

# MBE GERMANY TERMS

## INTRODUCTION

MUFG Bank (Europe) N.V. ("the Bank" or "MBE") is a public limited company (*naamloze vennootschap*) incorporated under the laws of the Netherlands and registered in the Trade Register (*Handelsregister*) of the Dutch Chamber of Commerce (*Kamer van Koophandel*) (registered no. 33132501). The Bank is authorised by the Dutch Central Bank (*De Nederlandsche Bank*) and subject to regulation by the Dutch Central Bank and limited regulation by the Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*).

MUFG Bank (Europe) N.V. Germany Branch ("**MBE Germany**") is a branch of MUFG Bank (Europe) N.V. and is registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf, Germany, under HRB 82502. MUFG Bank Germany is subject to the supervision by the European Central Bank, the Dutch Central Bank (*De Nederlandsche Bank*) and the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin*).

These MBE Germany Terms ("**MBE Germany Terms**") contain

- the General Business Conditions (*Allgemeine Geschäftsbedingungen*) governing the entire business relationship between the Customer and MBE Germany and
- Special Conditions (*Sonderbedingungen*) governing the provision of specific services and complementing the General Business Conditions

and supplement the Global Master Terms of Business for Banking ("**Master Terms of Business**") issued by MUFG Bank, Ltd ("**MUFG Bank**")<sup>1</sup> and made part of these MBE Germany Terms. These MBE Germany Terms apply solely to services provided by MBE Germany, regardless of the locations where services are executed or performed.

In the event of any inconsistency or conflict between the Global Master Terms, the MBE Germany Terms, the General Business Conditions and the respective Special Conditions the following order of precedence shall apply:

- Special Conditions
- General Business Conditions
- MBE Germany Terms.
- Master Terms of Business,

Capitalised terms used in these MBE Germany Terms, and not otherwise defined, have the meanings set forth in the Master Terms of Business.

In these MBE Germany Terms,

**Account Holder** means the legal person having one or more Accounts with the Bank.

**AISP** means a third party payment service provider that has been authorised by the Account Holder to collect consolidated information from a Payment Account.

**CBPII** means a third party payment service provider issuing card-based payment instruments that has been authorised by the Account Holder to receive confirmation on the availability of funds necessary for the execution of a card-based payment transaction.

**Information Request** means a request by an AISP to receive consolidated information from a Payment Account or by a CBPII to receive confirmation on the availability of funds necessary for the execution of a card-based payment transaction.

**Payment Account** means the account held by the Account Holder with the Bank, which is used to execute Payment Transactions.

<sup>1</sup>

The Bank is a member of Mitsubishi UFJ Financial Group (collectively, "**MUFG**") which is headquartered in Tokyo, Japan. Each entity within the MUFG financial group is subject to different regulatory requirements, depending on, amongst other things, the products it offers and the jurisdiction in which it operates. The banking business of MUFG is conducted predominantly through MUFG Bank whose head office is at 2-7-1, Marunouchi, Chiyoda-ku Tokyo, Japan. The primary supervisor of MUFG Bank is the Japanese Financial Services Agency. Japanese banks are subject to the financial services legislation as set out in the Japanese Banking Law and the Japanese Financial Instruments Exchange Law ("**JFIEL**"). In particular, this law requires firms to have specific licenses for the performance of certain business types. Details of MUFG Group operations are available at <https://www.mufg.jp/english/ir/index.html>.

**Payment Order** means an instruction given by the Account Holder or its PISP to the Bank requesting the execution of a Payment Transaction.

**TPP** means an AISP, a Payment Initiation Service Provider or a CBPIL.

## **I. SERVICES OFFERED BY TPPS**

1. The Account Holder must enter into separate arrangements with a TPP for the provision of their services. The Bank is not a party to any such arrangements. The Bank is only obliged to cooperate with Information Requests from TPPs referred to in this clause and is not responsible for any services offered by TPPs. If the Account Holder wishes to amend or terminate the services offered by TPPs, the Account Holder will need to reach out to the TPP. We will treat any instruction from a TPP as if it were made directly by you. Any consent provided by you to such TPP must be in the form and in accordance with the procedure agreed between you and that TPP.

2. If the Account Holder explicitly authorises an AISP to collect consolidated information from a Payment Account the information provided by the Bank may consist of all data that are included in the Account Holder's bank statements up to a maximum of 18 months prior to the time when the Account Holder gave the instruction. The Bank is not responsible for the use the AISP makes of the submitted data.

3. The explicit consent of the Account Holder authorises an AISP to access a Payment Account for a period of ninety (90) days, maximum four (4) times a day, without additional consent of the Account Holder being required.

4. If the Account Holder authorises a CBPIL to receive confirmation on the availability of funds necessary for the execution of a card-based payment transaction, the Bank will provide such information. The Bank is not responsible for the use the CBPIL makes of the submitted data.

5. The Bank will not be liable to the Account Holder for any actions or omissions of a TPP. The absence of consent in relation to a Payment Transaction shall result in the Bank treating that Payment Transaction as unauthorised.

## **II. REFUSAL OR SUSPENSION OF PAYMENT ORDERS DUE TO INSUFFICIENT FUNDS / NO DEBIT BALANCE**

1. If the Account Holder does not have sufficient funds in the Payment Account for the execution of a Payment Transaction, the Bank, at its sole discretion, may check the balance on the Payment Account at a later time to verify if execution is possible. In such case, the time of receipt of the Payment Order is deemed to fall on the date on which execution is possible.

2. The Account Holder is not allowed to have a debit balance on the Payment Account unless this has been agreed in advance with the Bank. In case of an unauthorised debit balance, the Account Holder must immediately clear the debit balance without the Bank being required to give notice of default.