

APPENDIX: TERMS AND CONDITIONS GOVERNING ISSUANCE AND USE OF THE VISA DEBIT SERVICES

IN THE EVENT OF A DISPUTE, THE FRENCH VERSION OF THESE GENERAL TERMS AND CONDITIONS SHALL PREVAIL.

Preamble

For the purposes hereof, the following terms shall be defined as follows:

- "the card": the card through which the holder accesses the Visa Debit services
- "the issuer": BGL BNP Paribas, also referred to as "the Bank"
- "POST": point of sale terminal
- "ATM": automated teller machine
- "SIX": the *société anonyme* (public limited company) SIX Payment Services (Europe) SA having its registered office at L-5365 MUNSBACH, 10 rue Gabriel Lippmann, the service provider to which the issuer has outsourced card management
- "the cardholder": the natural person for whose use the card was issued
- "the account holder": the person(s) who is/are the holder(s) of an individual or joint current account from which withdrawals made using the card are debited
- "the current account": the bank account from which withdrawals made using the card are debited
- "NFC" (near field communication): a technology allowing a cardholder to make payments on an NFC terminal without having to insert the card, i.e. without the card making physical contact with the terminal. This technology makes NFC transactions (also referred to as "contactless" transactions) possible.
- "NFC transaction" or "contactless transaction": a contactless payment transaction made using NFC technology on an NFC terminal.
- "NFC terminal": an NFC-enabled electronic payment terminal, not requiring the card to be inserted into the terminal for an NFC transaction to be made, and identified as such on the terminal or in the immediate vicinity.

A) THE VISA DEBIT SERVICES

Description of the services

Art. 1: The Visa Debit services are designed to enable clients to make withdrawals via a network of automated teller machines (ATMs) and make payments to retailers via a network of point of sale terminals (POST) in Luxembourg and abroad.

Art. 1a: The Visa Debit services are also designed to enable clients to conduct certain banking operations, including payments and credit transfers, within Luxembourg exclusively via the BGL BNP Paribas ATM network.

Art. 1b: The Visa Debit services also enable the cardholder to carry out e-commerce transactions.

Use of the services

Art. 2: Cardholders make withdrawals and payments using the Visa Debit card and services by inserting their card into suitable terminals, identified as such by the Visa Debit logo, and entering a confidential personal code (PIN) on the keypad or, in some cases, signing a sales receipt.

Participating retailers will advertise the fact that they accept Visa Debit payments through prominently displayed stickers bearing the logos of the relevant services.

Payments can only be made at BGL BNP Paribas ATMs bearing the word "Versements".

Credit transfers can only be made at BGL BNP Paribas ATMs specifically designed for this purpose.

Art. 2a: The Visa Debit card is also NFC-enabled, which allows contactless payments to be made by cardholders by putting the card within a few centimetres of the payment terminal, i.e. without having to insert the card in the terminal.

Cardholders can only carry out NFC transactions via NFC-enabled POSTs and ATMs.

Art. 2b: The Bank allows cardholders to link their card to certain third-party payment applications through which they can instigate payment transactions linked to the card. Specific transaction limits may apply. Cardholders must accept the user terms and personal data protection policy of the publisher of the application concerned, which is solely responsible for providing cardholders with access to the application. The Bank is not party to the contract between cardholders and the publisher of the payment application concerned.

Cardholders' obligations and responsibilities as described hereunder in these terms and conditions, especially with regard to security, confidentiality and notification in the event of loss, theft or any other risk of the card or PIN being misused, still fully apply to cardholders when using a third-party payment application, including any mobile device belonging to the cardholder; "PIN" refers to any security measures included in the third-party payment application and/or system on which the application is installed.

Security rules

Art. 3: To prevent any fraudulent use of the services offered via the Visa Debit card, the cardholder undertakes to take great care of their card and memorise their PIN, which must be kept strictly confidential. The PIN must not be written on the card or on a document kept with the card.

Once they have memorised their PIN, the cardholder undertakes to destroy the document used to inform them of it. Should the cardholder forget their PIN, they can contact the Bank to arrange for a PIN to be reissued.

Any breaches of these security rules will be considered gross negligence on the part of the cardholder, who will be held fully liable for any loss resulting from the fraudulent use of their card.

Art. 3a: The issuer will provide a card to anyone who requests one and meets their eligibility criteria.

Art. 3b: The issuer reserves the right to block the card without notice or warning for security-related reasons or if it suspects that the card has been used in an unauthorised or fraudulent manner. The client is informed of this in writing. The card may be delivered to the cardholder by post, in which case the PIN will be sent in a separate letter. Each issued card is personal and non-transferable.

Art. 4: If the card is lost or stolen, the cardholder must immediately inform the centralised card blocking service available 24 hours a day (by calling (+352) 49 10 10) so that measures to prevent fraudulent use of the card may be taken as quickly as possible.

Provided that the cardholder has not acted fraudulently, knowingly or with gross negligence, they will not be held liable for any fraudulent use of their card after they have informed the centralised card blocking service or their bank branch that it has been lost or stolen.

Usage limits

Art. 5: Unless otherwise agreed, ATM withdrawals are capped at EUR 2,500.00 per account per seven calendar days. The same applies to POST payments, it being understood that transactions can only be made via ATMs or POSTs where there are sufficient funds in the account or accessible through an existing line of credit.

Art. 5a: Payment transactions made using the NFC contactless function may in some cases (above the limit) require the use of a PIN.

Furthermore, depending on the amount of the transaction and the number of transactions made using the NFC contactless function, cardholders may be required to insert the card and use their PIN.

In all circumstances, the cardholder must follow the instructions shown on the NFC terminal.

Art. 6: Credit transfers made using the “my own accounts” function are capped at EUR 3,000.00 per transaction.

Credit transfers made using the “other accounts” function are debited from the cardholder's current account (in their capacity as the originator). They are credited to an account in Luxembourg, Belgium, Germany, France or Portugal and capped at the equivalent of EUR 3,000.00 per transaction and EUR 6,000.00 per seven days.

Art. 7: The cardholder, or the holder of the account to which the card is linked, authorises the Bank to debit from their account the amount of withdrawal and payment operations carried out using the card and registered under their card number within Visa Debit electronic service systems.

Art. 8: Records generated by ATMs and POSTs and stored by the Bank or the technical agent to which the Bank has delegated systems management constitute proof of transactions and their successful completion.

Art. 8a: For reasons of security and proof, the account holder authorises the issuer and SIX to make records. The parties agree that such records may be used in court and acknowledge that they shall have the same probative force as a written document.

Visa Debit cardholders accept and acknowledge that when the NFC terminal does not require a PIN, they are deemed to consent to payment via the NFC contactless function simply by moving the card across the NFC terminal.

Art. 9: The Bank may change the availability of authorised operations on the card at any time and shall inform the cardholder of such changes in writing.

Art. 10: Where there is a significantly heightened risk of the cardholder being unable to meet their payment obligations, the Bank reserves the right to block their card without notice or warning and shall inform the client of this decision in writing.

Fees

Art. 11: The Bank may charge the client a fee for the provision of the card and the use of the services offered.

Art. 12: The Bank may amend the fees charged at any time and shall inform cardholders of any such changes in advance. Cardholders may be informed of this by any means, including through a comment on their account statement.

Art. 13: The cardholder, or the holder of the account to which the card is linked, authorises the Bank to debit the aforementioned fees from their accounts, with account statements serving as invoices.

Miscellaneous

Art. 14: The card remains the property of the Bank. The card must be returned to the Bank upon request and in any case prior to the closure of the current account to which it is linked. Once the card has been returned to the Bank, 30 days must elapse before the account can be closed.

Art. 15: Transactions made with the Visa Debit services, including the NFC contactless function, are deemed to be cash transactions and will be debited or credited to the current account to which the card is linked within 10 business days. Transfers will be credited to the current account to which the card is linked no later than the first bank business day after the payment.

Art. 16: Should an unauthorised transaction, error of any kind or other account management irregularity appear on the account, the Bank must be informed immediately. The Bank cannot be held liable for malfunctioning ATMs or POSTs. The cardholder cannot cancel a payment made using the card.

Art. 17: The card is valid until the last day of the month and year shown. Unless the cardholder is notified otherwise two months before the card expires, the card will be renewed automatically on the expiry date.

Visa Debit cardholders may ask their Bank to deactivate the NFC contactless function in writing, by phone or via Web Banking. This deactivation will only become effective once the Visa Debit cardholder has made a transaction with their PIN.

Deactivating the NFC contactless function is effective only for the card in circulation. It will not apply to any card replaced or renewed.

Throughout the card's validity period, the issuer may deactivate the Visa Debit card if it issues the cardholder with a new card having similar functions, provided that it gives the Visa Debit cardholder two months' notice of its intention to deactivate said card.

The NFC contactless function is valid throughout the card's validity period.

Art. 18: The Bank may authorise the amendment of the usage limit on a Visa Debit card for ATM withdrawals and POST payments upon joint request by the cardholder and the account holder.

Art. 19: The Bank may propose an amendment to these terms and conditions at any time by providing written notification, including on the statement. If the cardholder does not agree to the amendment, they may exercise their termination rights within two months of the date on which the amendment proposal was sent. If they do not express an objection within this period, they are deemed to have accepted the amendment, which will take effect two months after the date on which the notification was sent. For any matters not expressly covered herein, the Bank's General Terms and Conditions apply.

Transmission of data to SIX

Art. 20: SIX is authorised to manage the account holder's personal data on behalf of the Bank and the account holder.

For operational purposes within the SIX network, account holders and cardholders authorise the Bank and SIX to share with third parties, namely all banks and all retailers participating in the Visa Debit system including the NFC contactless function, as well as card manufacturers and international clearing and authorisation services, the personal data of holders and their card payment limit, where such information is essential.

B) SPECIFIC TERMS AND CONDITIONS FOR YOUNG PEOPLE AGED 12-17

Description of the product

The Visa Debit card is a payment card issued by BGL BNP Paribas also aimed at young clients aged between 12 and 17 providing access to the Visa Debit services on the basis of the general and special terms and conditions for using these services, fees and usage limits.

Usage limits

ATM withdrawals are capped at EUR 250.00 per account per seven calendar days. The same applies to online payments and payments at POSTs, it being understood that transactions can only be made via ATMs or POSTs where there are sufficient funds in the account.

Legal representatives' authorisation and role as guarantor

Provision of a payment card to young people aged 12-17 is subject to the prior authorisation of the minor's legal representative(s), who acknowledge(s) that they are aware of the usage limits on the payment card for young people aged 12-17 provided to the minor in question.

The legal representative(s) of the minor holding the payment card for young people aged 12-17 guarantee(s) that the minor will honour payments made using the payment card for young people aged 12-17 upon reaching the age of legal majority. Moreover, they hereby acknowledge that they are jointly and severally liable with the minor holding the payment card for young people aged 12-17 and undertake to pay BGL BNP Paribas, upon first request, any amounts whatsoever that the holder of the card for young people aged 12-17 may owe to BGL BNP Paribas with respect to usage of the card for young people aged 12-17.

C) APPLICABLE LAW AND JURISDICTION

Art. 21: The Bank's General Terms & Conditions apply to anything that is not expressly covered by these terms & conditions regarding the issue and use of Visa Debit services.

Art. 22: Relations between the Bank and cardholder or account holder are governed by Luxembourg law.

Art. 23: The courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction in the event of a dispute between said holders and the Bank.