



# General Terms and Conditions for “getinsha”



## I. Preamble

### 1. Internet User Interface offered by Albaraka

Albaraka Turk Participation Bank ("**Albaraka**") offers customers the possibility to register at and use a web- and app-based user interface under the label "getinsha" ("**getinsha User Interface**") through which certain online banking services can be accessed. The online banking services offered via the getinsha User Interface ("**Product getinsha**") include:

- a bank account used for payments on a credit basis (hereinafter: "**getinsha Account**") and
- a payment card (hereinafter: "**getinsha Card**").

### 2. Banking Services offered by solarisBank

Albaraka is neither a credit institute nor a financial services company according to the German Banking Act (Kreditwesengesetz, KWG), nor a payment service provider according to the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz, ZAG). For this reason, Albaraka cooperates with solarisBank AG, a credit institution fully licensed under German law ("**solarisBank**" or "**Bank**"). The Bank provides all banking or financial services or payment services in connection with the getinsha User Interface and the Product getinsha to the customer.

All correspondence and communication with customers regarding both the services provided by the Bank and Albaraka are generally carried out by Albaraka.

### 3. Customer Agreements Overview

In order to use getinsha, the customer enters into the following separate agreements as part of these General Terms and Conditions for getinsha:

- "**User Interface Agreement**" between the customer and Albaraka regarding the use of the getinsha User Interface, see II. below.
- "**Banking Services Agreements**" between the customer and solarisBank regarding the getinsha Product, see III. below.



## II. User Interface Agreement between the customer and Albaraka

### 1. Scope, Subject Matter

- a. This User Interface Agreement (hereinafter "**UIA**") is concluded between [Albaraka Turk Participation Bank] (hereinafter: "Albaraka") and the customer. For more general information on [Albaraka Turk Participation Bank], see **Annex 1**.
- b. Subject matter of the UIA is the provision of a web- and app-based user interface under the label "getinsha" (hereinafter: "**getinsha User Interface**") to the customer by Albaraka. The UIA shall govern the entire business relationship between the customer and Albaraka. The UIA does not cover or govern the online banking services offered by solarisBank AG (hereinafter "**solarisBank**" or "**Bank**") via the getinsha User Interface (such online banking services hereinafter together: "**Product getinsha**"), in particular the bank account used for payments on a credit basis (hereinafter: "**getinsha Account**") and the payment card (hereinafter: "**getinsha Card**").
- c. The UIA and the getinsha User Interface is solely intended for customers who have their place of residence, place of business or headquarters in Germany.
- d. Albaraka does not engage in any advice or recommendation vis-à-vis the customer regarding type or suitability of the Product getinsha. Albaraka does not provide legal or tax advice. Albaraka is not responsible for the correct tax assessment of interest income or foreign exchange gains.
- e. Albaraka does not render any banking services according to Sec. 1 and Sec. 1a of the German Banking Act (Kreditwesengesetz, KWG). Albaraka does not provide payment services according to Secs. 1 and 8 of the Payment Services Supervision Act (Zahlungsdienstenaufsichtsgesetz, ZAG). This in particular implies that Albaraka does not identify customers, does not open accounts, does not act as an account servicing payment service provider and does neither execute nor accept payment orders.

### 2. Cooperation with solarisBank





- a. The Product getinsha and any banking services (Sec. 1 para. 1, para. 1a of the German Banking Act, Kreditwesengesetz, KWG) or payment services (Sec. 1 of the Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz, ZAG)) which can be accessed via the getinsha User Interface are provided to the customer by solarisBank. It is at solarisBank's discretion whether the contracts with the customer are concluded or not unless solarisBank is legally obliged to enter into a contract.
- b. The functions assumed by solarisBank as part of the Product getinsha under its agreements with the customer are mainly: (i) opening and operating of the getinsha Account as a bank account used for payments in the meaning of Sec. 1 (3)(2)(3) ZAG; (ii) execution of national and international payment transactions for the getinsha Account and providing a payment services framework agreement (Zahlungsdiensterahmenvertrag) according to Sec. 675f of the German Civil Code; (iii) issuance of the getinsha Card and (iv) conducting the process of customer identification vis-à-vis solarisBank. Details regarding the services provided by solarisBank and regarding the contracts which have to be concluded with the customer are set out in the Banking Services Agreements.

### 3. Conclusion of the UIA

The UIA between the customer and Albaraka is entered into after successful completion of the online registration. Albaraka shall be entitled to reject the conclusion of the UIA with a customer without giving any reason.



#### 4. getinsha User Interface

- a. During the term of the UIA, Albaraka provides the getinsha User Interface as a service to customers who have successfully completed the registration process. The getinsha User Interface can be accessed via the application of the mobile app named “getinsha” (“**App**”) or via the online interface provided by Albaraka at [www.getinsha.com] (“**Online Interface**”).
- b. The services provided by Albaraka as part of the getinsha User Interface comprise technical services regarding the conclusion, execution and administration of the contracts between the customer and solarisBank as well as related services. Through the getinsha interface, users can open a bank account, view an account, view account activities, view card activities, make SEPA transfers. Customers are able to withdraw money with their getinsha Debit Cards from ATMs which have Mastercard ATMs, make physical card payments, make online payments.
- c. Albaraka may at any time change the getinsha User Interface, in particular the services, contents and functions made available to the customer. Any such changes are also subject to this UIA.

#### 5. Conditions for Use, Customer Obligations

- a. In order to use the getinsha User Interface, the customer must have at his disposal the relevant technical equipment to access the getinsha User Interface via internet, internet access and an email address. The provision of the getinsha User Interface by Albaraka does not include the transmission of contents or data as such via internet.
- b. The minimum prerequisite for using the App and the Online Interface is a computer, smartphone or similar device which fulfils the respective minimum requirements for the used operating system and the App in its most recent version (including also the most recent release or update). Due to security reasons, Albaraka will discontinue the service for any outdated versions of the respective operating system and outdated versions of the App.
- c. The customer is obligated to only use the most recent version (including also the most recent release or update) of the App as provided by Albaraka.



- d. The App and the Online Interface will be available for 24 hours on 7 days a week for at least 99,0 % of time per calendar year, thus the App and the Online Interface will not be available for less than 88 hours per year. In addition, the aforementioned availability is subject to the following exceptions:
- Planned maintenance windows to the extent of [144] hours.
  - Disruptions in case of emergency repairs and during unplanned outage.

- e. When using the App or the Online Interface, the customer is obligated to not perform any illegal actions or breach any applicable laws or infringe with rights of third parties, in particular to not do the following: infringe industrial property rights, copyrights or other intellectual property rights; in his/her usage behavior, 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 programs; distribute unwanted advertising (spam) or any other form of nuisance.
- f. The customer shall, at any time, keep his log-in information (username, password) confidential, take all reasonable measures to protect it from unauthorized access and not disclose it to third parties. The customer shall immediately report any breach of confidentiality and loss or misuse of this login-information, or any suspicion thereof, to Albaraka.

## 6. Right of Use, IP

- a. Albaraka grants to the customer a limited, non-exclusive, non-transferable and non-sub-licensable right to use the App and the Online Interface in accordance with the UIA. The right of use is limited to the purpose of the UIA and the functions or contents provided by Albaraka at any one time. The right of use expires upon expiration of the term of the UIA.
- b. The customer 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 Albaraka.
- c. The App and the Online Interface are protected by the intellectual property laws, such as copyright law and trademark law. These rights in relation to the customer are exclusively reserved to Albaraka.

## 7. Charges



a. Charges in business with customers

Albaraka's services directed to the customer in the context of the getinsha User Interface are charged with the fees set out in the valid "**Fee Schedule for the getinsha User Interface**". The current version of the Fee Schedule for the getinsha User Interface is at the Website of getinsha. If a customer makes use of a service included therein, and unless otherwise agreed between Albaraka and the customer, the charges stated in the then valid Fee Schedule for the getinsha User Interface are applicable.

Any agreement that concerns a payment made by the customer in addition to the remuneration agreed for the principal service must be expressly concluded by Albaraka with the customer, even if such payment is stated in the Fee Schedule for the getinsha User Interface.

Unless otherwise agreed, the charges for any services not included in the Fee Schedule for the getinsha User Interface which are provided following the instructions of the customer and which can, in the given circumstances, only be expected to be provided against remuneration, shall be governed by the relevant statutory provisions.

b. Changes in charges for services typically used on a permanent basis

Changes in charges for services which are typically used by customers within the framework of the business relationship on a permanent basis shall be offered to the customer in text form (Sec. 126b German Civil Code ) no later than two months before their proposed date of entry into force. The customer may indicate either approval or disapproval of the amendments before their proposed date of entry into force. The changes shall be deemed to have been approved by the customer, unless the customer has indicated disapproval before their proposed date of entry into force. Albaraka shall expressly draw the customer's attention to this consequent approval in its offer. If the customer is offered the changes, the customer may also terminate the agreement affected by the changes free of charge with immediate effect before the proposed date of entry into force of the changes. Albaraka shall expressly draw the customer's attention to this right of termination in its offer. If the customer terminates the agreement, the adjusted charge shall not be applied to the terminated agreement.

The aforementioned arrangement shall only apply if Albaraka intends to adjust the charges for principal services which are typically used by customers within the framework of the business relationship on a permanent basis. Any agreement on the adjustment of a charge that concerns a payment made by the customer in addition



to the remuneration agreed for the principal service must be expressly concluded by Albaraka with the customer.

c. Changes in charges for services typically not used on a permanent basis  
Regarding charges for services which are typically not used by customers within the framework of the business relationship on a permanent basis, the Fee Schedule for the getinsha User Interface, as available to the customer through the App and the Online Interface, may be modified by Albaraka at any time, without notice. The charges applicable to each operation are those in force on the date on which Albaraka carries out the operation. The customer must check the applicable charges prior to any operation.

d. Cooperation with solarisBank regarding banking services  
solarisBank receives a remuneration from Albaraka for the services to be provided by solarisBank to the customer in respect of the Product getinsha under the Banking Services Agreements between the Bank and the customer. Albaraka releases the customer of the positions listed in the Bank's List of Prices and Services. As a result, no fee is charged to the customer by the Bank under the Banking Services Agreements.

## 8. Liability

- a. Albaraka shall be liable only in accordance with the provisions set out under (i) to (v): (i) Albaraka shall be unrestrictedly liable for losses caused intentionally or with gross negligence by Albaraka, its legal representatives or assistants in performance. (ii) Albaraka shall be unrestrictedly liable for death, personal injury or damage to health caused by the intent or negligence of Albaraka, its legal representatives or assistants in performance. (iii) Albaraka shall be liable for losses arising from the lack of any guaranteed characteristics (Sec. 443 BGB (German Civil Code)) up to the amount which is covered by the purpose of the guarantee and which was foreseeable for Albaraka at the time the guarantee was given. (iv) Albaraka shall be liable in accordance with the German Product Liability Act in the event of product liability. (v) Albaraka shall be liable for losses caused by an intentional or negligent breach of its primary obligations by Albaraka, its legal representatives or assistants in performance. Primary obligations are such basic duties the breach of which would jeopardize the purpose of the contract or the performance of which is a pre-condition for the orderly execution of the contract and on the performance of which the customer regularly may rely upon („cardinal obligation“). If a primary obligation is breached through simple negligence, then the ensuing liability shall be limited to the amount which was foreseeable by Albaraka at the time the respective service was performed.
- b. Albaraka shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken.
- c. Any more extensive liability of Albaraka is excluded on the merits.
- d. Albaraka does not assume any liability for the validity of the contracts between the customer and solarisBank. Moreover, Albaraka does not assume any liability for the risk, that customer applications are rejected, are not processed at all or only processed with delay. Albaraka does not assume any liability for the accuracy of documents, messages or other information which solarisBank has made available to the customer.

## 9. Right of Withdrawal

- a. As a consumer, the customer has a right of withdrawal, as described below.

a. Notice regarding the right of withdrawal:

**Right of Withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us [insha GmbH, Hardenbergstraße 32, 10623, Berlin, Deutschland, +49 697 9100101, support@getinsha.com] of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. [You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website [www.getinsha.com]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.]

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

**Special note**

In case of withdrawal of this contract you are not bound to any contract related to this contract, if the related contract involves a service provided from us or from a third party based on an agreement between us and the third party.

**END OF WITHDRAWAL INSTRUCTION**

b.



c. Model withdrawal form

**The model withdrawal form can be found in Annex 3.**

## 10. Rules for Termination

- a. The term of this UIA is unlimited.
- b. The customer may at any time, without notice, terminate the UIA, unless Albaraka and the customer have agreed a term or a diverging termination provision.
- c. Upon observing a reasonable period of notice, Albaraka may at any time terminate the UIA. In determining the period of notice, Albaraka shall take into account the legitimate concerns of the customer. The minimum termination notice shall be two months.
- d. The right of termination for good cause remains unaffected.
- e. The Product getinsha and the getinsha User Interface are based on a cooperation of Albaraka and solarisBank. For this reason, the provision of services by Albaraka and solarisBank requires valid contracts between the customer and Albaraka as well as solarisBank respectively. Moreover, solarisBank may, under EU data protection law, require consent by the customer regarding the processing of personal data necessary for the performance of its contracts with the customer. If a customer terminates his/her contract vis-à-vis Albaraka or solarisBank, or if a customer revokes his/her necessary consent regarding data processing vis-à-vis solarisBank, both Albaraka and solarisBank are entitled to terminate the respective contract with the customer for good cause without notice.
- f. To be effective, any termination of this UIA must be communicated in text form (Sec. 126b German Civil Code).



[www.getinsha.com](http://www.getinsha.com)

## 11. Amendments

- a. Any amendments of this UIA, including its Annexes but excluding changes to charges, shall be offered to the customer in text form (Sec. 126b German Civil Code) no later than two months before the proposed date of entry into force. The customer may indicate either approval or disapproval of the amendments before their proposed date of entry into force. The amendments shall be deemed to have been approved by the customer, unless the customer has indicated disapproval before their proposed date of entry into force. Albaraka shall expressly draw the customer's attention to this consequent approval in its offer. The customer may also terminate the UIA free of charge with immediate effect before the proposed date of entry into force of the amendments. Albaraka shall expressly draw the customer's attention to this right of termination in its offer.
- b. Any changes to charges are governed by Sec. 7.

## 12. Miscellaneous

### a. Language

The UIA is written in English. Translations of this UIA to other languages are for information only. In the event of contradictions between the English text and the translations, the English text shall prevail.

If an English term in the UIA refers to a German legal term, the legal meaning of the German term shall, in the event of a contradiction with an English legal term, prevail.

The relevant language for communication between the customer and Albaraka over the course of the business relationship is English.

### b. Choice of law, mandatory consumer protection rules

The law of the Federal Republic of Germany shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding private international law, provided that the customer's habitual residence is in Germany or the customer's habitual residence is situated in a state which is not a member state of the European Union. In the event the customer's habitual residence is in a member state of the European Union other than Germany, German law applies unless, provided the customer is a consumer, this stipulation is in conflict with mandatory consumer protection rules of the state in which the customer's habitual residence is situated; such mandatory rules shall remain unaffected.



- c. The terms and conditions stipulated herein are complete and final. Amendments and changes shall be made in text form (Sec. 126b German Civil Code) in avoidance of any doubt or dispute between the parties regarding the content of the UIA.
- d. The customer may not assign any rights or obligations under this UIA to a third party without prior written consent by Albaraka.
- e. The European Commission has set up a European Online Dispute Resolution (ODR) Platform at <http://ec.europa.eu/consumers/odr/>. Albaraka does not participate in dispute resolution proceedings with any consumer conciliation board.

## **Annex 1**

### **General Information on Albaraka Turk Participation Bank**

#### **Name and Address of Albaraka**

Internet-Domain: [www.getinsha.com](http://www.getinsha.com)

Telephone: +90 216 666 01 01

Email: [support@getinsha.com](mailto:support@getinsha.com)

#### **Legal Representatives**

Managing Directors: Hasan Sami Bayansar

#### **Main Object of the Company**

Fully Digital Banking Services

#### **Commercial Register Entry**

Local Court Berlin

Hardenbergstraße 32, 10623 - Berlin

A large, stylized purple graphic element in the bottom right corner of the page, resembling a multi-pointed star or a stylized letter 'A'. It has a gradient from light purple at the top to dark purple at the bottom.

[www.getinsha.com](http://www.getinsha.com)



## Supervisory Authorities and Deposit Guarantee

Albaraka is no credit institution and no financial services provider according to the German Banking Law (Kreditwesengesetz, KWG), no payment service provider and no payment service according to the German Payment Services Supervision Act (Zahlungsdiensteaufsichtsgesetz, ZAG). Albaraka is not subject to supervision of the German Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin). Albaraka does not accept deposits and is not a member of the statutory deposit guarantee scheme, nor of any other deposit guarantee system.

## Annex 3

Model withdrawal form

(If you wish to withdraw from the contract, please complete this form and return it to us.)

- To [insha GmbH, Hardenbergstraße 32, 10623, Berlin, Deutschland, +49 697 9100101, [support@getinsha.com](mailto:support@getinsha.com)
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate.





### **III. Banking Services Agreements between the customer and solarisBank**

#### **Part 1: Scope, Agency, Subject Matter, Charges**

The Banking Services Agreements are concluded between the customer and the solarisBank AG ("solarisBank" or "Bank"). Albaraka Turk Participation Bank ("Albaraka" or "Cooperation Partner" of the Bank) acts as an agent of solarisBank in order to conclude the Banking Services Agreements on behalf and in the name of the Bank with the customer. solarisBank has issued a respective power of attorney in favor of Albaraka.

Subject matter of the Banking Services Agreements is the provision of the online banking services offered by solarisBank AG (such online banking services hereinafter together: "Product getinsha"), in particular a bank account (hereinafter: "getinsha Account") and a payment card (hereinafter: "getinsha Card"), via the web- and app-based user interface under the label "getinsha" (hereinafter: "getinsha User Interface") offered by Albaraka. The Banking Services Agreements shall govern the entire business relationship between the customer and solarisBank. The Banking Services Agreements do not govern the usage of the getinsha User Interface offered to the customer by Albaraka.

The Bank receives a remuneration from Albaraka for the services to be provided by the Bank to the customer in respect of the Product getinsha under these Banking Services Agreements. As a result, no fee is charged to the customer by the Bank.