

# GENERAL CONDITIONS OF USE FOR MASTERCARD WORLD GOLD, WORLD PLATINUM AND WORLD ELITE

**THE ORDER AND/OR FIRST USE OF A MASTERCARD WORLD GOLD, WORLD PLATINUM OR WORLD ELITE CARD IMPLIES FULL ACCEPTANCE OF THESE GENERAL CONDITIONS OF USE.**

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## Introduction

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The terms as used in these General Conditions of Use are understood to mean the following:

- "the card": the Mastercard World Gold, Mastercard World Platinum or Mastercard World Elite credit card;
  - "the issuer": BGL BNP Paribas S.A., also known as "the Bank";
  - "Worldline": the public limited company Worldline Financial Services (Europe) S.A., a service company whose registered office is located à L-8070 BERTRANGE, 33, rue du Puits Romain, and to which the issuer has assigned the management of the cards;
  - "the cardholder": the natural person in whose name and for whose use a card is issued;
  - "the account holder": the person or persons who hold a designated account with the Bank when the card is ordered, from which account the expenses charged to the card are debited;
  - "the card account": the account opened in the name of the cardholder and managed by Worldline on behalf of the issuer and which records the amounts due by virtue of the use of the card;
  - "the account": the payment account held with the Bank from which are debited the amounts corresponding to the transactions recorded against the card account;
  - "the retailer": a retailer that is affiliated to the Mastercard network and authorised to accept transactions made with a Mastercard card;
  - "PIN" (Personal Identification Number): this is the secret code attached to the card;
  - "NFC" (Near Field Communication): a technology allowing a cardholder to carry out a payment transaction at an NFC terminal without having to insert the card into a terminal, i.e. without any physical contact between card and terminal. This technology allows NFC transactions to be carried out; these transactions are also known as Contactless transactions;
  - "NFC" or "Contactless transaction": a payment transaction without any contact using NFC technology at an NFC terminal;
  - "NFC terminal": an electronic payment terminal with NFC functionality which does not require insertion of the card into the terminal to carry out an NFC transaction; identified as such on the terminal itself or in its immediate vicinity.
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## Functionality of the card

**Item 1:** The card allows its holder to pay for products and services offered by retailers, as well as to withdraw cash from certain bank branches or ATMs in the Grand-Duchy of Luxembourg and abroad.

**Item 1 bis:** The card has NFC (Contactless) functionality which allows a payment to be made by placing the card within a few centimetres of the payment terminal, i.e. without having to insert the card into the terminal.

The cardholder can only carry out NFC transactions at an NFC terminal.

**Art. 1 ter:** The Bank allows holders 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. Holders must accept the user terms and personal data protection policy of the publisher of the application concerned, which is solely responsible for providing holders with access to the application. The Bank is not party to the contract between holders and the publisher of the payment application concerned.

Holders' obligations and responsibilities as described in article 11 of 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 holders when using a third-party payment application, including any mobile device; "PIN" refers to any security measures included in the third-party payment application and/or system on which the application is installed.

## Responsibility of affiliated companies and retailers

**Item 2:** Retailers, with the exception of the issuer and Worldline, are solely responsible for their actions taken or not taken. Neither the issuer nor Worldline shall be held responsible in the event that any retailer should refuse to accept the card.

## Issue of the card and PIN

**Item 3: (1)** The card and PIN will be sent separately to the cardholder by post. As soon as the card is received, the cardholder becomes responsible for it and has the right to use it in accordance with the general conditions in force. Before using the card, the cardholder must sign it on the back.

As soon as the printout indicating the PIN is received, the cardholder becomes responsible for it and undertakes to take all necessary steps to keep it completely confidential from all third parties. The cardholder undertakes not to note the PIN either on the card or on any document kept with the card, or to make it available to a third party. The cardholder may request the issuer to reissue the PIN at any time.

**(2)** The card and the PIN are personal and non-transferable. The issuer remains the owner of the card.

## Supply, fees and commissions

**Item 4: (1)** The card is subject to a fee, the amount and terms and conditions of which are specified in the Bank's fees schedule.

(2) Transactions in a foreign currency are converted into EUR. The exchange rate applied is that in force on the day the transaction is processed by the body responsible for international clearing of the different card systems.

The exchange rate applied is the daily rate fixed by Mastercard on the date the transaction is processed, plus the Mastercard charges and a foreign exchange commission as stated in the Bank's fees schedule.

## Validity period

**Item 5:** The card is valid until the last day of the month in the year indicated on the face of the card. During the validity period of the card, the issuer may cancel the card as long as the cardholder is issued with a new card having similar functionality.

A new card shall be issued to the cardholder at the end of the validity period unless the issuer refuses to do so or unless the account holder or the cardholder terminates their account by notifying the issuer two months before the expiry date. In that event, the cardholder is bound to make the expired card unusable by destroying it.

NFC functionality is valid throughout the entire validity period of the card.

## Recording and transmission of personal DATA

**Item 6: (1)** Worldline is authorised to manage the personal data of the cardholder on behalf of the Bank and the cardholder. In order to ensure that the card functions properly within the network, the account holders and cardholders authorise the issuer and Worldline to send to third parties - i.e. all the banks and retailers that are part of the Mastercard international system; card manufacturers; companies that emboss the cards as well as those that hold Mastercard licences; and international acquisition, compensation and authorisation services - personal data relating to the cardholders within the limits agreed for use of the card, insofar as the provision of this data is essential.

(2) The issuer is authorised to carry out any necessary verifications relating to personal and financial data provided by the cardholder.

(3) The presentation of the card by the cardholder outside of Luxembourg territory signifies the cardholder's consent with regard to (i) the collection, retention and communication of elements of identification and information on the account position by any means necessary to enable the issuer to maintain the appropriate statements of transactions and of the account; (ii) the provision and transmission of such information to participants and operators within the payment card network; (iii) the retention of such information and data by the said participants and operators within the payment card network; and (iv) the compliance by the said participants and operators within the payment card network with the laws and regulations governing the disclosure of information, to which these same participants and operators are subject.

(4) In order to ensure the continuity of regular payments made on the old card, the account- and cardholders **authorise** the issuer and Worldline to share with third parties, namely all banks and retailers participating in the international Visa/Mastercard system, the card manufacturers, the card embossers, Visa/Mastercard licensees and the international

clearing and authorisation services, the personal data for the new card pertaining to the cardholders and their card payment limit, where such information is essential.

(5) The issuer and Worldline shall not be held responsible, unless in the event of gross negligence, for the loss of information circulated within the payment card network.

## Proof of transactions carried out with the card

**Item 7: (1)** All transactions carried out with the card and using:

a) a holographic signature on a credit card slip presented by the retailer or the affiliated company; or

b) validation of the transaction by entering a PIN; or

c) indication of the card number, its expiry date and if necessary, its cryptogram and/or any other data on the card necessary for the payment transaction, shall be deemed to have been initiated by the cardholder and shall constitute sufficient proof of the transaction recorded in the card account and of a payment due to the retailer or to the bank that advanced the amount of payment. The issuer acquires this debt by paying the retailer or the credit institution.

(2) The parties agree to exclude the provisions of article 1341 of the Civil Code in the event of a dispute and to allow the proof of all transactions by all lawful methods as admitted in commercial matters, including testimonials and confessions. The electronic registration of transactions held by Worldline/the issuer shall constitute sufficient proof of the transactions and have the same probative value as a written document.

(3) The account holder authorises the issuer and Worldline, for reasons of security and providing proof, to record all telephone communications. The parties agree that the recordings may be used in a court of law and acknowledge that they shall have the same probative force as a written document.

The cardholder accepts and acknowledges that consent to carry out an NFC transaction is given by the act of waving the card in front of the NFC terminal.

## Statements and repayments for transactions carried out with the card

**Item 8:** A card account statement shall be sent at least once per month to the address of the account holder. This statement shall include all the transactions carried out with the card by means of transaction slips sent to Worldline since the establishment of the previous statement as well as debit interest and other commissions, settlements and any other costs and charges claimed by the establishment that advanced the funds.

The sending of this statement renders the balance of the card account in question payable on the date indicated.

The account holder shall therefore irrevocably authorise the issuer to debit the balance of the card account as specified in the statement, from their account.

If the account holder is different from the cardholder, the account holder shall authorise the issuer to send the card account statements

to the cardholder(s) to the address of the account holder. On request, the account holder may also receive a copy of the card account statement.

The cardholder is bound to notify the issuer in writing and as soon as possible of any error or dispute relating to the transactions carried out using the card and listed in the card account statement. Failing any written claim within the time frame provided for in the Bank's General Conditions, the cardholder is assumed to have accepted the transactions appearing on the aforementioned statement.

Each transaction appearing on the statement constitutes an individual payment transaction. Consequently, an appeal against a particular transaction and the potential reimbursement of the same shall not affect the other transactions listed on the same statement, the payment for which is still due on or before the date indicated.

The cardholder shall be jointly and severally liable with the holder of the payment account for the sums due arising from the use of the card. The issuer is a third party with respect to legal disputes between the cardholder and the retailer or affiliated company. The existence of any such dispute shall not release the account holder from the obligation to repay the sums due to the issuer by virtue of the use of the card.

## Usage limit

**Item 9:** The cardholder is not authorised to exceed the amount of the usage limit agreed by the issuer and indicated in the card contract.

**Item 9 bis:** NFC transactions can only be carried out within the limit defined by the NFC terminal. Where the amount of the transaction exceeds this limit, the cardholder must enter a PIN in order to carry out the transaction.

Depending on the amount of the transaction and the number of NFC transactions carried out, insertion of the card and/or entry of a PIN may be required.

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

## Insufficient funds

**Item 10:** In the event that there are insufficient funds in the payment account to cover the amount due on the date indicated on the card account statement or the risk that the account holder will be unable to meet their commitments on the same date significantly increases, the issuer may withdraw, without notice, the card or cards issued and block any further transactions by the cardholder. The cardholder and the account holder shall be informed in writing.

The issuer may notify retailers and affiliated companies of the decision, as well as licensing companies, and may invite them not to accept the card. In that event, the total amount appearing on the statement for the card account shall become immediately due and be debited from the payment account.

## Loss, theft and security

**Item 11: (1)** The issuer reserves the right to block the card for reasons relating to the security of the card or its presumed unauthorised or

fraudulent use. The cardholder and account holder will be informed in writing.

**(2)** In the event of theft or loss of the card or of disclosure, even unknowingly, of the personal secret code, the cardholder must immediately advise Worldline by calling (+352) 49 10 10 (service available 24 hours, every day). The cardholder must then confirm their notification as soon as possible in writing and declare the loss, theft or fraudulent use of the card to the police authorities within 24 hours. Proof of this declaration to the police authorities must be provided to the issuer or to Worldline as soon as possible.

**(3)** As soon as Worldline registers the cardholder's declaration, the cardholder and the account holder are no longer responsible for any wrongful use of the card. If the cardholder does not advise Worldline, they remain liable for the fraudulent use of the card within the limits provided for by the law.

However, in the event of bad faith, misconduct or gross negligence by the cardholder, particularly when the security regulations listed in these general conditions have not been complied with, the cardholder and the account holder shall remain jointly and severally responsible for the use of the card even after the declarations have been made in accordance with this item.

**(4)** In the event that the cardholder finds its card after having declared it lost, he may no longer use it and must return it to the issuer or destroy it. He must do likewise if he finds out or suspects that a third party has become aware of their PIN. The blocking of the card automatically generates the issue of a new card.

## Termination of the contract

**Item 12: (1)** Either the issuer, the account holder or the cardholder may terminate the contract binding them at any time and with no indication of the reason.

**(2)** On termination, the total debit balance registered in the card account becomes immediately payable and will be debited from the payment account. Furthermore, the account holder shall be responsible for all transactions that were not yet debited from the card account at the time of termination.

**(3)** The account holder or the cardholder may request the cancellation of the card in writing at any time. In that event, the cardholder is bound to make the card unusable by destroying it or returning it to the issuer.

**(4)** The cancellation of the card by the account holder signifies as of right the cancellation of the card by the cardholder.

**Item 13: (1)** The issuer may, at any time, terminate the contract and cancel the card subject to a notice period of two months, with notice given to the account holder and the cardholder.

**(2)** On expiration of this notice period, the cardholder may no longer use the card and must destroy it or return it to the issuer.

The account holder and the cardholder shall remain jointly and severally responsible for any transactions carried out using the card until its effective cancellation date by the issuer in accordance with the specified notice period.

## **Modification of general conditions and fees**

**Item 14: (1)** The issuer may propose, at any time, in writing, particularly on the card account statement, modifications to these general conditions or to the fees and other charges associated with the use of the card.

**(2)** If the cardholder does not agree with the proposed modification, they may exercise their right of termination within two months following the communication of the modification. If the cardholder does not communicate any objection within this time frame, they shall be deemed to have accepted the modification, which shall take effect two months after the notification was sent.

## **Other**

**Item 15:** The Bank's General Terms and Conditions shall apply in all cases that are not expressly provided for in these general conditions.

## **Legal jurisdiction and applicable law**

**Item 16: (1)** The relationship between the issuer and the cardholder(s) is governed by Luxembourg law.

**(2)** Any dispute between the cardholder(s)/account holder(s) and the issuer may be brought only before the courts of the Grand Duchy of Luxembourg; however, the issuer may bring a lawsuit before any other court that, in the absence of agreement from the previous court, would normally be competent with regard to the cardholder(s)/account holder(s).

**| In case of litigation, only the here with french version of the general conditions shall be deemed authentic.**