

# General Terms and Conditions - Concierge Service BGL BNP Paribas World Elite Mastercard

n°953

least two months prior to the effective date.

## I. INTRODUCTION

These General Terms and Conditions are intended to define the concierge services offered by the Concierge Service and the respective obligations of the Bank and Cardholders with regard to the Concierge Service.

# II. DEFINITIONS

**Bank**: BGL BNP Paribas S.A., whose headquarters is located at 50 avenue JF Kennedy, L-2951 Luxembourg.

Cardholder(s): the holder of a BGL BNP Paribas World Elite MasterCard card issued by the Bank.

Concierge Service: Under these General Terms and Conditions, «Concierge Service» refers to the service offered by the Bank to Cardholders as executed under a subcontract by GCONCIERGES, SAS., the registered office of which is, 2, rue Pillet-Will 75009 Paris, RCS 819 460 478 RCS.

**Covered Card**: BGL BNP Paribas World Elite MasterCard card issued by the Bank.

# III. TERMS AND CONDITIONS OF ACCESS TO THE SERVICES

# ACCESS RIGHTS

The right to access the Concierge Service shall take effect on the date that the agreement to take out the Covered Card is entered into between the Bank and the Cardholder and is linked to the validity period of the Card

Said access right is automatically terminated on the same dates in case of the non-renewal of the agreement or in case of the withdrawal of the card or its use being stopped by the Bank or by the Cardholder.

The declared loss or theft of the card shall not suspend the access rights.

# CHANGE OF COMMITMENTS

The commitments in these General Terms and Conditions may be subject to change. Any changes shall apply in accordance with the same terms and conditions as those stipulated in the general terms and conditions of the Covered Card agreement entered into between the Bank and the Cardholder.

Cardholders shall be notified of changes by the Bank at

# IV. SERVICES

The Concierge Service shall be available 24/7, 365 days a year by phone on +352 27 30 21 33 and by email concierge-lux@gconcierges.com.

#### DESCRIPTION OF THE SERVICE

The Concierge Service is at the disposal of the Cardholder for carrying out all searches to best meet his requests, particularly in terms of hotels, fine dining, entertainment, transport, travel and searches for luxury items and services.

The Concierge Service, after notifying the Cardholder of the terms and conditions and methods of executing the services forming the subject of his request, may also, should he wish, in his name and on his behalf, make reservations or purchase goods or services from third parties in the terms and conditions described below.

Specifically, the Cardholder shall have access to the following services:

## 1. Flight information and reservations

The Concierge Service can provide the Cardholder with the following flight information:

- Flight times of scheduled airlines
- Prices
- Other pricing terms
- Connections

The Concierge Service can make recommendations to the Cardholder. The Concierge Service can make a booking on behalf of the Cardholder, issue tickets (including electronic tickets) for most international airlines and make an online booking on behalf of the Cardholder using the Covered Card.

# 2. Booking car rentals

The Concierge Service can provide the Cardholder with information, advice and assistance in relation to booking a rental vehicle in most major international destinations, including:

- Location
- Opening times
- Options regarding the removal and the return of the vehicle
- Vehicle type



#### • Prices Insurance

At the request of the Cardholder, the Concierge Service can make a booking on behalf of the Cardholder using the Covered Card where necessary.

# 3. Car park information and reservations

The Concierge Service can provide the Cardholder with information in relation to available parking in the car parks of major cities and airports (which may include reception and valet parking).

At the request of the Cardholder, the Concierge Service can make a booking on behalf of the Cardholder using the Covered Card where necessary.

## 4. Reservation of chauffeur-driven vehicles

The Concierge Service can provide the Cardholder with information on chauffeur-driven vehicles available for airport transfers, meetings, events or for the duration of a stay in several countries and can, at the Cardholder's request, make a booking on behalf of the Cardholder using the Covered Card where necessary.

#### 5. Courier service

The Concierge Service can provide the Cardholder with advice and assistance in relation to the organisation of a courier service (receipt and sending of letters or items), subject to international and/or geographical restrictions. At the request of the Cardholder, the Concierge Service may pay for the service on behalf of the Cardholder using the Covered Card where necessary. The Cardholder will be responsible for providing the documentation when the envelope is collected (including customs declarations and certificates of insurance).

#### 6. Information and advice on destinations

The Concierge Service can provide the Cardholder with information about a destination and advice in relation to the requests and preferences of the Cardholder. The information provided, where available, shall be as follows:

- Local activities, events and festivals
- Shopping
- Sports and leisure, facilities
- Historical and cultural attractions
- Children's activities
- How to get there
- Tourist attractions
- Exchange rates

# 7. Storage of the Cardholder's important documents

The Cardholder can ask the Concierge Service to store important information which he can easily access later. This may include information such as serial numbers or the numbers of important documents such as passports,

driving licences or bank cards. If necessary, (e.g. to report the loss or theft), the Concierge Service can provide these to the ensure that the information stored is correct and up-to-date.

#### 8. Tickets for shows and events

The Concierge Service can provide the Cardholder with information regarding spaces available for events taking place in the world's major destinations, including VIP packages if necessary. The Concierge Service can, at the request of the Cardholder, make a reservation or buy tickets on behalf of the Cardholder, if necessary using the Covered Card, directly from the venue or from the producer or resellers.

#### 9. Ferry information and reservations

The Concierge Service can provide the Cardholder with information on the departure and arrival times of scheduled ferry companies in several destinations. Where possible, at the request of the Cardholder, the Covered Card if necessary.

#### 10. Contacting a lawyer

The Concierge Service can provide the Cardholder with information in relation to lawyers in most international countries. This includes information on specialisations, addresses, phone numbers and availability.

At the request of the Cardholder, the Concierge Service can arrange an appointment on behalf of the Cardholder with the specialist concerned. This service is by no means a legal advisory service. The act of providing the name and contact details of specialists shall not constitute a recommendation by the Concierge Service.

#### 11. Flower deliveries

The Concierge Service can provide the Cardholder with information, advice and assistance in relation to the delivery of bouquets and floral arrangements from a number of identified suppliers. The service includes the following:

- Selecting bouquets and floral arrangements which may be complemented with sending chocolates or wine (depending on the location)
- Adding a personal message
- Delivery to most international cities
- Information on delivery times
- including delivery

At the request of the Cardholder, the Concierge Service may proceed with the order on behalf of the Cardholder using the Covered Card where necessary.

#### 12. Gift deliveries

The Concierge Service can provide advice and assistance to the Cardholder in relation to the selection and delivery of a gift from or to major international destinations. The Concierge Service can advise the



Cardholder on the choice of gift, the shipping options, any cultural differences to be taken into account, the price and delivery times. At the request of the Cardholder, the Concierge Service may proceed with the order on behalf of the Cardholder using the Covered Card where necessary.

#### 13. Information on golf courses

The Concierge Service can provide the Cardholder with information on major international golf courses:

- Location
- Prices
- Terms of handicap
- Course facilities
- Start times

At the request of the Cardholder, the Concierge Service can make a booking with the golf course on behalf of the Cardholder using the Covered Card where necessary

#### 14. Guest lists

The Concierge Service may provide the Cardholder with information and reserve places and establishments offering a guest list service in many cities including:

- Location
- Contact details
- Prices
- Accepted payment cards

At the request of the Cardholder, the Concierge Service can make a reservation with establishments on behalf of the Cardholder and if necessary, can confirm the reservation using the Covered Card.

#### 15. Information and booking of trips

The Concierge Service can assist the Cardholder by suggesting holidayndestinations which correspond to his expectations and by booking eithernseparate services for him from different suppliers or packages from tournoperators. At the request of the Cardholder, the Concierge Service maynmake a booking using the Covered Card where necessary.

# Information and booking of hotels and accommodation

The Concierge Service can provide the Cardholder with information, advice and assistance in relation to the reservation of hotels, villas, apartments and other short-term accommodation, including the following:

- Location
- Type of accommodation
- Services
- Prices
- Arrival and departure times

At the request of the Cardholder, the Concierge Service can make a booking on behalf of the Cardholder using the Covered Card where necessary.

#### 17. Translation services

The Cardholder can have access to a multilingual translation service. Oral translation from or to the main languages spoken is usually available by calling upon one of the employees of the Concierge Service.

## 18. Communication of the latest news

The Concierge Service can provide the Cardholder with the latest news headlines and the latest financial and sports information.

#### 19. Lost luggage and items

The Concierge Service can assist the Cardholder with finding lost luggage from most transport companies.

The Concierge Service can contact transport companies, on behalf of the Cardholder, and will regularly provide information on the progress of procedures.

The Concierge Service can also assist the Cardholder with searching for and following up lost items, including contacting third parties on behalf of the Cardholder to try to recover the lost item.

# 20. Assistance in case of the loss or theft of a payment card

The Concierge Service can help the Cardholder in his efforts in case of the loss or theft of his payment cards. The Concierge Service will inform him of the steps that need to be taken. This service is not available for store cards.

#### 21. Loss or theft of keys

The Concierge Service can transfer the Cardholder to emergency housing services in case of the loss or theft of keys in Luxembourg, France, Belgium or Germany.

Outside these countries, the Concierge Service can provide the Cardholder with information on locksmiths.

At the request of the Cardholder, the Concierge Service can arrange an appointment with a service provider on behalf of the Cardholder.

# 22. Assistance in case of the loss or theft of a mobile phone

The Concierge Service can help the Cardholder in his efforts in case of the loss or theft of his mobile phone. The Concierge Service will inform him of the steps that need to be taken and in the event that the Cardholder does not manage to inform his mobile operator, it will endeavour to take steps to report the loss or theft on behalf of the Cardholder to the mobile operator. The Concierge Service is not responsible for any failure by the mobile operator to take into account instructions given by the Concierge Service and any possible consequences.



#### Assistance in case of the loss or theft of identity documents

The Concierge Service can provide a Cardholder, whose identity documents have been lost or stolen, with the phone numbers, addresses and opening times of the nearest Consulate or embassy and advice on the procedure to follow to replace the identity documents. The Concierge Service will also try to contact, on behalf of the Cardholder, the family or friends of the Cardholder so that they can assist by providing copies of documents required by the embassy or consulate.

# 24. Medical information

The Concierge Service can provide the Cardholder with information such as the addresses, phone numbers and opening times of doctors, hospitals, dentists and pharmacies in most countries, and where such information is available, specific equipment, medical specialisations and languages spoken.

### 25. Identification and booking of meeting rooms

The Concierge Service can provide the Cardholder with information, advice and assistance with booking meeting rooms and offices in several countries, and may, at the request of the Cardholder, make the booking on behalf of the Cardholder using the Covered Card where necessary.

# 26. Sending messages

The Cardholder may ask the Concierge Service to send a brief message to a friend, family member or acquaintance by phone, fax or email. Up to six contact attempts will be made every hour from a pre-set time. In case of failure, the Concierge Service will inform the Cardholder by a predetermined method.

# 27. Train information and reservations

The Concierge Service can provide the Cardholder with information on the departure and arrival times of scheduled rail companies in several destinations. Where possible, at the request of the Cardholder, the Concierge Service may make a booking on behalf of the Cardholder using the Covered Card if necessary.

# 28. Restaurant information and reservations

The Concierge Service can provide the Cardholder with advice on restaurants in several international destinations and will endeavour to provide feedback and guideline prices on selected restaurants. The Concierge Service can check availability and make a booking on behalf of the Cardholder directly with the restaurant or through a booking portal.

#### 29. Travel information and advice

The Concierge Service may provide the Cardholder with the following information before or during a trip:

- Weather forecast
- Identity documents required
- Visas required
- Real-time information on flights departing from and arriving
- at major airports
- Addresses and phone numbers of consulates and embassies
- Public holidays
- Languages spoken
- Time zone
- Local practice and customs

#### 30. Other Concierge Services

The Concierge Service may assist the Cardholder with any other service not listed, subject to the following:

- Availability of the information needed to complete the request
- Existence of a supplier who is able to supply the goods or the service requested by the Cardholder
- Ability to reserve the goods or services required on behalf of the Cardholder

# V. TERMS AND CONDITIONS AND METHODS OF EXECUTION

## SERVICES ORDERED FROM THIRD PARTIES

Services may be ordered from external suppliers by the Concierge Service in the name and on behalf of the Cardholder, under a mandate given by the latter to the Concierge Service, subject to acceptance by the Cardholder to pay the cost of said services using his Covered Card.

No service shall be commissioned before a verbal or written agreement is obtained, depending on the amount, from the Cardholder on the purpose and the price of the request. The Cardholder is in any case free to choose external suppliers as part of the service.

In any event, the cost of services commissioned in the name and on behalf of the Cardholder from external suppliers (such as the cost of tickets, flowers, gifts, etc.) as well as all related costs (such as booking fees, cancellation fees or fees in relation to changes made to bookings, delivery fees, insurance, taxes, foreign exchange differences, etc.) shall remain his responsibility.



The Cardholder therefore expressly authorises the Concierge Service to debit from his bank account, using his Covered Card, the total cost of said services, possibly adjusted in accordance with changes in exchange rates and for this purpose, the Cardholder expressly authorises the Concierge Service to give his Covered Card number, the expiry date and the security code to suppliers agreed by the Cardholder, via any means of communication including the telephone, internet, email or fax, in accordance with international safety standards on the communication of information in relation to bank cards.

Thus, the execution of services commissioned from external suppliers is subject to the general terms and conditions and the rates charged by those suppliers, to which the Cardholder is contractually bound when he agreed to the proposed service.

In the event that the supplier does not accept payment by bank card, the Concierge Service may pay the price of the service upfront to the supplier using other means of payment. In this case, the Cardholder authorises the Concierge Service to be refunded the amount in euros or its corresponding value in euros as well as any costs associated with changes in exchange rates or other payment methods by debiting it from his bank account using the Covered Card.

#### AUTHENTICATION OF THE APPLICANT

The Concierge Service reserves the right to carry out an authentication procedure of the applicant of any request.

## **QUOTES**

In some cases, depending on the amount, prior to the start of an order of services from suppliers, the Concierge Service shall send the Cardholder a written proposal from the Concierge Service along with, where appropriate, quotes from the suppliers specifying the cost and the terms and conditions of executing the service. All documents thus sent must be returned by fax, post or email in accordance with the stipulations on the documents, signed and bearing the mention «good for agreement» by the Cardholder prior to the execution of requests by the Concierge Service.

In case of the cancellation of the request by the Cardholder after receipt by the Concierge Service of the quote accepted by the Cardholder, the administration fees and the cost of services already executed or in the process of being executed by external suppliers, according to their general terms and conditions, shall remain due by the Cardholder and shall be debited in accordance with the terms and conditions stipulated above.

Open invoices shall be drawn up in the name of the Cardholder and shall be sent to him directly by the suppliers or the Concierge Service.

### **EXCLUSIONS**

- 1. Services included within the scope of a regulated profession (e.g. estate agent, travel agent, etc.),
- 2. Any request which does not observe the

- administrative or legal constraints specific to each country,
- 3. Any unlawful request or a request which may breach the right to privacy,
- 4. All searches involving areas contrary to public policy or to accepted principles of morality,
- 5. Any request for a voicemail or conference call service,
- 6. Any searches which could be considered to be a market study or a quote comparison service,
- 7. All deliveries of goods for resale or commercial purposes,
- 8. All requests requiring intervention in a country in a state of civil or foreign war, notorious political instability or suffering peoples' movements, riots, acts of terrorism, reprisals, restrictions to the free movement of people or goods, strikes, explosions, natural disasters, nuclear explosions or any other case of force majeure,

The execution of the services is subject to all international transport regulations and national laws, including in relation to customs and ethics.

# VI. LIABILITY - LIMITS

The Concierge Service is bound by an obligation of resources and cannot be held responsible for any failure to meet the request of the Cardholder or for any consequences that may arise. In all cases, the services can only be organized subject to administrative and legal constraints specific to each country.

In addition, the Concierge Service cannot be held liable for any consequences arising from the execution of services or the communication of card numbers, or the sale of products by suppliers, who are solely liable for the execution of their own services vis-à-vis the Cardholder. Therefore, the suppliers and retailers are solely responsible for the warranty of the items sold and the quality of the services supplied as part of the Concierge Service. Any complaints arising there from may nevertheless be directed to the Concierge Service which shall be responsible for forwarding them to the suppliers concerned.

Similarly, the Concierge Service cannot be held liable for a failure to execute certain services in the event of refused payment via a bank card as some countries and/or retailers do not accept this type of payment.

The Concierge Service cannot be held liable for failures to execute the services as a result of cases of force majeure, including events such as civil or foreign wars, riots, notorious political instability, acts of terrorism, reprisals, restrictions to the free movement of people or goods, strikes, explosions, natural disasters, nuclear explosion or delays in the execution of the services as a result of the same causes.

The Concierge Service cannot be held liable for delays and/or failures to obtain administrative documents such as entry and exit visas, passports, customs declarations, etc. needed for the organization of certain services, including the transportation of the Cardholder within or



outside the country in which he is located or his entry into the country or for the shipment of certain products requested by the Cardholder or for delays in the execution of the services as a result of the same cause.

# VII. PERSONAL INFORMATION

Personal information about a Cardholder collected during the execution of the Concierge Service is intended solely for that purpose. Access to this information is limited to those who need it as part of their job within the Concierge Service.

As a Cardholder and user of the Concierge Service, unless otherwise stated by you, you agree to the storage and processing of your personal information for the execution by the Concierge Service of the services performed under these General Terms and Conditions, and to such information being given to the suppliers involved in the execution of the services.

In the absence of your agreement, the Concierge Service may be unable to execute the services.

In any case, you have the right to access, change, correct and delete information concerning you in accordance with the applicable law. To exercise this right, please contact: GCONCIERGES - 2, rue Pillet-Will 75009 Paris.

# VIII. APPLICABLE LAW

These General Terms and Conditions shall be construed and executed in accordance with Luxembourg law. Any dispute arising from these General Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of Luxembourg.

CONCIERGE SERVICE TELEPHONE NUMBER

PLEASE CONTACT GCONCIERGES AT +352 27 30 21 33

(AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK)

ALTERNATIVELY, YOU CAN EMAIL OUR SERVICE

concierge-lux@gconcierges.com