder may raise objections at any time in written form or in person at the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Straße 108, 53117 Bonn, and Lurgiallee 12, 60439 Frankfurt am Main, concerning violations by the bank of the Zahlungsdienstleistungsaufsichtsgesetz (Payment Services Supervision Act) (ZAG), the §§ 675 c through 676 c of the German Civil Code (BGB) or of Article 248 of the Introductory Act of the German Civil Code (EGBGB).

Part B: Community Usage Agreement

Preamble

Fidor Bank AG (in the following referred to as “Fidor”) offers internet services (the “Community”) to registered Users (in the following referred to as “Users”) under the URL <https://www.fidorbank.uk/>. Under this URL, Fidor mainly stores third-party information of independent Users and opens up a communication possibility either directly between Users or between Users and the Bank.

Within the framework of these internet services, Fidor offers registered Community Users the possibility to actively participate in a closed, internet-based finance community, free of charge, where they have a platform to exchange their experience on financial products and give tips or advice to other Users as regards the analysis and optimisation of their personal and/or enterprise-specific financial situation.

The subject matter of these Terms of Use shall be the conclusion of the present Usage Agreement and its regulations regarding the use of Fidor’s Community platform. The use of the Community and/or Community functions shall not be permitted unless the User has accepted these Terms of Use.

Fidor offers non-continuous and/or non-recurring services of any kind all of which will be directly connected with activities in the field of consultation or establishment of contacts. In its function as operator, Fidor shall only provide the services that allow the establishment of contacts and expression of opinions in general. It is expressly noted that the offered services do not constitute any kind of professional consultation services and can never replace any such services. It is herewith expressly stated that none of the contributions by Fidor Bank or members tagged as “Fidor Bank” or “Host” shall constitute any kind of consultation and/or recommendation on the part of Fidor Bank. Users shall not be entitled to assert any claims derived from the remarks of such members.

Only the valid provisions of the applicable Schedule of Prices and Services shall apply.

1. Subject matter of this Agreement

Fidor shall enable the utilisation of these services exclusively on the basis of this Usage Agreement (“Usage Agreement”). Such utilisation shall not constitute any entitlement to become a member of the Fidor Community. Fidor Bank AG shall be entitled to reject membership without stating any reasons.

Any use of the services and contents offered by Fidor – except for services and contents intentionally provided by Fidor – shall require Fidor’s express prior consent.

With the User’s express consent, this Usage Agreement shall become integral part of all contractual relationships between the User and Fidor. To this end, the User has to provide the data requested in the application form, including his/her consent with respect to this Usage Agreement, and return the completed form to Fidor.

By using the Community, the User agrees that he/she will be using the Community exclusively for the private exchange of information which will in no event be attributable to their commercial activities. The User shall be entitled to use the Community for commercial purposes provided he/she expressly discloses his/her intention to do so and sets up a personal money expert profile. With this Community, Fidor provides the User a platform to contact other Users by providing the appropriate technical applications. As regards the contents, Fidor does generally not take part in any User communication.

Fidor shall make available the data and information provided by the User to other Users only to the extent that such data and information is not in violation of legal provisions or contractual agreements, including this Usage Agreement. Fidor shall be entitled to remove such content from Fidor's web pages at no notice and any time.

2. Application, access and use of the Community

Under the URL <https://community.fidorbank.uk>, Fidor Bank provides services in form of a Community that allows registered Users to participate in these services. Registration for, and participation in, these services shall only be permitted to physical persons who are at least 18 years of age.

To login into any of the content of these services the User has to choose a password. This password shall be treated with strict confidence and never be given to third parties. Fidor will not forward the User's password to third parties and will never ask the User to forward his/her password to Fidor.

To register the User must provide his/her email address and "nickname". The User will receive an e-mail in which he/she will be requested to confirm registration. By completing the registration process, the User submits a proposal for a contract regarding the use of Fidor Community services. Fidor indicates acceptance of such proposal by activating the User's access to the services.

After successfully completing the registration process, the User will be allocated an inactive Fidor Smart Account which shall serve, among other things, as a settlement account for payments or bonuses that can be received as a result of Community activities. Bonuses for activities will be credited to his/her inactive Fidor Smart Account.

Information provided by the User when registering for the provision of services, must be true, correct and complete

The User must keep his/her registration data and other required data correct and up to date. If the User fails to keep his/her registration data and other required data correct and up to date, Fidor shall be entitled, but not obliged, to continue using the User's present data for all contractually relevant processes, particularly for communication to the User.

Access to the Community services and, consequently, the communication with Fidor for Fidor's services shall only possible on Fidor's website, via the web browser of a computer with internet connection and/or via e-mail. Fidor reserves the right to provide additional access channels to the Community if it chooses (e.g. via mobile browsers). Fidor shall also be entitled to close/block access channels. Other access channels are not supported. As soon as the User's access to the services is activated, any communication between Fidor and the User in connection with these services including publications, announcements) shall be exclusively in electronic form via online screens, i.e. the interface displayed to the User by his/her internet browser.

The User shall ensure that third parties are prevented from having knowledge of his/her login and password credentials for accessing these services. Fidor shall not be liable for the misuse of login and password credentials by an unauthorised third party, unless otherwise required by law. Fidor herewith explicitly points out that login and password credentials will be used in connection with other banking services, etc. if the User successfully applies for the provision of such services.

The User shall ensure that he/she is able to receive the e-mails sent by Fidor in full and in a timely manner.

The User shall be required to execute an appropriate up-date of his/her data within the framework of the services if changes to his/her data take place at a later date. Until this update of data, if any, Fidor shall be entitled, but not obliged, to continue using the User's present data for all contractually relevant processes, particularly for the communication with this particular User.

Changes to data:

For security reasons, the User shall currently be only entitled to execute changes to the following data as follows.

Changes to the password: Changes to the password can currently only be executed if the User confirms an e-mail that has been sent to his/her current e-mail address and clicks on the corresponding link. Fidor reserves the right to change the procedure used to effect changes to the password.

Changes to the e-mail address:

If the User wants to change the e-mail address please contact us via hello@fidorbank.uk.

3. Notification on cancellation rights

German legislation provides that Consumers shall be entitled to cancellation rights in case of free-of-charge distance contracts concerning the rendering of services. Accordingly, Fidor is obliged to notify its members on their right of cancellation and complies with this obligation as follows:

Notification on cancellation rights

The member may revoke his or her declaration of contract in text form (e.g. letter, fax, e-mail). The time period begins no earlier than upon receiving this notification in text form, however, not before the conclusion of the respective contract and/or before Fidor has fulfilled its information obligations pursuant to article 246 b Section 2 in connection with Section 1, Sub-sections 1 and 2, EGBGB (Introductory Act to the German Civil Code) as well as the Bank's obligations pursuant to Section 312 d BGB (German Civil Code). To keep within the revocation period it is sufficient to dispatch the revocation letter in a timely matter.

Any revocation communication shall be addressed as follows:

Letter

Fidor Bank AG
Sandstraße 33
80335 München, Germany

Fax

+ 49 89 1890 85 199

E-mail

hello@fidorbank.uk

Revocation period:

In the event of a revocation, the services rendered are to be returned on both sides, including, where applicable, the benefits from such services (e.g. interest). Should the member not be able to return the services received or only return them partially or in a deteriorated condition, the member may be obligated to compensate Fidor accordingly. This may have the consequence that the member has an obligation to comply with payments for the time until the revocation becomes effective. Obligations regarding the compensation of payments have to be complied within a period of 30 days. As far as the member is concerned, this period shall start with the dispatch of his/her declaration of revocation; as regards the Bank it shall start with the receipt of such declaration.

Special remarks:

The member's cancellation rights shall expire before the above mentioned period if - at the member's express request - the contract has been completely fulfilled on the part of both parties before the member concerned has exercised his/her cancellation rights.

End of the notification on cancellation rights

4. Termination of the Agreement

This agreement between Fidor and the User shall be for an indefinite period of time. It shall begin with the registration for the provision of services.

The User shall be entitled to terminate his/her membership at any time by notifying Fidor. Upon receipt of the User's termination request, Fidor will block the User's access.

Fidor shall be entitled to terminate the User's membership without cause by providing a period of notice of no less than two weeks.

Fidor shall be entitled to block the User's access after the termination of his/her membership. In case of a termination of the User's membership, Fidor shall be entitled, but not obliged, to delete the contents created by this User. The User shall have no right to claim that the contents are handed over to him/her.

The right of both parties to termination for cause shall remain unaffected. Reasons for an extraordinary termination by Fidor shall include:

the User has registered more than once,
we are unable to send e-mails to the User's e-mail address,
the User requests the deletion of his/her data pursuant to Section 14 Point 1,
the Users continuously and/or seriously violates his/her contractual obligations (e.g. Section 7 of this Usage Agreement) and, as a consequence thereof, the continuation of this Agreement is unacceptable to Fidor,
The User publishes unfair content, behaves fraudulently or intentionally includes erroneous contents (including evaluations of products and consultants). In such cases, a prior warning letter shall not be required.

If the reason for termination by Fidor is due to the violation of a contractual obligation, termination shall be only admissible following a reasonable period of time for remedy without result or following an unsuccessful warning letter, unless the foregoing measures can be waived because of the special features of a particular case (Section 323, Paragraphs 2 and 3 of the German Civil Code).

Apart from that, the legal rights of termination shall remain unaffected. At the time the contract is terminated, Fidor shall be entitled to deactivate the User's access to the services and permanently delete any data transmitted by the User to Fidor (or vice-versa). Fidor shall be obliged to do so, unless these data are still required for accounting or verification purposes and/or for compliance with legal obligations on the part of Fidor.

5. Password/secretcy

The User shall be obliged to observe the security measures agreed with Fidor. The User shall identify himself/herself and provide proof of his/her identity to Fidor by using the media agreed with Fidor. The User shall ensure that no third parties have access to or acquire knowledge of his/her login credentials or security media.

Any person that gains access to the User's login credentials or security media can make use of the Fidor's services or access the User's personal data. The following measures regarding the secrecy of login credentials or security media must be observed:

The User's login credentials must be stored securely, e.g. not on the hard drive of a computer;
identification means must be removed from the card reader at the end of using the services and stored in a safe place;

Passwords must not be recorded in writing or stored in an electronic form; when entering the password, care must be taken that the password cannot be seen by any third party.

6. Obligations and duties of the User within the framework of the Community

The User's rights and obligations within the "Consultant Evaluation" and "Product Evaluation" functions shall be governed according to the terms and conditions that can be found at the relevant location under "This is how it works". These terms and conditions shall be an integral part of this Usage Agreement.

In addition to that, the User shall agree to:

provide only true, non-misleading information in his profile and in his communication with other Users,
only post photos/pictures that are unrestrictedly admissible for public communication.
observe the applicable laws and any third-party rights when using Fidor's websites.

The User shall be prohibited from:

using untrue, slanderous, defamatory or abusive contents, irrespective of the recipient of such content,
pornographic content or content in violation of the laws for the protection of children, or make advertisements, offer and/or distribute pornographic products and/or products in violation of the laws for the protection of children,
having explicit or implicit communication that is obscene or sexually characterised,
harassing other Users with mass mailing and junk mails (spam), sending chain letters or identical private messages to a number of Users at the same time,
slandering, vilifying, disparaging or otherwise discrediting other Users,
providing his product rating and/or consultant rating in an autocratic manner,
using, advertising or distributing legally protected content (protected by copyright, trademark, patent, designs act or utility patent etc.) without having the appropriate license or permissions from the owner
performing or promoting anti-competitive activities, including progressive customer canvassing (e.g. chain, snowball or pyramid schemes)
executing, promoting or using any kind of structural distribution measures for advertising purposes,
placing advertisements disguised as product rating or as the rating of a money expert and/or an exclusive list of product data and/or money expert data disguised as product rating or the rating of a money expert,
posting content that does not have any specific connection with the product rating and/or the so-called money expert,
making statements as regards product ratings or ratings of so-called money experts that are not objectively reasonable and have no specific connection with any of the aspects of the product,
not observing a minimum of objectivity and decent language when rating products and so-called money experts,
using mechanisms, software and scripts while using the services of Fidor that have not been provided within the framework of the services provided by Fidor for the Community, including blocking, overriding, modifying, copying inasmuch as such activities are not required for the orderly utilisation of the services provided by Fidor (copying by using the technology of so-called robot/crawler search engines is thus explicitly prohibited),
collecting, storing, processing or publicly spreading data, content and information on the Fidor web pages or on those of other Fidor Users,
taking actions that are suitable to compromise the functionality of Fidor's infrastructure, or are particularly stressing for it.

7. Rights regarding the content

If the User makes contributions to the Community (this does not only include “postings“ but also content such as product proposals, videos, etc.) the User shall grant Fidor an unlimited, non-revocable, non-transferable, non-exclusive right of use in connection with these contributions which shall entitle Fidor to provide and realise them for Fidor’s own purposes as well as to transfer such right of provision and realisation to its cooperation partners without having to pay any remuneration to the User.

Fidor shall be entitled, but not obliged, to publish contributions and post evaluations. Moreover, Fidor shall be entitled to abridge contributions and evaluations and publish them in a condensed version. This shall particularly apply in cases of inappropriate and insulting content that is contrary to the purposes of the Community and/or the review site.

Fidor shall be entitled, but not obliged, to delete contributions if they are obviously published by the User through an error (e.g. double postings).

Copying or utilisation of contributions or content in other media and services by third parties - of any kind what soever - shall only be permitted with the prior express written consent of Fidor.

Copying, downloading, storing, disseminating and distributing content of the Fidor Community and/or its Users shall only be permitted - except as regards the cache in the course of a visit to forum pages - with their express consent. Fidor herewith grants an express authorisation for the use of RSS feeds.

8. Liability of the User, liability for comments, evaluations and content

Rights of use, contributions as well as the content of a User profile shall be the sole responsibility of the User concerned.

If Fidor has an action brought against it by other parties because the User has infringed his/her obligations related to the granting of utilisation rights, the User shall fully indemnify and hold harmless Fidor from any liability as well as any expenses, including any possible legal charges, upon first demand. Fidor shall immediately inform the User on such claim and give him/her the opportunity to defend himself/herself against the claim asserted.

The same shall apply if an action has been brought against Fidor by other parties because the content’s subject matter – irrespective of the authorship related to such content – is infringing the legal position of third parties, particularly their copyright exploitation rights or their personal rights.

The Users shall be responsible for his/her own contributions, comments, evaluations and the content of his/her User profile vis-à-vis Fidor and third parties, particularly with respect to the correctness of such information and data. If an action is brought against Fidor by other Users or third parties due to illegal contributions, comments, evaluations and/or contents of User profiles, the User shall indemnify and hold harmless Fidor from any liability and costs according to the scope set forth under Section 15 Point 2.

9. Indemnification

The User herewith declares that he indemnifies and holds Fidor harmless against and from all claims, including claims for damages which other Users or third parties assert against Fidor due to the infringement of their rights by the content the User posted within the Community, unless the User is not answerable for such infringement. This particularly comprises illegal posting of contributions, discussions or evaluations contrary to the terms of

this Agreement. Moreover, the User shall indemnify and hold Fidor harmless against and from all claims, including claims for damages which other Users or third parties assert against Fidor due to the infringement of their rights in connection with the use of the Fidor Community by the User.

The User shall bear all costs Fidor incurs as a result of the infringement of such third party rights, including the costs required for legal defence inasmuch as this seems appropriate with respect to the current legal situation. Any further rights or claims for damages to which Fidor may be entitled shall remain unaffected. The above liability obligation of the User shall not apply if and to extent that the User is not liable for this violation of law.

If the rights of a third party are violated by the content posted by a User, the User shall design such content - at his own expenses - in a way and manner that is not protected by property rights. The type of indemnity to which Fidor will refer to in a given case shall be subject to Fidor's discretion.

10. Exclusion of warranty and liability

The following provisions for the limitation on Fidor's liability shall apply to all claims for damages and/or cases of liability, irrespective of the legal reason they are based on (e.g. delay, impossibility, breach of duty, impediment to performance, tortuous acts etc.).

In no event shall Fidor be liable for damages arising from doings/wrongdoings and/or violations of law, irrespective of the legal basis, or from supplies and/or services to the User by a partner.

The User's claims for damages against Fidor related to compliance and - in connection with the services - breach of duty shall be excluded for whatever legal reason, in particular with respect to impossibility, delay, breach of ancillary duties, poor services, other obligations arising in connection with the contractual relationship, and tortuous acts.

This shall not apply in the case of damages resulting from any injury to life, body or health as well as other damages resulting from wilful or negligent breach of duty by Fidor, its legal representatives or vicarious agents, other damages resulting from wilful or negligent breach of duty by Fidor, its legal representatives or vicarious agents, any and all damages resulting from a culpable breach of one of the main obligations by Fidor, its legal representatives or vicarious agents. Such claims shall be limited to damages typically foreseeable at the conclusion of the contract.

Fidor shall not assume any editorial or actual responsibility and/or liability in terms of contents, data and information made available to the User within the framework of the provided services. Fidor shall particularly not assume any liability as to the truth of contents, i.e. that they comply with and/or serve for a specific purpose. Any User that provides contents, data and information within the framework of the services is only acting on his/her own behalf and/or at his/her own account but not as vicarious agent of Fidor.

Fidor shall assume no liability as to the User's actual identity. Therefore, every User has to see for himself/herself if he/she is convinced of the identity of other Users.

If the User contributed to the generation of a damage by wrongful acts, the principles of contributory negligence shall be the base to determine the extent to which Fidor and the User shall be liable for the damage.

Fidor shall not be liable for damages that occur as a result of force majeure, riot, war and natural events and/or other events that are beyond its control (for example strike, lock-out, traffic hold-ups, administrative acts of domestic or foreign high authorities)

11. Liability with respect to links

Within the framework of its services, Fidor will make reference to links of various internet offers by third parties. The following shall apply with respect to links to third party sites: Fidor shall not be liable for offers and/or other contents on websites of third parties, even in case that those offers are linked up with Fidor's web presence. Fidor herewith expressly draws the User's attention to the fact that Fidor has no influence whatsoever as to these offers, and/or contents, and/or the design of such linked-up websites, and that Fidor does not adopt offers, and/or contents, and/or designs of linked-up third party websites as its own. Fidor shall not be liable for the links posted by Users in the Community.

12. Measures and consequences resulting from the User's violation of law or breach of duty

Fidor shall be entitled to take the following measures - or have them taken by third parties - if there is any reason to believe that the User is committing and/or has committed a violation of law or a breach of duty:

admonish the User,

block or delete individual contents (e.g. contributions, discussions, evaluations) the User posted on the Fidor Community;

limit/restrict the use of the Fidor Community on the part of the User (e.g. discussion and/or write lockout);

temporarily lock out the User;

exclude or block the User.

For the selection of the appropriate measure, Fidor shall take into consideration the operating requirements of the Fidor Community, own liability risks as well as legitimate interest of claimants and the User (e.g. guilt, severity of the breach of duty, risks, statements by the User). To the extent required for clearing the disturbance, measures can be taken not only against the responsible User but also against participating persons or third parties. Fidor shall not be required to revert deleted content. The User will not be blocked if the User's breach of duty is immaterial. Blocked and/or excluded Users are not permitted to re-register under another profile and/or name with Fidor Community. Fidor will refrain from measures and/or revisit the measures if the User concerned furnishes a security sufficient to cover impending costs and damages to Fidor or if the risk regarding the occurrence of such breach of duty has been cleared. All these measures shall be without prejudice to any other claims on the part of Fidor.

13. Data protection

Fidor shall use the User's personal data exclusively so as to comply with its contractual obligations. Moreover, personal data shall be exclusively used, stored and processed within the Bank, unless the User has accepted any differing utilization of his data. The User shall be entitled to request information as to the type and scope of personal data collected by Fidor at any time. In addition, the User shall be entitled to request his data to be deleted. In this event, the provision set forth under Section 4 Point 4. shall apply. Herewith the User expressly authorises Fidor to store, process and use the personal data communicated to Fidor and to transmit them, to the extent necessary, to third parties for purpose-driven outsourcing as well as to other Users, particularly for service handling purposes (as mentioned above, exclusively for the purpose of executing the contractual obligations vis-à-vis the User). The User herewith acknowledges that he/she has the right of access to this information at any time, to be entitled to assert the right to have his/her data deleted, and to lodge objections. To this effect, the User is required to send an e-mail to Fidor.

Apart from that, Fidor shall not pass on the User's personal data to any third party outside Fidor without the User's express written consent, unless Fidor is required by law to pass on such data and/or Fidor is using the services of a third party bound by the same duty of professional secrecy to enforce claims vis-à-vis the User.

For more information, please refer to Fidor Bank AG's data protection provisions. (<https://www.fidorbank.uk/documents/banking/Privacy%20Policy%20>).

14. Newsletter, advertising via e-mail

If the User has given his/her consent to be informed by Fidor on the latest news, particularly as regards product offers, improvements, special actions, etc. via e-mail (e-mail newsletter),

he/she shall be entitled to unsubscribe from this Newsletter at any time by sending an e-mail with the subject line "Unsubscribe" to hello@fidorbank.uk.

15. Amendments to this Usage Agreement

For the maintenance and improvement of its services, Fidor reserves the right to exchange, and/or exclude existing partners, and/or integrate new partners at any time. By using the offers provided to him within the framework of our services, the User shall not be entitled to derive the right to claim that Fidor's services or individual parts thereof be maintained.

Fidor reserves the right to change technical and/or commercial modalities of the services at any time, provided this does not result in any change of the main contractual obligations.

Fidor shall be entitled to change this Usage Agreement at any time. In such cases, Fidor shall inform the User about any amendments to this Usage Agreement in advance and in due time by e-mail and/or by making a reference thereon in the course of its services. If the User is informed by e-mail, any amendment to this Usage Agreement is deemed to be accepted if the User does not indicate his/her disapproval within six weeks after having received the notification of such amendment and/or ordinarily terminates this Agreement. In the course of the notification procedure on amendments to this Usage Agreement, Fidor will additionally inform the User on his/her possibility of objecting against such amendments and/or terminating this Agreement. It will moreover indicate the corresponding deadlines and legal consequences. If the User contests the validity of the new Usage Agreement within this period, Fidor shall be entitled to terminate the contractual relationship with the User by ordinary termination within a period of notice of 14 fourteen days.

16. Other provisions

The User shall be entitled to offset his/her claims against Fidor only under the condition that these claims have been acknowledged by Fidor and/or that these claims have been determined without further legal recourse in favour of the User.

If individual provisions of this contract, particularly of this Usage Agreement, become ineffective in whole or in part, the validity of the remaining provisions and/or parts of the provisions of this contract and/or this Usage Agreement shall remain unaffected. This invalid provision shall be replaced by the corresponding legal provision and/or – in the event that such legal provision does not exist – by a provision which Fidor and the User would have chosen by common accord had they known about the invalidity of the relevant provision. The same shall apply with regard to the filling of any loopholes.

Place of performance, compliance and jurisdiction shall be Munich, to the extent legally permitted.

This contract, including this Usage Agreement, shall be exclusively governed by the laws of the Federal Republic of Germany, under exclusion of all international and supranational legal provisions, particularly the UN Convention on the International Sale of Goods.

Part C: Bonus Programme

Preamble:

Within the framework of Fidor Bank's Bonus Programme, Users of the Fidor Community, Fidor Smart Account as well as Fidor Bank Customers may be entitled to receive Bonuses from Fidor Bank and its associated partners for their activities within the framework of the Community, their account, the use of offers on the part of Fidor Bank and/or Fidor's Partners. Currently, these Bonuses are exclusively credited on the Fidor Smart Account at Fidor Bank. They may be transferred from this account, if applicable, to other bank accounts. Currently amounts are credited in Sterling Pound. Additional currencies can also be credited. In case of transfers of non-Sterling Pound currencies, exchange transactions in accordance with the Schedule of Prices/ Schedule of bonuses may have to take place, if appropriate.

1. Utilisation of the Bonus Programme

Within the framework of the internet services under the URL https://banking.fidorbank.uk/mein_bonus, Fidor has an online service offer in form of a Bonus Programme that enables registered Users to participate. Payment of Bonus-related credits shall only be possible if the User has successfully completed his/her registration procedure in full. With this Bonus Programme, Users shall receive remuneration for their activities in accordance with Fidor's applicable Schedule of Bonuses ("Schedule of Prices / Bonuses"). For more information, please visit <https://www.fidorbank.uk/>.

By completing the registration process, the User submits a proposal for a contract regarding the use of Fidor Community services. Fidor indicates acceptance of such proposal by activating the User's access to the services.

The fact that the User completed an application form and sent it to Fidor does not mean that an Agreement has been established. Fidor shall be entitled to reject applications at its sole discretion without stating any reasons. The User shall not be entitled to demand participation in Fidor Bank's Bonus Programme. Fidor shall be entitled to reject a User's participation in the Bonus Programme at its sole discretion without stating any reasons

Participation in the Bonus Programme does not establish any contractual relationship between the User and any partner companies ("Partner") of Fidor. Should this be the case, Fidor shall act as representative of any such Partner.

Fidor shall not be liable for the correctness and/or completeness of any of the information provided by its Partners.

2. Services rendered by Fidor within the framework of the Bonus Programme

Within the framework of the activation of the Bonus Services by the User, Fidor will remunerate the User with Bonuses within the framework of its services (for determined activities in the Community, for example) which will be credited to his/her Fidor Smart Account. Bonus credit entries are currently made in Sterling Pound (or its respective successor currency). The User can find the accumulated balance of all his/her Bonus credit entries at https://banking.fidorbank.uk/mein_bonus.

Fidor will inform the User in from time to time time of the various Bonus opportunities based on his/her internet usage behaviour. For a detailed description of these Bonus possibilities, please go to https://banking.fidorbank.uk/mein_bonus.

Fidor shall be entitled to give special credits without prior notification to the User (e.g. in form of an 'Opening Balance' credits), at its own discretion. These credits do not give rise to any claim that entitles the User to the right of equal treatment as regards other Users.

All of the above mentioned services are currently free of charge for Users.

This Bonus compensation is subject to Fidor's currently applicable Schedule of Prices. For more information, please visit <https://www.fidorbank.uk/dokument-center/dokumente>

3. Details of the Bonus Programme

Individual Bonus credits can be found at <https://banking.fidorbank.uk/smart-account>, including the reasons and/or transactions that gave rise to such Bonus credits.

In case of any violation of the Community Usage Agreement Provisions (particularly Section 7) by the User, Fidor shall be entitled to cancel Bonus credit entries without having to inform the User by a separate notification.

The Bonus credits that Fidor has notified to the User pursuant to Section 2 shall be deemed to be correct unless an objection against such Bonus credits is lodged by the User in writing or in electronic form within a period of 10 days of notification. Fidor's right to cancellation pursuant to Section 3 Point 2 shall remain unaffected by this provision.

4. Details regarding the payment/distribution of Bonuses

Payments of Bonus credits shall be exclusively to the User's Fidor Smart Account.

If the User fails to activate his/her Fidor Smart Account, Bonuses that have been credited which have not reached the minimum payment limit of 10.00 Sterling Pound or for which no payment application by the User has been presented shall come under the statute of limitations.

Any costs arising in connection with the payment of Bonus-related credit balances shall be borne by Fidor. This does not apply, however, to any fees arising in connection with third-parties.

Users can find more information as regards the application and execution of the payment of Bonus-related credit balances under the URL <https://banking.fidorbank.uk/smart-account>.

5. Special contractual conditions regarding the 'Desired Product' element

Subject matter of the contract

This Contract for the use of the Community and the Bonus Programme comprises – in addition to other elements – the 'performance-related promise of a reward' in terms of Bonuses payable for so-called 'Product Suggestions' that Users post on the Community and are put into practice by Fidor Bank. Fidor Bank shall be entitled, but not obliged, to offer this award category on a permanent basis.

a) Legal nature of this performance-related promise of a reward

This reward is a binding promise pursuant to Section 657, BGB. This non-public promise is only for existing members of the Fidor Bank Community that are fully registered. Simple registration with the Community is not sufficient, even though non-legitimised Users have the possibility to post Desire Products on the Community (see also Terms of Use of the Community).

b) Conditions for this performance-related promise of a reward

The conditions for this reward can be exclusively found in the logged-in area on the “My Bonus“ page under: *“Each innovative product idea that is put into practice by Fidor Bank after a thorough discussion in the Community“*. The text about this ‘performance-related promise of a reward’ is to be understood as meaning that the idea has to be an innovative product idea (definition of innovative = novel/pioneering//advanced, i.e. in this form and/or in a similar form not yet in the market) so as to substantiate a Bonus entitlement at all. The entitlement for a reward is only granted if the Desired Product is actually implemented by Fidor Bank.

(Obsolete) statements in product brochures, interviews, etc. regarding the terms and conditions of Bonus Payments for Product Suggestions shall not be considered as applicable in this context. It is settled case law that advertising messages in product brochures, interviews etc. are not performance-related promises. According to standard case-law, these statements do not become integral part of the present contract so that there is no possibility to invoke (obsolete) Fidor Bank statements in product brochures or interviews regarding the conditions of Bonus Payments for Product Suggestions in order to derive the right to receive a Bonus Payment for an implemented Desired Product.

c) Bonus Payments according to the currently applicable Bonus Schedule

In accordance with Fidor Bank’s General Terms and Conditions as well as the conditions set forth in the “performance-related promise of a reward” text under “My Bonus“, the Bonus Schedule applicable at the time the relevant proposal goes live shall be decisive, i.e. not the Bonus Schedule applicable at the time the proposal was posted on the Community.

d) Revocation of and/or amendment to the conditions for this ‘performance-related promise of a reward’

Due to the fact that the reward is unilaterally binding on Fidor Bank, Fidor Bank shall be entitled to revoke and/or amend the relevant conditions at any time. On the part of Fidor, revocation and/or amendment of the conditions for this reward, including the promised maximum amount, shall be possible at any time until the act is undertaken pursuant to Section 658, Sub-section 1, BGB (= completion of the act; this means the day of implementation, i.e. the day on which the corresponding Desired Product goes live).

This declaration of revocation and/or amendment pursuant to Section 658, Sub-section 1, BGB is not a declaration of intent which becomes only complete upon receipt by the other party. In other words, the declaration does not have to be personally sent to the User. For the declaration of revocation and/or amendment to become legally effective, Users do not have to have any knowledge as far as the amendment of conditions is concerned. Any revocation or amendment of the text about the promise of a reward and/or the Bonus amount will be published on “Mein Bonus – My Bonus“. Personal notification of Users shall not be required. Moreover, revocations and/or amendments shall not be bound by determined reasons or explanations but rather be at Fidor Bank’s free disposition in its function as the one promising the reward.

Basically, Fidor Bank’s employees shall be entitled to participate in this procedure provided that their proposals regarding improvements and Desire Products are not part of their direct obligations as employees of Fidor Bank.

Definitions

a) “Innovative product idea“

Innovative shall mean “novel/pioneering/advanced“. It is not sufficient to compare Fidor Bank’s product line-up with the product line-up of other companies in the finance services industry (insurance, banking, payments, securities, etc.) and suggest that a product already existing in the market should be added to Fidor Bank’s product line-up. To qualify for the

Bonus reward a completely new product idea must be presented that is not yet available in the market and is then subsequently implemented by Fidor.
The Fidor Bank Jury will have sole discretion over whether an innovative product idea qualifies for a Bonus.

b) Which other proposals/ideas are entitled to a Bonus?

Apart from innovative product ideas (see definition under point 2a), without acknowledging any legal obligation the following product improvement ideas may also be entitled to a bonus:

- Product or service improvement proposals (e.g. within the framework of customer service processes),
- Features (e.g. the improvement of the functions of existing products, including the Bank's Community and online presence as a whole),
- Observations or suggestions relating to potential product or service errors.

These ideas, if accepted and implemented, will receive a significantly lower Bonus payment than full-fledged innovative new product idea. The Fidor Bank Jury will have sole discretion over whether a product improvement idea qualifies for a Bonus.

All Bonuses are set out under the Schedule of Bonuses which can be found at <https://www.fidorbank.uk/document-center/documents#pricelist>

c) The Fidor Bank Jury - Decisions regarding the amount of the Bonus payment

The decision to make a Bonus payment and the amount of the Bonus payment shall be solely decided by a Jury composed by two members of Fidor Bank's Board of Managing Directors as well as two further Fidor employees pursuant to the criteria set forth under Points 2 b) and c). In addition this decision to award a Bonus shall be taken according to the following criteria:

- (1) Degree of innovation:** Is the proposal novel and pioneering? Are there any comparable or similar proposals already in the market?
- (2) Benefit for Customers:** Does the proposal have a money-saving benefit for our Customers? Is it a service that improves our customers lives?
- (3) Benefit for the Bank:** Does the proposal result in a material simplification of a process? Does it put Fidor Bank in a position to achieve higher revenues through higher transaction volumes? Does it represent a competitive advantage over the Bank's competitors?

Fidor is not required to set the amount of the Bonus in advance. Fidor Bank reserves the right to determine the amount of the Bonus payment at its own discretion after the product idea is implemented. Fidor Bank shall be entitled, but not obliged, to determine the payment of the Bonus amount in its own discretion in accordance with Section 315, BGB

d) Two or more Product Suggestions suggestions of the same type/or significance

If several Users post suggestions of the same type, only the User that first posted his/her suggestion shall be eligible for the corresponding Bonus. In all cases, the Fidor Bank Jury shall solely decide if the Bonus is to be paid, or in the event of simultaneous suggestions, how a Bonus should be distributed among the Users.

Cancellation of Bonus Payments for implemented Desire Products

In the following instances, Fidor Bank shall not be obliged to make Bonus Payments for an implemented Desire Product:

a) Due to the fact that this is an integral Agreement on the Utilisation of the Community and the Bonus System that, among other things, comprises a 'performance-related promise of a

reward', this entitlement to Bonus Payments for an implemented Desired Product shall not apply if the Users that originally posted the Desired Product is no longer a User of the Community when the Desire Product is implemented by Fidor Bank (e.g. due to his/her termination of the Agreement and/or an ordinary or extraordinary termination of the User on the part of Fidor Bank, etc.).

b) If between the postings of the product proposal and the implementation on the part of Fidor Bank more than 24 months have passed.

c) If the Users posts ideas by the Bank and/or other Users as his/own Desire Product ideas on the Community from which he/she became or could become aware in advance either due to postings by Bank or other Users on the Community or due to other events in which Fidor Bank or other Users participated.

Fidor Bank shall be entitled to withdraw this Desired Product category at any time. Product Suggestions posted until this point in time shall be treated in accordance with the above mentioned terms and conditions for a period of 12 months after the Desire Product has been posted.