

# PRE-CONTRACTUAL INFORMATION AND INFORMATION BOOKLET PRIOR TO CONCLUDING THE PAYMENT SERVICES CONTRACT

## AQUA DEBIT CARD

This document contains the Pre-contractual information and the Prior General Information of the Aqua Debit Card contract (hereinafter, the Card) in accordance with the provisions of the Ministerial Order ECE/1263/2019, on the transparency of information conditions applicable to payment services, and Bank of Spain Circular 5/2012, on the transparency of banking services and responsibility in the granting of loans.

The information highlighted in bold is especially important, in accordance with Circular 5/2012

### 1. ON THE PAYMENT SERVICE PROVIDER

#### 1.1 Details and registration

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

Address:

Plaza San Nicolás, 4 - 48005 BILBAO.

Phone number:

900 102 801

Website address:

[www.bbva.es](http://www.bbva.es)

Registered in the Biscay Commercial Register, Volume 2083, Folio 1, Sheet BI-17-A, Entry 1

#### 1.2 Supervisory Authorities:

Banco de España (Registro 0182)  
Comisión Nacional del Mercado de Valores [Spanish National Securities Market Commission]

### 2. ON THE USE OF THE PAYMENT SERVICES

#### 2.1 Main characteristics:

##### **DEBIT CARD.**

**The Holder may specify that the card be physical or virtual. The Card can be used for all or some of the following transactions:**

- a) **Withdrawing cash on debit at ATMs and at branches of the Bank and of banks that allow it, from the Direct**

**Debit Account, provided.**

- b) **Paying for goods or services at any of the establishments (physical or virtual) that are members of the VISA/MASTERCARD system, depending on the type of card issued.**
- c) **To make online payments with the Card, the Account Holder must consult the details pertaining to the card number, expiration date and CVV via the BBVA website or mobile app.**

#### 2.2 Conducting transactions. Consent.

To withdraw money or pay with the Card in physical establishments, you must present the Card and enter your personal identification number (PIN).

The Card's contactless technology can be used to pay or withdraw cash with the Card without having to enter the PIN for transactions under 50 euros.

For online store purchases, you must identify yourself in the manner indicated by the Bank, enter the security password and follow the procedure specified by the Bank.

#### 2.3 Execution period

The transactions will be charged to the Direct Debit Account on the date on which they were executed.

## 2.4 Transaction limits.

The daily limit for cash withdrawals will be 200 euros. The purchase limit will be determined by the balance in the Direct Debit Account and up to a maximum of 200 euros per day. The Holder and the Bank may modify the initially specified limits. The monthly limit for collecting lottery and gambling prizes is ten thousand euros.

2.5 To sign up for the card, you do not need to purchase any other related services, although the Holder must have an account open in the bank from which to direct debit the transactions (Direct Debit Account).

## 3. ON COSTS AND INTEREST AND EXCHANGE RATES

The applicable fees for using the card may be:

- a) **Debit card issue and maintenance fee: 0 euros.**
- b) **Fee for issuance of duplicates: 4 euros.**
- c) **Fee for using the card outside the Eurozone: 3% applicable to the exchange value in euros.**
- d) **Fee for withdrawing cash on debit by card at ATMs: Payable for each transaction of this kind depending on how and where it is carried out.**

Fees for debit card cash withdrawals at ATMs	%	Minimum €
ATMs of the BBVA Group in Spain	0	0€
ATMs of banks other than the BBVA Group in Spain	Note 1	Note 1
ATMs outside Spain	4,50%	3,00€

(1) When withdrawing cash on debit by card at an ATM belonging to a bank other than the BBVA Group in Spain in euros, BBVA will charge the same amount as the fee that the bank which owns the ATM charges BBVA. You will be informed of this amount by the bank that owns the ATM before the cash withdrawal.

Fees for debit card cash withdrawals in branches	%	Minimum €
Branches of the BBVA Group in Spain	0	0€
Branches of other banks in Spain and the EU (in €)	3,00%	2,40€
BBVA Group branches (non-€) and other banks outside Spain (non-€)	4,00%	2,40€

### e) Fee for viewing banking information at ATMs:

- **BBVA in Spain: €.**
- **Non-BBVA and EU: 0.60 euros.**

## 4. ON COMMUNICATIONS

- In order to make purchases in online stores, the holder must identify himself in the manner indicated by the Bank, enter the security password and follow the procedure specified by the Bank.
- Communication Channels: The Bank may send any communication to the holder pursuant to the contract using the means agreed with the Bank (online or email, or by post).
- Bank alerts and notifications: the Bank may send - by SMS or other online or electronic means - notifications, alerts and any type of information relating to the execution of the contract or to the transactions.
- In addition, every month the Bank will send the holder information on the transactions carried out using the Card in the statement for the Direct Debit Account.
- At any time during the contractual relationship, the Holder may request the Card contract and this Brochure at any BBVA branch.

**Language regime: The information and the contractual terms will be communicated to you in the language in which this document is written.**

**During the term of the agreement we will communicate with you in the language in which you sign the agreement**

## 5. ON THE RESPONSIBILITIES AND REQUIREMENTS REQUIRED FOR REFUNDS

### 5.1 Measures to be taken by the Holder to ensure the security of the Cards.

The Holder and other users of the cards issued pursuant to the card agreement shall take the following measures to ensure the security of the cards:

- a) Safeguard the card provided and keep it in good condition.
- b) Take reasonable measures to protect your personal security credentials: personal identification number (PIN), any passwords to access and manage the online services and passwords provided by the Bank for signing payment transactions.
- c) Refrain from writing down the PIN and/or passwords of the Card in any document which accompanies it and from using, as a PIN and/or passwords, the details or dates included in documents normally used by said Holder.
- d) Notify the Bank of any loss, theft or copying of the Card or misappropriation of the PIN and/or passwords without undue delay as soon as they become aware of it, at any of the Bank's branches during customer service hours or via the phone numbers shown on the Card.

### 5.2 Notify the Bank of any unauthorized transactions or incorrectly executed payment transactions.

The Holder must notify the Bank as soon as they become aware of the posting of any unauthorized transaction to the Direct Debit Account of the Card without undue delay at any branch of the Bank during customer service hours, on the BBVA app or website, or via the phone numbers shown on the cards, and in any case within a maximum period of thirteen months after the date of the debit entry.

### 5.3 Liability of the Bank in the event of unauthorized payment transactions.

If an unauthorized payment transaction is carried out, the Bank will refund the amount of the unauthorized transaction.

### 5.4 Liability of the Holder in the event of unauthorized transactions.

The Account Holder will be liable for losses arising from unauthorized payment transactions made with the Card up to a maximum of 50 euros.

The Holder will be liable without any limitations in the event of fraud or gross negligence on their part in meeting their obligations as respects the security credentials and

safekeeping if this situation is not reported to the Bank without delay.

### 5.5 Blocking the Card.

The Bank reserves the right to block the Card on objectively justified grounds related to the security measures taken for the correct functioning of the Card, the suspicion of unauthorized or fraudulent use thereof and/or if its use could entail a significant increase in the risk that the payer may be unable to meet the payment obligation. In these cases, BBVA will inform the Holder of this in advance, and if that is not possible, immediately after the Service is blocked, unless the communication of said information is compromised for objectively justified security reasons or is contrary to any other regulatory provision.

## 6. ON THE DURATION, AMENDMENTS AND TERMINATION OF THE FRAMEWORK CONTRACT

The duration of this contract is indefinite. The Holder can ask the bank to cancel the contract at any time, which the Bank must do within 24 hours.

The Bank may cancel the contract by providing two months' notice. After giving the Holder two months' notice, BBVA may change the interest rate, fees, expenses and other conditions contained in the Contract, as well as include new ones.

The Holder shall be deemed to have accepted the modifications if he/she does not notify the Bank of his/her objection before the proposed date of entry into force. In this case, the Holder shall have the right to terminate the contract at no cost and with effect from any time prior to the date on which the modification would have been applied.

Any modifications that are unequivocally more favorable to the Holder shall be applied immediately.

## 7. ON THE APPLICABLE LAW, JURISDICTION AND CLAIMS PROCEDURE

7.1 This document is governed by Spanish Law, and specifically by Royal Decree 19/2018, on payment services and other urgent financial measures, by Ministerial Order ECE/1263/2019, on the transparency of the information conditions applicable to payment services, and by Bank of Spain Circular 5/2012, on the transparency of banking services and responsibility in the granting of loans.

If the Holder is not a consumer or a micro-enterprise, Ministerial Order ECE/1263/2019, on the transparency of the information conditions applicable to payment services, and Bank of Spain Circular 5/2012, on the transparency of banking services and responsibility in the granting of loans, do not apply.

7.2 Any dispute in relation to the contract shall be resolved by Spanish judges and courts.

7.3 Relating to the resource: Existence of and access to procedures

The Holder has access to Customer Service channels, which will handle any claims or complaints he/she may have:

Customer Service.  
P.O. Box 1598  
28080 Madrid  
servicioatencioncliente@grupobbva.com

Should the Holder disagree with the decision made by Customer Service, they may appeal to the Consumer Ombudsman:

Apartado de Correos 14460. 28080 Madrid.  
defensordelcliente@grupobbva.com

Before addressing the Consumer Ombudsman, you must send a complaint to Customer Service.

BBVA has a set of Regulations for the Customer Defense Service, which can be requested at any BBVA branch or via the website BBVA.es in the Customer Service links.

The maximum period for settling claims and complaints is 15 working days. This period may be extended to one month for reasons beyond the control of the Bank, in which case the Holder will be informed of this.

If after this period, and having exhausted the various instances provided by BBVA, the case has not been settled or the Applicant disagrees with the final decision on their claim or complaint, they will be able to address the:

Servicio de Reclamaciones del Banco de España.  
Calle Alcalá nº 48.  
28014 Madrid.

## 8. OTHER IMPORTANT LEGAL ASPECTS

- **Right of withdrawal: No**, unless the card application is filed through the BBVA app, website or Contact BBVA. The deadline for exercising the right of withdrawal is 14 days. The period commences on the day this contract is signed. However, if the contractual conditions and the corresponding contractual information have not been received before that day, the period for exercising this right will commence on the day when said information is received.

The Holder must provide the bank with the notification by any means permitted by law. The time limit is deemed to have been met if the notification, on paper or any other durable medium available and accessible to the bank at any BBVA branch, is sent before the time limit expires.

This information on the product indicated at the top of this document does not mean that the Bank has granted it nor does it constitute a binding offer.

**VERY IMPORTANT.**

**If you have any queries or require any clarification, it is essential that you consult your BBVA branch and do not sign the agreement for the product or service.**

In accordance with the declaration of the needs and financial situation received from the Applicant/s, the Bank has provided you, prior to this agreement, with sufficient information on the various products offered in order for you to understand the characteristics thereof and to decide on purchasing the product considered best suited to your interests.

Likewise, the Bank has let you know that you can check information regarding the fees and most common interest rates for the most frequent transactions carried out between BBVA and its individual customers during the last quarter at any BBVA branch, on its website ([www.bbva.es](http://www.bbva.es)) and on that of the Banco de España ([www.bde.es](http://www.bde.es)).

During this product's/service's contract process the Bank has not provided you with any advisory service on banking matters, and consequently it has not issued any personalized recommendation on the basis of your financial situation with regard to the product/service referred to herein, nor has it presented the product/service as being suited to your profile, which the applicant/s acknowledge and accept.