

## Appendix : General terms and conditions for using VISA cards and/or MasterCards

### Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

- "the card": the VISA card, and/or MasterCard;
- "the issuer": BGL BNP Paribas, also called "the Bank";
- "Cetrel": the public limited company CETREL/EUROPAY LUX/VISALUX having its registered office at 10, rue Gabriel Lippmann in L-5365 Munsbach, a service company to which the issuer has assigned card management;
- "the cardholder": the physical person for whose use a card is issued;
- "the account holder": the person or persons registered with the issuer as holders of an individual or joint current account from which withdrawals made with the card are debited;
- "the current account": the bank account from which withdrawals made with the card are debited;
- "the card account": the account, opened in the name of the cardholder and managed by Cetrel on behalf of the issuer, that provides information about the amounts owed as a result of transactions made with the card;
- "account statement": record of transactions on the card account, rendering the balance on said account due and payable at the specified date;
- "merchant": person authorised to accept transactions paid for with the card.

### CARD BENEFITS AND SERVICES

Art. 1: (1) The card entitles the holder to pay for products and services purchased from merchants and companies affiliated with the VISA and/or MasterCard network, upon presentation of the card and:

- (a) written signature of a sales voucher remitted to the cardholder by the affiliated merchant or company, or
  - (b) confirmation of the transaction by means of a secret personal identification number (PIN).
- (2) The cardholder may also, by presenting the card and signing a sales voucher or using his/her PIN, withdraw cash from certain bank branches or automated teller machines in Luxembourg and other countries.
- (3) Functions other than those listed above may be added at a later date.

### LIABILITY FOR AFFILIATED COMPANIES

Art. 2: Neither the issuer nor Cetrel shall be held liable for the acts or misconduct of affiliated merchants and companies to whom the card has been presented. In particular, they shall not be liable if an establishment declines the card.

### CARD ISSUANCE

Art. 3: (1) The issuer will issue a card to any applicant that meets its approval. The card may be sent to the applicant by post. In this case, the PIN will be sent under separate cover. The card is issued personally to the holder and may not be transferred. When the card is issued to the holder, he/she must immediately sign it in the space provided on the back. He/she is thus responsible for the safekeeping of the card and may use it in accordance with prevailing terms and conditions.

(2) The card remains the property of the issuer.

### FEES AND COMMISSIONS

Art. 4: (1) A fee is charged for the card. The cardholder is informed of this fee, which is debited from his/her current account.

(2) The fee can be modified provided the cardholder is informed in advance, as provided by Article 21.

(3) No foreign exchange commissions shall be charged on transactions denominated in euros.

### VALIDITY

Art. 5: The card is valid until the last day of the month and year shown on it. A new card is issued to the cardholder before the old card expires, unless the issuer refuses to do so or the cardholder cancels the card and notifies the issuer in writing two months before expiry. The cardholder must cut the expired card in half and return it to the issuer.

### RECORDING AND TRANSMISSION OF PERSONAL DATA

Art. 6: (1) Cetrel is authorised to process personal data relating to the cardholder on behalf of the Bank and the cardholder. To ensure that the card functions properly within the network, account holders and cardholders shall authorise the issuer and Cetrel to transmit data concerning themselves and the credit limit to third parties, viz. all banks and merchants participating in the international VISA/MasterCard system, card manufacturers, card embossing companies, companies holding the VISA/MasterCard licence, and international clearing and payment authorisation services, insofar as the provision of such data is vital.

(2) The issuer is authorised to verify the personal and financial information supplied by card applicants.

(3) Where the cardholder presents the card outside the territory of Luxembourg, he/she consents to and authorises (i) the gathering, storage and communication of information relating to his/her identity and account balance by any means that permit the issuer to keep appropriate transaction records and account statements; (ii) the furnishing and transmission to participants in and operators of card payment networks; (iii) the storage of such information by said participants in and operators of card payment networks; and (iv) compliance by such participants in and operators of card payment networks with the relevant laws and regulations governing data disclosure.

(4) Neither the issuer nor Cetrel shall be held liable for loss of information transiting through the card payment network, except in the event of serious negligence. The issuer and Cetrel shall not be liable for the loss of information on account statements, e.g., account balances or account numbers. The cardholder shall make every effort not to lose information.

### MULTIPLE CARDS

Art. 7: At the request of the account holder, the issuer may issue additional cards to other persons, who are thus authorised to use these cards by debiting the account holder's current account. In this case, the account holder authorises the issuer to send card account statements to the cardholder(s). The account holder can, on request and at his/her expense, receive a duplicate of the card account statement sent to the cardholder(s).

### TRANSACTIONS MADE WITH CARD

Art. 8: (1) Each time a card is used to purchase goods, obtain services or withdraw cash, the cardholder must sign a sales voucher or a cash advance voucher.

(2) He/she can use his/her PIN instead of a written signature.

(3) When an automated payment instrument is used in conjunction with a PIN, the data thus recorded shall serve as evidence of the transaction. The voucher issued by the automated system is intended solely for the cardholder's information.

Art. 9: (1) By signing a voucher or using a PIN, the cardholder acknowledges a debt to the merchant or to the financial institution that advanced the funds. The debt is taken over by VISALUX S.C. or EUROPAY Luxembourg S.C., or by any companies that may substitute for them and that hold the appropriate card licence, which pay the merchant or financial institution. The issuer then acquires the debt by paying the licence holder concerned.

(2) The account holder gives the issuer an irrevocable order to debit from his/her current account all monies owed either as a result of use of the card or under these General Terms and Conditions. In principle, the current account is debited at the beginning of the month following the month in which the account statement is dispatched.

(3) Cardholders are jointly and severally liable with the account holder for payment of the monies owed either as a result of use of the card – even where such use is wrongful, subject to the provisions of Article 17 – or under these General Terms and Conditions.

(4) The cardholder cannot stop payment of vouchers bearing his/her signature or established by using his/her PIN. Even where the cardholder has not duly signed the voucher, both he/she and the account holder are nevertheless jointly and severally liable for payment of the amounts debited from the account on the basis of the voucher established by means of the card.

(5) The issuer shall have no responsibility for any disputes between the cardholder and the affiliated merchant or business. Such disputes shall not relieve the account holder of the obligation to repay all monies he/she owes the issuer as a result of use of the card.

(6) The amount appearing on any credit vouchers signed by the merchant shall be credited as soon as possible to the card account of the cardholder.

### PROOF OF TRANSACTIONS MADE WITH THE CARD

Art. 10: (1) Use of the card in conjunction with the PIN shall constitute proof of an instruction from the cardholder to debit the transaction amount, whatever it may be, from his/her card account in the same way as if the cardholder had given such instruction in writing. The cardholder cannot stop the debit of the known transaction amount from his/her card account further to presentation of the card and concurrent use of the PIN.

(2) The parties agree to waive the provisions of Article 1341 of the Civil Code in the event of a dispute and to allow all transactions to be proved by any legally admissible means in the commercial field, including witnesses and affidavits. Where Cetrel and/or the issuer have electronic recordings of transactions, such recordings shall be sufficient proof of transaction and shall have the same evidentiary effect as a written document.

(3) The account holder authorises the issuer and Cetrel to record all telephone calls, for security and evidentiary reasons. The parties agree that the tape recordings may be used in a court of law and shall have the same evidentiary effect as a written document.

### PERSONAL IDENTIFICATION NUMBER (PIN)

Art. 11: The PIN is printed inside a sealed envelope, which is dispatched to the cardholder. The cardholder must destroy this document once he/she has memorised the PIN. The PIN is personal and non-transferable. The cardholder is responsible for keeping it totally secret. He/she must not write the PIN on the card or on any document stored with it or accessible to a third party, nor must he/she disclose the PIN to another person. The issuer may change the PIN at any time using the procedure described above.

### CREDIT LIMIT

Art. 12: The cardholder is not authorised to exceed the credit limit granted by the issuer and communicated to the account holder or cardholder.

### ACCOUNT STATEMENT

Art. 13: (1) A card account statement shall be sent to the cardholder at least once a month. This statement lists the transactions made by the cardholder with the card, based on the transaction vouchers sent to Cetrel since the previous statement was drawn up. It also lists all fees and commissions.

(2) The account holder shall inform Cetrel and the issuer, in writing and without delay, of any error in or challenge with regard to transactions effected by card and shown on the statement. If no written complaint is received within the time period specified in the General Terms and Conditions of the issuer, the account holder shall be deemed to have accepted the transactions shown on the statement.

Each transaction shown on the statement is an individual payment transaction. Accordingly, any challenge to a particular transaction, and any refund thereof, shall have no effect on the other transactions shown on the statement, which shall be settled at the specified date.

(3) Unless the account holder requests otherwise, card-account statements for supplemental cards are sent to the holders of those cards. The cardholder informs the issuer or Cetrel of any change of domicile or address to which statements should be sent.

### CARD ACCOUNT

Art. 14: (1) The amount shown on sales vouchers or cash advance vouchers and resulting from the use of the card shall be debited from the cardholder's card account.

(2) Fees, debit interest and other commissions are also debited from the account.

(3) The following items are credited to the account:

- additional payments
- adjustments

(4) For cash withdrawals, the statement shows, in addition to the amount withdrawn, the administrative expenses and commissions charged by the institution advancing the funds.

(5) Foreign currency transactions are converted to euros. The exchange rate applied is the rate on the day such transactions are processed by the organisation in charge of international clearing for card systems.

The applicable exchange rate is the daily rate set by VISA or MasterCard at the transaction processing date, plus VISA or MasterCard expenses and a foreign exchange commission, as specified in the issuer's scale of charges.

### PAYMENT OPTIONS

Art. 15: Account holders have two payment options. The default option is the first option described below. The account holder can modify this choice during the validity period of the card on condition that formalities be completed at a branch office and that the issuer accept the application.

Option 1: give an irrevocable order to the issuer to debit the full amount shown on the statement from the current account. In this case, no interest is charged.

Option 2: give an irrevocable order to the issuer to debit his/her current account either with the minimum payment required by the issuer or with a percentage set by the account holder between such minimum payment and the total balance on the date the statement is issued. Such debit shall be made before the cut-off date shown on the statement, without prejudice to the provisions of Article 16.

(a) Interest is charged on the outstanding balance at a variable rate in keeping with rates in effect at the time of subscription, and is deducted monthly. This rate may be modified to reflect changes in the Bank's general terms and conditions.

(b) The account holder can make additional payments at any time by crediting the account mentioned on the statement.

(c) As per Article 12, if the credit limit is exceeded, the excess amount shall be immediately due and payable, and shall be debited from the current account.

### INSUFFICIENT FUNDS

Art. 16: If the balance on the current account is not sufficient to cover the amount due at the date shown on the statement or if there is a significantly greater risk that the account holder may be unable to meet his or her payment obligation at that date, the issuer may, without prior warning, withdraw the card(s) issued on that account and block any subsequent measures taken by the cardholder. The cardholder and the account holder will be informed in writing. The issuer may inform affiliated merchants and companies as well as licence holders of its decision and ask them to decline the card. In this case, the total amount on the card account shown on the statement shall be immediately due and payable and shall be debited from the current account.

### LOSS OR THEFT AND SECURITY

Art. 17: (1) The issuer reserves the right to block the card without prior notice or warning for reasons of card security or the presumption of unauthorised or fraudulent use of the card. The cardholder and the account holder will be informed in writing.

(2) If the card is lost or stolen or if the PIN is divulged, even accidentally, the holder must immediately inform Cetrel thereof by phoning (+352) 49 10 10 (service open around the clock, seven days a week). He/she must send written confirmation as quickly as possible and must report the loss, theft or fraudulent use of the card to the police within 24 hours. The holder must send proof of his/her police declaration to the issuer or Cetrel as quickly as possible.

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(3) As soon as Cetrel has registered the cardholder's declaration, neither party shall be liable for fraudulent use of the card.

However, in the event of bad faith, fraudulent conduct or serious negligence on the part of the cardholder, and notably where the security rules listed in Article 12 herein have not been respected, the cardholder and the account holder shall be jointly and severally liable for use of the card even after making the declarations provided for in paragraph (2).

(4) If the cardholder finds the card after having declared the loss, he/she may no longer use it; he/she must cut it in half and return it to the issuer or Cetrel. The same procedure must be followed if the cardholder is aware or suspects that a third party knows the PIN. If the card is stopped, a new card is automatically issued, at the cardholder's expense.

### CANCELLATION OF THE AGREEMENT, COMMON PROVISIONS

Art. 18: (1) The issuer, the account holder and the cardholder can cancel the agreement between them at any time without having to furnish an explanation.

(2) Upon cancellation, the total debit balance on the card account shall immediately become due and payable and shall be debited from the current account. Further, the account holder shall be liable for all transactions that had not been debited from the current account when the agreement was terminated.

### CANCELLATION BY THE CARDHOLDER OR THE ACCOUNT HOLDER

Art. 19: (1) Where the account holder or the cardholder wishes to cancel the agreement, he/she shall do so either by registered letter or by means of a written declaration remitted to one of the issuer's branch offices. The holder shall cut the card in half and return it to the issuer. Cancellation shall not take effect until the holder has thus returned the card to the issuer.

(2) Cancellation of the agreement by the account holder shall automatically entail the cancellation of agreements entered into with the holders of supplemental cards.

(3) Cancellation of the agreement by a cardholder who does not hold a current account does not automatically entail the cancellation of the agreement entered into with the account holder and with other cardholders.

(4) The account holder is entitled to cancel the agreement binding the issuer and the holder of a supplemental card. In this case, the account holder shall be jointly and severally liable for transactions made with the card until such time as said card is cancelled with the issuer.

### CANCELLATION BY THE ISSUER

Art. 20: (1) Where the issuer cancels the agreement with the account holder, it shall inform the account holder and the cardholders thereof by registered letter.

(2) If the cancellation involves a card other than that held by the account holder, both the cardholder and the account holder shall be informed.

(3) As soon as notice of cancellation has been given, the holder(s) may no longer use the card(s) and must send it/them back to the issuer. However, both the account holder and the cardholder remain jointly and severally liable for any transactions made after notification of cancellation and until the card(s) is/are actually returned to the issuer or Cetrel.

(4) The obligation to pay for purchases made with the card is unaffected.

(5) If the card is used after the issuer has demanded its return, appropriate legal action may be taken.

### AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

Art. 21: (1) The issuer may propose amendments to these general terms and conditions or to the fee at any time, by means of a notice printed, inter alia, on the account statement.

(2) If the holder disagrees with the proposed amendment, he/she may exercise his/her right to cancel within two months of being informed of the amendments. Absent an objection within this period, he/she is deemed to have accepted the amendment, which shall come into force two months after dispatch of the notice.

### MISCELLANEOUS

Art. 22: Any matter not expressly provided for herein shall be covered by the issuer's General Terms and Conditions (General terms of business).

### GOVERNING LAW - JURISDICTION

Art. 23: (1) Relations between, the issuer and the holder(s) shall be governed and interpreted in accordance with the laws of Luxembourg.

(2) The courts of the Grand Duchy of Luxembourg shall have sole jurisdiction for any dispute between the customer and the issuer. However, the issuer may refer the dispute to any other court which, failing the preceding election of jurisdiction, would normally be competent in respect of the holder(s).

## Appendix : Terms and conditions regarding the use of 3-D Secure

<p><b>Purpose</b></p> <p>3-D Secure is an internationally recognised standard of cardholder identification for online credit card payments and is called « MasterCard® SecureCode™ » when paying with MasterCard® and « Verified by Visa » when paying with Visa. Its purpose is to increase security in online transactions, by reducing the chances of fraud for those transactions.</p> <p>These Terms and Conditions set out the conditions regarding the use of the 3-D Secure service. They supplement and are incorporated in the General Terms and Conditions of the Issuer (hereinafter referred to as "General Terms and Conditions of the Issuer") regarding the use of VISA or MasterCard credit cards between the bank which issued the credit card (hereinafter referred to as "Issuer") and the holder of the credit card (hereinafter referred to as "Customer").</p> <p><b>Art. 1: Registering for 3-D Secure</b></p> <p>(1) The Customer may register for 3-D Secure during an online transaction with a site that offers 3-D Secure.</p> <p>(2) If the Customer declines the request to register, online transactions with a site that offers 3-D Secure may not be successfully completed.</p> <p>(3) The Customer must, in accordance with the guidelines such as defined under article 3 of the present Terms and Conditions, set his/her 3-D Secure password (hereinafter referred to as "Password"). Furthermore, the Customer has to define a personal security message (hereinafter referred to as "Security Message"). This Security Message will appear during all future 3-D Secure transactions at the same time as the request to enter the Password in the entry field.</p> <p>(4) Registration for 3-D Secure is free and takes place over an encrypted Internet connection. By registering to 3-D Secure, the Customer is deemed to have accepted the present Terms and Conditions.</p> <p>(5) The Customer needs to separately activate each of his/her credit cards. At a replacement, the new card needs to be activated, as well.</p> <p><b>Art. 2: Card use and authorisation</b></p> <p>(1) By entering the Password, card transactions are deemed to be approved according to the provisions of the General Terms and Conditions of the Issuer.</p> <p><b>Art. 3: Obligation of due diligence and co-operation</b></p> <p>(1) The Customer must choose a secure Password which should not include combinations that are easily ascertainable (e.g. telephone numbers, birthdays, car licence numbers, the name of the Customer or names of family members).</p> <p>(2) The Customer is bound to take all the necessary steps to ensure the safety of the Password and Security Message. Notably, he/she undertakes not to note them down or electronically save them, either fully or altered nor in encrypted or unencrypted form on the credit card or otherwise. The Customer also undertakes not to give the Password and the Security Message to a third party or make it accessible to a third party in any way.</p> <p>(3) The Customer may only enter the Password for online transactions if the entry field displays the Customer's Security Message as well as the «Master-Card® SecureCode™» or «Verified by Visa» logo.</p> <p>(4) In the event that the Password and/or the Security Message is/are missing or if there is any suspicion of misuse, the Customer</p>	<p>must immediately notify the Issuer. The Customer solely is responsible for maintaining the confidentiality of the Password and/or of the Security Message.</p> <p>(5) The Customer must immediately change his/her Password and/or Security Message when he/she has reason to believe that a third party knows his/her Password and/or Security Message.</p> <p><b>Art. 4: Liability</b></p> <p>(1) The liability provisions as set out in the General Terms and Conditions of the Issuer remain valid.</p> <p>(2) The Issuer does not guarantee that 3-D Secure will always be available and is not liable for any damages resulting from disruption, interruptions (including necessary system maintenance) or overloading of the systems of the Issuer or of any of the Issuer's commissioned third parties.</p> <p>(3) Furthermore, the Issuer shall not be liable for any failures of the 3-D Secure service caused by any machines failing to work, industrial disputes or other events that the Issuer cannot reasonably control.</p> <p><b>Art. 5: Modification of the present Terms and Conditions</b></p> <p>(1) The Issuer reserves the right to amend these Terms and Conditions at any time. The Customer will be informed in accordance with the relevant provisions of the General Terms and Conditions of the Issuer.</p> <p><b>Art. 6: Termination</b></p> <p>(1) The Issuer reserves the right to terminate 3-D Secure at any time.</p> <p><b>Art. 7: Applicable Law and Jurisdiction</b></p> <p>(1) The applicable law and the place of jurisdiction shall be determined in accordance with the relevant provisions of the General Terms and Conditions of the Issuer.</p>
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