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The following translation is provided for the customer's convenience only. The contractual language depends on your SignUp-Country. This language ("SignUp-Language") is binding in all respects. Constructions, meanings or interpretations in the SignUp-Language shall prevail in case there is any inconsistency between the English (convenience version) and the SignUp-Language version of all legal documents.

# **European Consumer Credit Information for Overdrafts**

# 1. Identity and Contact Details of the Creditor

### Creditor

N26 Bank AG

#### **Address**

Voltairestraße 8, 10179 Berlin

### Telephone

+ 49 (0) 30 364 286 880

### **Email**

support@n26.com

## Website

www.n26.com

# 2. Description of the Main Features of the Loan

# Type of loan

Bank overdraft

The overdraft facility is a loan contract which grants the right to overdraw your current account up to the agreed overdraft limit (net of transaction costs).

An overdraft can be taken out completely or partially, without further consultation with the Bank, once or repeatedly.

Lending rates are charged based on the duration and amount of actual use. Interest will be due at the end of the calendar quarter and charged to your account.

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### **Total loan amount**

The total loan amount is the net loan amount agreed as an overdraft in accordance with the overdraft contract between you and N26 Bank AG.

## Limit or total sums which will be made available under the credit agreement

The upper limit of the total loan amount is individually determined based on your credit rating and the information contained in the overdraft agreement.

# **Illustrative Example:**

N26 Bank AG offers you an overdraft of EUR 1,000 via the N26 app or N26 online interface. This represents the total credit amount, provided you accept the offer to finalise an overdraft contract with N26 Bank AG.

Depending on your credit rating, the total loan amount may be subsequently adjusted.

## **Duration of the credit agreement**

The overdraft is provided to you until further notice

## Repayment

You can be asked to repay the entire credit amount at any time

## 3. Credit Costs

# **Borrowing rates and fixed interest rates (if applicable)**

The nominal interest rate is variable and seat at 8.85% p. a. above the European Central Bank's interest rate for main refinancing operations, which at time of publication stands at 0.05% p.a. (i.e., 8.9% p.a.). You will be notified of any changes in borrowing rates in your account statement.

If the borrowing rate increases, you can immediately terminate your overdraft loan agreement with the Bank at any point within six weeks after notification of the change. If you cancel the service, the increase in interest rates will not be applied. Account termination is considered invalid if you do not repay the amount owed within two weeks of the effective termination date.

# **Default charges**

In case of default, you will be charged interest at 5 % p.a. above the base rate. The base rate is set by the Deutsche Bundesbank on January 1 and July 1 of each year and published on its website. Collection expenses are calculated according to the price and services specifications of N26 Bank AG.

# **Processing fees**

No processing fees accrue for granting an overdraft facility.

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# 4. Other Important Legal Issues

## Terminating the credit agreement

Both you and N26 Bank AG may terminate the granted overdraft at any time without notice. In particular, you can announce your intent to terminate to N26 Bank AG using the N26 App or Online Interface under "Close Ioan". Upon termination, N26 Bank AG will take your legitimate concerns into account.

After termination, you may be requested to repay the full loan amount at any time.

### **Credit check**

Before granting the overdraft, a credit check will be run, taking into account the provisions of the Federal Data Protection Act.

N26 Bank AG must tell you immediately and free of charge if your credit application is rejected based this check. This shall not apply if an appropriate briefing by the European Union legislation is prohibited or is contrary to public order or safety objectives.

# 5. Additional Information Related to Distance Selling of Financial Services

# a) Creditor information

### Creditor representative for the Member State in which you reside.

Management Board: Maximilian Tayenthal and Jan Stechele

### **Address**

N26 Bank AG Voltairestraße 8 10179 Berlin GERMANY

### Entry in the commercial register

Berlin District Court Charlottenburg, HRB 247466 B

#### **Competent authority**

Federal Agency for Financial Services Supervision Graurheindorfer Str. 108 53117 Bonn (www.bafin.de)

European Central Bank Sonnemannstrasse 20 60314 Frankfurt am Main GERMANY



## b) Credit agreement information

#### Right of withdrawal (Rescission)

No right of cancellation exists under § 495 BGB for overdrafts granted in accordance with § 504 II BGB.

Legal underpinnings of relations between you and the creditor before finalising the credit agreement German law is applicable, unless mandatory legal regulations state otherwise.

### Specific laws applicable to the credit contract law and / or the competent court

In accordance with § 6 para. 1 of the Bank General Terms and Conditions, German law shall apply to the entire business relationship between you and N26 Bank, unless mandatory legal regulations state otherwise.

Consumers have no jurisdiction.

#### **Choice of language**

All information and conditions are given in German. With your consent, we intend to maintain contact with you during the term of the credit agreement in German.

### c) Redress information

### Availability and access to extrajudicial complaint and redress

N26 Bank AG is obliged to take part in a dispute settlement procedure before a consumer dispute arbitration board.

Responsible for disputes about the services mentioned in Section 14 Paragraph 1 No. 1 to No. 5 UKlaG

Address: Arbitration Board at the Deutsche Bundesbank

P.O. Box 10 06 02, 60006 Frankfurt am Main

Wilhelm-Epstein-Strasse 14, 60431 Frankfurt am Main

Internet: https://www.bundesbank.de/de/service/schlichtungstelle

Responsible for disputes about the services mentioned in Section 14 Paragraph 1 No. 6 and No. 7
UKlaG

Address: Arbitration board at the Federal Financial Supervisory Authority (BaFin),

Section ZR 3

Graurheindorfer Strasse 108, 53117 Bonn

#### Internet:

https://www.bafin.de/DE/Verbübers/BeschwerStreitschlichtung/BeiBaFinbeschweren/BeiBaFinbe

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 $\circ$  Responsible for disputes as an insurance broker according to § 214 paragraph 1 sentence 1 number 2 VVG

Address: Insurance Ombudsman e.V.

P.O. Box 08 06 32, 10006 Berlin

<u>Internet</u>: <u>https://www.versicherungsombudsmann.de</u>

<u>Address</u>: Ombudsman - Association of Private Health and Long-Term Care Insurance

P.O. Box 06 02 22, 10052 Berlin

Internet: www.pkv-ombudsmann.de