

General terms and conditions „FINTECHOS current account“

1. Scope of application

1.1

These General Terms and Conditions (“AGB”) are applicable for all the banking services of FINTECHOS Bank GmbH

(“FINTECHOS”, “we”), which you (“End user”, “You”) can use via the application of the mobile App named “FINTECHOS” (“App”) or

via the online interface provided by FINTECHOS GmbH that can be accessed under <https://app.FintechOS.com> (“Online

Interface”). Additionally, the following conditions are also applicable, insofar as they do not contradict the

provisions of these General Terms and Conditions.

- Basic pre-contractual information
- Depositor information
- General Business Conditions - Basic Rules Governing the Relationship Between the Customer and the Bank
- Terms and Conditions for Credit Transfers;
- Terms and Conditions for payments by direct debit under the SEPA Core Direct Debit Scheme;
- Terms and Conditions for “FINTECHOS Mastercard” for private and business MasterCard debit cards;
- Terms and Conditions for an Additional “FINTECHOS MasterCard”;
- Terms and Conditions for Credit Transfers
- Terms and Conditions for eBanking Transactions
- General Terms and Conditions for Payments by Direct Debit under the SEPA Core Direct Debit Scheme
- Terms and Conditions for Private and Business MasterCard Debit Cards
- Special Conditions for Digital Account Statements
- Price list

1.2

The supplementary terms of use, which you can view below are applicable for the use of the App and the

Online Interface (“End Customer interfaces”).

2. Object of service

2.1 Current account

The object of service is the maintenance of a current account and the provision of a virtual FINTECHOS MasterCard

(“Account”). You can operate and manage the account via the end Customer interfaces. The prerequisite is a

smartphone that is linked to the account, which fulfils the respective minimum requirements for the operating

system (IOS/Android) and our FINTECHOS app version. (Currently supported versions and further information can be

found in the FINTECHOS Support Center). Due to security reasons we are forced to discontinue our service for any

out-dated versions of the respective operating system and out-dated versions of the FINTECHOS app version. We will

notify you eight weeks before we stop supporting a version of the respective operating system and invite you to

update your software during that period of time.

The current account contract includes the following services in detail:

- Account Management
- Payments at ATM's
- Transfers
- Standing Orders/Debit Orders
- Debit Notes (direct debits are excluded in the Customer order)
- Virtual FINTECHOS MasterCard

The Client also has the right to request the Bank to provide the optional premium memberships FINTECHOS Smart,

FINTECHOS You, FINTECHOS Metal, FINTECHOS Business, FINTECHOS Business Smart, FINTECHOS Business You and FINTECHOS Business Metal within the

limits and conditions set out in paragraphs 7.6 - 7.8.

2.2 Payment operations

The account is used for the processing of payment transactions and the processing of card revenues from the

linked (virtual) MasterCard.

2.3 Availability of positive balance

The credit balance on the account is payable on a daily basis. The account is managed on a current account

("open account") basis. The account is managed as a credit account. Please note the possibility of an overdraft

due to staggered synchronisation processes (Clause 11). Furthermore, an overdraft credit contract subject to

your credit rating can also be concluded with us separately.

2.4

The transaction limit stipulated for the cash service is applicable within your credit limit that you may access via

the FINTECHOS Support Center As a rule, changes to the applicable limit will be agreed separately with you.

2.5

You will not receive any interest on the account balance.

2.6

The CASH26 feature is described under Cause 7.4.

2.7

The FINTECHOS Invest feature is described under Clause 7.5.

2.8

The FINTECHOS Premium Memberships FINTECHOS Smart, FINTECHOS You and FINTECHOS Metal are described under Clause 7.6.

2.9

The FINTECHOS Business feature is described under Clause 7.7.

2.10

The FINTECHOS Premium Memberships FINTECHOS Business Smart, Business You and Business Metal are described under

Clause 7.8.

2.11

The Top Up Feature by Stripe is described under Clause 7.9.

2.12

The Automatic Billing Program by Mastercard is described under Clause 7.10.

2.13

What is considered to be a “Premium Member” is described under Clause 7.11.

3. Account opening

3.1

You can open an account if you are at least 18 years old, have a smartphone, on which the Apps mentioned

under Clause 3.2 can be installed and used, and you reside in one of the countries specified on the FINTECHOS

Website and you do not yet opened an account with us. The opening of multiple accounts is not permitted. The

opening of an account is only permissible for a natural person. If any identifiable business turnover is transacted via the private current account – with the exception of the regulation in Clause 7.8 - we have the

right to terminate the account with an appropriate notice period.

3.2

If you would like to open an account via the App, you must first download it. (Please find information on this in

the FINTECHOS Support Center)

3.3

To open an account via online interface, please visit the website: <https://www.FintechOS.com>.

3.4

After opening the installed App or the online interface, a registration process begins, during which you can

electronically request the opening of an account.

3.5

By submitting an electronic account opening application to FINTECHOS, you are submitting a binding offer to conclude

a contract for the provision of an account with the functions described under Clause 2 of these General Terms

and Conditions.

4. Identity verification, conclusion of contract

4.1

We are legally obliged to verify your identity prior to the opening of an account. You have the following options:

Identification via PostIdent process by the employees of Deutsche Post AG ("Deutsche Post") (please find more

information on this in the FINTECHOS Support Center)

Video chat based identification by the employees of IDnow GmbH, Fuerstenstrasse 15, 80333 Munich ("IDnow"),

(please find more information on this in the FINTECHOS Support Center)

Personal identification checks may be carried out by our employees in exceptional cases.

4.2

A contract for the provision of an account with the functions described under Clause 2 of these General Terms

and Conditions is concluded when we confirm that we have set up an account for you ("Contract"), either via

SMS, e-mail or in any other mode of direct communication.

5. Revocation policy

Revocation right

You can revoke your contract declaration within 14 days without justification in text form (e.g. e-mail).

The notice period begins upon receipt of this instruction on a durable data carrier, but not prior to contract conclusion and not before the fulfilment of our information duties as per Article 246b § 2 (1) in conjunction with § 1 (1) Number 7 to 12, 15 and 19 as well as Article 248 § 4 (1) EGBGB [Introductory Act to the German Civil Code]. A timely dispatch of the revocation is adequate for safeguarding the revocation deadline. The revocation must be sent to:

FINTECHOS Bank GmbH

Rungestr. 22 (3. Hinterhof)

10179 Berlin

E-Mail:

terms@FintechOS.com

Revocation consequences

In the event of effective revocation, the services received by both parties must be returned and, if applicable, benefits drawn from the services (e.g. interests) must be surrendered. If you exceed the permitted overdraft amount, we may demand neither costs nor interest beyond the repayment of the amount of the excess if we have not properly informed you of the conditions and the consequences of exceeding the overdraft (e.g. applicable borrowing rate, costs). You are committed to pay compensation for the services provided until the point of time of revocation, if this legal consequence was already conveyed to you prior to the submission of your contract declaration and you have explicitly agreed that we shall begin with the execution of return service prior to the end of revocation deadline. If there exists an obligation for the payment of compensation, then this can lead to the situation that you are still bound to fulfil the contractual payment obligations for the time period up to the revocation. Your right of revocation shall expire prematurely if the contract has been fulfilled completely from both parties upon your explicit request, before you have exercised your right of revocation. Obligations to reimburse payments must be fulfilled within 30 days. The term begins with the dispatch of your revocation declaration on your part, whereas on our part, it starts at the point of time in which we receive the documents.

Special instructions

After the revocation of this contract, you are no longer bound by any other contract that is linked to this contract, on the condition the linked contract concerns a service provided by us or by any third party based on the agreement between us and the third party.

END OF REVOCATION INSTRUCTION

6. Language of contract and communication

6.1

English is the language of the contract and communication.

6.2

Information and declarations, which concern your contractual relationship with us on the basis of these

General Terms and Conditions or which are related to the same, should be sent to the following address, unless

specified otherwise in these General Terms and Conditions:

Email:

Support@FintechOS.com

Phone:

+49 (0) 30 364 286 880

Address:

FINTECHOS Bank GmbH, Rungestr. 22 (3. Hinterhof), 10179 Berlin

6.3

Please always use your registered email address for submitting legally binding declarations with FINTECHOS.

7. Use of account

We identify you as an account holder authorised for making payments with the help of payment authentication

instruments.

7.1 Linked smartphone as authentication instrument

The combination of a smartphone that is initially linked to your account and has a personalised security feature

is used as an authentication instrument. You can only release the payment transactions with this combination.

You will receive detailed information about the linking of smart phones in the FINTECHOS Support Center.

7.2 Personalised security features

A unique combination of e-mail address and password, which you can set up yourself while opening an account

and with which you can log on to the end user interfaces and set a PIN that enables you to release payment

transactions upon request ("Personalised security feature") operates as personalised security feature. You can

set this PIN yourself by following the process described in the FINTECHOS Support Center.

7.3 Credit transfers and direct debits

Credit transfer orders and direct debits can be issued exclusively in Euro to SEPA accounts. The general terms

and conditions for credit transfers and payments by direct debit under the SEPA core direct debit scheme

apply.

7.4 CASH26

The CASH26 feature enables you, the end Customer, to withdraw cash from your current account or deposit

cash into your current account at branches of selected retail partner companies (e.g. supermarkets) in Germany. This feature is provided in cooperation with Barzahlen (Cash Payment Solutions GmbH) and payment

service provider Grenke Bank AG. FINTECHOS reserves the right to adjust these limits at any time. Barcodes that were

generated by the Customer are valid for a limited period of time. Barcodes that have expired or have been

deleted by the Customer can no longer be utilised for CASH26.

Because not all partner companies in the Barzahlen-network provide the CASH26 service, transactions may only

be made in branches that are displayed in the "CASH-Map". The CASH-Map can be retrieved within the FINTECHOS App.

For regulatory reasons, deposits and withdrawals may only be made by the respective account holder and not

by any third parties. The final decision on the processing of deposits and withdrawals is dependent on the

availability of cash in the respective branch.

The details on the fees and limits applicable to the withdrawal and deposit with CASH26 are included in the

price list.

7.5 FINTECHOS Invest

The FINTECHOS Invest feature enables you to instruct FINTECHOS via the FINTECHOS App with the brokerage of shares (execution

only) in investment funds in line with § 1 Paragraph 2 KAGB of the portfolio structures ("Modellportfolios")

predefined by vaamo Finanz AG. In order to do this, you must submit the brokerage order to FINTECHOS and open a

securities account with the FIL Fondsbank GmbH. You can find further information in the Terms and Conditions

of FINTECHOS Bank GmbH for the Product "FINTECHOS Invest".

7.6 FINTECHOS Premium Memberships: FINTECHOS You, FINTECHOS Smart, FINTECHOS Metal

Upon opening the Account or at a later moment, the Client has the right to upgrade to an "FINTECHOS Smart", "FINTECHOS

You" or "FINTECHOS Metal" premium account in accordance with the respective terms and conditions governing these

Premium Accounts.

The purpose of these Premium Memberships is the provision of special benefits to the Premium Member. The

respective contractual services of the FINTECHOS Bank GmbH ("FINTECHOS") are expressly described in the Terms and

Conditions of FINTECHOS for the respective Premium Membership.

7.7 FINTECHOS Business

The purpose of FINTECHOS Business is the provision of a Business-MasterCard-debit card, which you can opt to use

solely for business purposes. An FINTECHOS Business-MasterCard-debit card may only be applied for and used by

self-employed natural persons (e.g. freelancers and the self-employed). Use of the Business-MasterCard-debit

card is permitted solely for business expenses. Payments made with the card will be debited directly from your

FINTECHOS account, which, when used in conjunction with the FINTECHOS Business-MasterCard-debit card, must also be used

predominantly for business purposes.

FINTECHOS reserves the right to enquire at any time about the nature of the business use of the FINTECHOS Business card

and account, as well as about your profession and industry. Independent goods traders are excluded from FINTECHOS

Business.

7.8 FINTECHOS Premium Memberships: FINTECHOS Business You, FINTECHOS Business Smart, FINTECHOS

Business Metal

Upon opening the Account or at a later moment, the FINTECHOS Customer who has an FINTECHOS Business Account has the

right to upgrade to a “FINTECHOS Business Smart”, “FINTECHOS Business You” or “FINTECHOS Business Metal” Premium Account in

accordance with the respective terms and conditions governing these Premium Accounts.

The purpose of these Premium Memberships is the provision of special benefits to the Premium Member. The

respective contractual services of the FINTECHOS Bank GmbH (“FINTECHOS”) are expressly described in the Terms and

Conditions of FINTECHOS for the respective Premium Membership.

7.9 Top Up Feature by Stripe

The Stripe Top Up Feature (“Top Up Feature”) is a service provided by our partner Stripe Payments Europe Ltd.

(“Stripe”), The One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland. The Top Up Feature provides an easy

method for new customers to add funds to their accounts instantly. For this purpose personal data are transmitted to Stripe. You can find further information in our Privacy Policy. The Top Up Feature is provided to

eligible customers and is entirely voluntary and free of charge.

7.10 Automatic Billing Program by Mastercard

The Automatic Billing Updater (“ABU”) is a service provided by our partner Mastercard Europe S.A., 198/A

Chaussée de Tervuren, 1410 Waterloo, Belgium (“Mastercard S.A.”), which automatically updates information

concerning your Mastercard to third party services you use and to which you subscribed with your Mastercard.

By doing this ABU allows you to forgo an update of your account data to third parties by yourself. Thereby ABU

aims to reduce preventable card-not-present declines by changes of stored payment account information. For

this purpose your personal data are transmitted to Mastercard S.A. You can find further information in our

Privacy Policy. The service is free of charge.

7.11 "Premium Member(s)"

For the purpose of these Terms and Conditions as well as for all other Terms and Conditions referenced to

"Premium Member(s)"; "Premium Membership" as well as "Premium Account" shall include the respective

FINTECHOS Account that has an active FINTECHOS Smart-, FINTECHOS You-, FINTECHOS Metal- or an active FINTECHOS Business Smart, FINTECHOS

Business You- or FINTECHOS Business Metal-Membership. Each FINTECHOS Account Holder is only entitled to have one

Premium Membership; the applicability of the General Terms and Conditions of another Premium Membership

tier is excluded. The Premium Member can only make use of those services that have been contractually granted to her / him in the respective General Terms and Conditions that have been agreed upon account

opening or at a later stage. If the term "Premium Member" is also referred to in the General Terms and Conditions of a higher Premium Membership tier, this is only for better readability. A Premium Member with a

FINTECHOS Smart membership does not benefit from the contractual services of a Premium Member with an active

FINTECHOS You or FINTECHOS Metal membership; a Premium Member with a FINTECHOS You membership does not benefit from

the contractual services of a Premium Member with an active FINTECHOS Metal membership. The preceding applies to

the corresponding FINTECHOS Business account holders.

Further, "Premium Card" shall refer to the respective FINTECHOS MasterCard-debit-card as described in the respective

General Terms and Conditions of the respective Premium Membership tier.

8. Non-disclosure of personalised security features; secure storage
of authentication instrument

You must maintain secrecy concerning your personalised security features and safely store your authentication

instrument. Personalised security features and authentication instrument must be protected from access by a

third party.

9. Costs and payment

Remunerations for our services and any expenses to be reimbursed by you are provided in our pricelist, which

can be retrieved via the FINTECHOS website. Insofar as the remunerations become due, we calculate these on a

quarterly basis and debit them from your account at the end of every quarter, insofar as not otherwise disclosed or stated in the price list.

With respect to overdrafts from your account balance, we calculate the interest on the amount that has been

overdrawn as per the stipulation of Clause 11.2, unless a separate overdraft credit agreement has been agreed

between you and us.

9.1 Deposit Fee for Account Balance¹

9.1.1 The Customer pays a fee as set out in the List of Prices and Services for the custody of funds on the account ("Deposit fee").

9.1.2 The custody balance is calculated on the basis of the accurately calculated end-of-day balance, which is

the sum of the balance on the main account and all Spaces ("Deposit balance"). The end-of-day balance contains all value dates posted until the end of the day according to the regulation of value dates.

Correction

bookings and reversal entries which the Bank is executing in retrospect are included in the calculation of the

Custody fee.

¹ Clause 9.1 only applies to customers who opened an FINTECHOS Bank account after 19.10.2020.

9.1.3 The month is counted with 30 days, the year with 360 days.

9.1.4 The Deposit fee is calculated by the Bank retrospectively each month on the amount which exceeds the

allowable deduction from the custody balance and only considering the days on which such limit has been

exceeded during the month of reference. The Deposit fee is rounded up on two decimal places in accordance

with standard commercial practice.

9.1.5 Insofar as not otherwise disclosed the incurred Deposit fee becomes due on a current account with the

issuing of the periodic balance statement, is reported on the balance statement and debited from the account.

9.1.6 In the case that the Bank has waived to levy a Deposit fee partly or totally, the Customer is not entitled to

such a waiver prospectively.

10. Costs for mobile radio and data transfer

You may incur additional costs for the data transfer depending upon the tariff agreed with your telecommunication provider. These costs must be borne by you and will be invoiced to you by the telecommunication provider.

11. Overdraft of the account and consequences

11.1 Account balance

Payment transactions are permitted only within the scope of the credit balance available on the account.

Payment transactions initiated by you that exceed the credit balance available in the account can be rejected.

11.2 Interest for account overdraft

If you have overdrawn your account balance, we shall calculate the interest on the overdrawn amount ("Account overdraft interest"). Unless a separate overdraft credit contract has been concluded with us, the

current rate of interest from the overdraft credit agreement is applicable for all overdrafts of your account up

to the amount of overdraft limit granted.

If no overdraft credit contract has been concluded, we have agreed upon a variable borrowing rate ("account

overdraft borrowing rate") for the overdrawn amount equal to 8.9 percentage points above the respectively

applicable interest rate for main refinancing companies of the European Central Bank (hereinafter mentioned

as "Reference interest rate"). No additional processing fee is charged.

The changes to the account overdraft interest rate depend upon the development of the reference interest

rate. This reference interest rate is determined by the governing council of the European Central Bank and is

published in its official interest rate statistics. The governing council of the European Central Bank is currently

deliberating every 6 weeks as planned whether the reference interest rate needs to be adjusted. The initial

reference interest rate for the first change of the account overdraft interest rate is the reference interest rate,

which was applicable on 1st November 2015 (0:00 hours). This rate is compared with the recently published

reference interest rate.

If the recently published reference interest rate has increased by more than 0.25 percentage points as against

the initial reference interest rate, then the change of the account overdraft interest rate is triggered and the

account overdraft interest rate is increased by the difference. If the recently published reference interest rate is

reduced by more than 0.25 percentage points as against the initial reference interest rate, the account overdraft interest rate is reduced by the difference. The change of the account overdraft interest rate becomes

effective on the first calendar day of the next month following the publication of the reference interest rate that

triggered the change of the account overdraft interest rate.

This likewise applies to further changes of the account overdraft interest rate, with the stipulation that the

reference interest rate which was the basis of the last change of the account overdraft interest rate is used as

initial reference interest rate.

The bank will inform the Customers at regular intervals regarding the adjusted account overdraft interest rate

as well as the due date of the interest payments – if any – on the condition that the latter changes. You will be

informed of any adjustments to the account overdraft interest rate.

Factors such as variations in the default risk of the Customer, bank ratings as well as the in-house cost calculation are considered in the adjustment of the account overdraft interest rate.

The interests are subsequently payable at the end of calendar quarter and are charged against the account.

12. Disclosure and notification obligations

12.1

You are obliged to correctly notify us regarding your personal data, in particular your name, address, date of

birth, phone number and email address and provide prompt information about any changes to this end.

12.2

Immediately inform us regarding a loss or theft of your authentication instrument, your personalised safety

features or a misuse or unauthorised use of the same. You can find the relevant contact information in the FINTECHOS

Support Center on our website.

13. BLOCKING OF THE ACCOUNT AND THE CARD

13.1 Blocking of the account

If we have the reasonable suspicion that any unauthorised use of your account has occurred, we are permitted

to block or limit its access. We will inform you promptly via e-mail, SMS or message in the App. Similarly, we will

also block your account if you inform us about similar activities. We shall remove the block or the limitation if

the reasons for blocking no longer exist.

13.2 Blocking of the card

You have the option to independently block and unblock your card in the end user interfaces. You can report

your card as stolen, which will initiate a permanent deactivation of your card and a new card will be provided.

You also have the option of calling our Customer support and request one of our employees to block your card

upon successful authentication.

14. Data protection and bank secrecy

The registration, processing and utilisation of your personal data is conducted under strict maintenance of the

applicable data protection laws and simultaneous protection of bank secrecy. You will find further details

regarding these regulations in the FINTECHOS data privacy policy.

15. Changes to this general terms and conditions ("AGB")

Information concerning any changes to these General Terms and Conditions and the special conditions will be

sent to you by e-mail at least two months prior to the proposed time of their date of effectiveness. Your consent shall be deemed as provided if you have not indicated your rejection before the proposed time of the

effectiveness of the changes. We will make a specific reference to this de facto acceptance in our offer. If you do

not agree with the changes, you can terminate the contract until the point of time the changes take effect

without any prior notice. We will make a specific reference to this right to termination in our offer.

16. Applicable law

German law is applicable for the business relation between you and FINTECHOS.

Supplementary provisions for users of the mobile app "FintechOS" or the online interface that can be reached through <https://app.FintechOS.com>

1. Preamble

These provisions ("Supplementary Provisions") apply to the mobile application known as "FINTECHOS" (the "App") or

the online interface that can be reached through my.FintechOS.com (the "Online Interface") in addition to the

respective applicable conditions of use.

The App and the Online Interface primarily serve to administer your FINTECHOS current account, which makes it

possible to process transactions using a payment card (the “Card”) licensed by MasterCard Inc. (“MasterCard”).

In addition, we use the App and the Online Interface to market our own services and products, and will continually build up this product range in cooperation with further partners.

2. Object of regulation

2.1

These Supplementary Provisions apply to the services and products offered by FINTECHOS. Furthermore, we would like

to inform you about what personal data we collect, process and use.

2.2

The contract between you and FINTECHOS Bank comes into existence when we make it possible for you to log in to the

App and the Online Interface (acceptance) according to the required data you give when registering (offer).

Upon activation by us, a contract between you and FINTECHOS Bank comes into existence on the basis of these

Supplementary Provisions. Before giving your offer, you have the opportunity, using the Back button on your

browser or smartphone/tablet, as well as using control elements in the App or on the website, to change the

data entered, or to completely abort the registration. Your contract with us will be concluded in German. You

have the opportunity to call up the contractual provisions, inclusive of these Supplementary Provisions, when

concluding the contract, and to store them in reproducible form. No separate storage of the contract text will

be done by us.

3. Functionality

3.1

The App and the Online Interface serve for administration of the current account offered by us as well as for

the rendering of any other services agreed to with you. The App and the Online Interface are 99% available.

Availability indicates, with reference to the term of one (1) contractual year, the relation of the timeframe in

which you were able to use the software through an existing Internet connection (plus the timeframe for which

access on the basis of planned maintenance works or disturbances was not possible, which lay beyond the

influence of FINTECHOS, such as disturbances in the Internet or disturbances in an app store), in relation to the length

of the total contractual year.

3.2

The App as well as the Online Interface is protected by the intellectual property laws, such as copyright law and

trademark law. These rights in relation to you are exclusively reserved to us.

3.3

We grant you, exclusively to fulfil the purpose of our contractual relationship with you, the limited, non-exclusive, non-transferable and sub-licensable right, restricted to the period of your contractual

relationship with us, to use the App and the Online Interface in accordance with the provisions. The right of use

expires upon expiration of the term of the contract.

3.4

The User is not entitled to (i) rent, lease, lend, reproduce, resell or distribute the App or the Online Interface, or

access to them; (ii) use the App or the Online Interface for the development of other services; (iii) activate or use

the functionalities of the App or the Online Interface for which no rights of use have been granted to him or

her; (iv) assign the usage rights to the App or the Online Interface to third parties, or grant third parties access

to the App or the Online Interface; (v) alter, translate, reproduce, or decompile the source code of the App or of

the Online Interface, or investigate the functions thereof, outside of what may be legally mandatory in accordance with § 69d or § 69e UrhG (Urheberrechtsgesetz [Copyright Law]); and (vi) remove, conceal or alter

legal information, in particular concerning industrial property rights or copyrights of FINTECHOS.

4. Duties of the user

When using the App or the Online Interface, you are not allowed to perform any illegal actions or breach any

applicable laws, in particular not to do the following: infringe industrial property rights, copyrights or intellectual

rights of third parties; in your usage behaviour, make defamatory, racist or offensive statements, or undertake

such actions; transmit contents which contain viruses, Trojan horses, spyware, adware, malware or other

damaging or harmful programmes; distribute unwanted advertising (spam) or any other form of nuisance.

5. Compensation

Compensation for our products and services can be found on the price list, which can be retrieved via the FINTECHOS

website. Provided nothing else is specified, no compensation will be due for the use of the App and the Online

Interface.

6. Data protection

6.1 Responsible authority

The responsible authority for the processing of your personal data in connection with the App and the Online

Interface and the usages described in Clause 1 above, as well as in connection with any further products and/or

services is FINTECHOS (for contact data, see Clause 1 above).

6.2 Collection, processing and use of your personal data

We collect, process and use your personal data in harmony with the applicable statutory provisions. All of the

personal data collected, processed, and used under our responsibility are stored exclusively for the purpose of

fulfilling our contractual relationship with you, and not longer than is required for this purpose.

6.3 Purchase of the App

The App is dependent on the smartphone used by you which is obtainable over third-party sales platforms

("app stores"). Your purchase presupposes a prior registration in the app store concerned. We have no

influence on the collection, processing and use of personal data by the relevant app store operator.

These are

the only responsible authorities in this regard.

6.4 Handling and review of your data; right to information; questions on data

protection

At any time, you can view your personal data in the App or in the Online Interface. You can also subsequently

change your own password. In order to modify or change further personal data, please get in touch with our

Customer Support department: support@FintechOS.com.

Further, you can at any time demand information about the personal data stored which relates to you personally, as well as its origin and recipients and the purpose for which it is being stored. You can reach us

using the aforementioned contact data. Questions, suggestions and notes on data protection can also be directed to the contact data mentioned there.

6.5

Otherwise, for the collection, use and processing of personal data, the FINTECHOS data privacy policy applies.

7. Consent to the obtainment of notifications and revocation of your consent; Newsletter

7.1

If you allowed us to send you messages when installing the app or at a later point in time, for example in the

settings of the app or the online interface, you can revoke such consent at any time.

You can exercise your right of revocation through a corresponding alteration of the news settings on the App or the Online Interface.

7.2

We send our newsletter with information about products and services from FINTECHOS to all end users who have

given their approval to receive it, or for whom the preconditions of Section 7 Para. 3 UWG (Gesetz gegen den

unlauteren Wettbewerb [Law against Unfair Competition]) exist. You can unsubscribe from our newsletter using

the link provided for this purpose at the end of any newsletter.

8. Term of contract; Termination

8.1

Your contractual relationship with us runs indefinitely. It ends automatically with the end of your contract for

the current account offered by us and administered with the App and the Online Interface, if nothing else has

been agreed to with you. With the end of our contractual relationship with you, all of the rights of use granted

to you in accordance with these Supplementary Provisions likewise end.

8.2 End User's right of termination

The termination rights of the Customer, Clause 18 of the General Business Conditions of FINTECHOS; Basic Rules

Governing the Relationship Between the Customer and the Bank are taken as agreed.

8.3 Termination right of FINTECHOS

The termination rights of the Bank in Clause 19 of the General Business Conditions of FINTECHOS; Basic Rules

Governing the Relationship Between the Customer and the Bank are deemed to have been agreed.

For Customers with the right to a basic payment account according to Section 38 et seq. of the Payment Accounts Act (Section 38 et seqq. Zahlungskontengesetz – ZKG, only available in German), contrary to Sentence 1

the termination right in accordance with Section 42 Para. 2 of the Payment Accounts Act (Section 42 Para. 2

ZKG, only available in German) is taken as agreed with the end Customer.

9. Liability

9.1

We shall be liable without restriction for damages arising from injury to life, limb or health, which rests on a

breach of duty by us, a legal representative, or auxiliary of us, which are caused by the absence of guaranteed

quality by us or malicious behaviour on the part of us, as well as for damages that were caused by premeditation or gross negligence on the part of us or of a legal representative or auxiliary of us.

9.2

In the event of a breach of significant contractual duties due to gross negligence, we shall be liable except in the

cases listed in Clauses 10.1 and 10.3, with the amount to be limited to foreseeable damages typical under the

contract. Significant contractual duties are abstractly those duties whose fulfilment makes it possible in the first

place to implement a contract in orderly fashion, and upon whose observance the contractual parties may

regularly rely.

9.3

Liability under the product liability law (Produkthaftungsgesetz) remains unaffected.

9.4

Otherwise liability on the part of FINTECHOS is excluded.

10. Set-off

You can only set off our claims with undisputed or legally established counter-claims.

11. Amendment of the supplementary provisions

11.1

We can only amend these Supplementary Provisions when the amendment is reasonable for you, taking into

consideration our interests. We will inform you about an amendment at least two months before the time at

which the amendments become effective by email ("amendment offer"). If you do not agree with the

amendments, you can terminate the contract until the point of time the amendments take effect without any

prior notice. Otherwise your consent is considered to have been given to the amendments with effect as of the

point in time named in the communication of amendment. In the amendment offer, we will inform you about

your right of termination as well as the timeframe for termination. Please note that in case of a termination, use

of the current account through the App and the Online Interface will no longer be possible.

11.2

For an amendment of the price list referenced in Clause 5 of these Supplementary Provisions, Clause 11.1 of

these Supplementary Provisions applies accordingly.

12. Miscellaneous

For these Supplementary Provisions, German law applies to the exclusion of international private law. In the

course of business with consumers inside the European Union, the law at the place of residence of the consumer can also be applied, if mandatory applicable consumer-related provisions are concerned.