

In case of litigation, only the herewith French version of the general sales terms shall be deemed authentic.

Preamble

Under the terms of these conditions, the following definitions apply:

- "the card": card used to access "V PAY" services
 - "the issuer": BGL BNP Paribas, also called "the Bank"
 - POST: Point of Sale Terminal
 - ATM: Automatic Teller Machine
 - "SIX": the société anonyme SIX Payment (Europe) SA having its registered office at L-5365 MUNSBACH, 10 rue Gabriel Lippmann, service provider to which the issuer has outsourced 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
- "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 or Contactless transactions possible.
- "NFC 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) "V PAY" services

Description

Art. 1a: "V PAY" are services that enable customers in Luxembourg or abroad to make withdrawals through a network of automated teller machines (ATMs) and to pay retailers through a network of point-of-sale (POS) terminals.

Art. 1b: "V PAY" services are also designed to enable clients to conduct, in Luxembourg, exclusively through the BGL BNP PARIBAS ATMs network, particular banking transactions including payments and transfers.

Use

Art. 2: To make withdrawals or payments using "V PAY", the cardholder inserts a personal magnetic swipe card and/or an electronic chip card into one of the designated terminals, which will display the services' logo, and enters his or her confidential personal identification number (PIN). Sometimes, when using the "V PAY" service, it may be necessary to sign a sales voucher.

Retailers accepting payment by "V PAY" will indicate this by displaying the services' logo in a clearly visible location.

Payments are made exclusively through BGL BNP PARIBAS ATMs with the note "Payments". Transfers are made exclusively through BGL BNP PARIBAS ATMs, which are specially designed for this purpose.

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

The NFC Contactless function cannot be used for ATM transactions in Luxembourg. However, this is a possibility in some countries.

Cardholders can only carry out NFC transactions on NFC terminals.

Security

Art. 3: To prevent the fraudulent use of the services offered by the "V PAY" card, the cardholder undertakes to keep the card at a safe place and to memorise the PIN code and keep it secret. PIN codes must never be written on the card itself or on any document kept with it.

The written notification of the PIN code must be destroyed once the number has been memorised. If the cardholder forgets the PIN code, he or she can contact their Bank, which will reissue it.

Failure to observe these guidelines will be deemed gross negligence on the part of the cardholder, who will then be fully liable for the card's misuse and will have to bear any losses arising from such misuse.

Art. 3a: The issuer will issue a card to any applicant that meets its approval.

Art. 3b: The issuer reserves the right to block the card without prior notice for reasons of card security or if there is a presumption of unauthorised or fraudulent use of the card. The customer shall be informed in writing of this action. 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.

Art. 4: If a card is lost or stolen, the cardholder must call the 24-hour Card Centre on (+352) 49 10 10 as soon as possible in order to prevent the card from being used fraudulently. Once the Card Centre or branch has been informed of the loss or theft, the cardholder will not be liable for fraudulent use of the card, unless he or she has acted fraudulently, knowingly or with gross negligence.

Limits

Art. 5: Unless otherwise agreed, every seven calendar days the cardholder can withdraw up to EUR 2,500 per account at ATMs. The same limit applies to payments at POS terminals. These arrangements for ATM withdrawals and POS payments apply only if the account contains sufficient funds or if a line of credit is in place.

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 from time to time.

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

Art. 6: Payments using the "my accounts" function are limited up to an exchange-value of EUR 3,000 maximum per transaction.

Transfers using the "other accounts" function are authorised using the account holder's current account as the principal account with an account open in the following countries: Luxembourg, Belgium, Germany, France, Portugal and are restricted to euros up to EUR 3,000 maximum per transaction and EUR 6,000 maximum for each 7 day period prior to the transaction.

Art. 7: The cardholder or holder of the account to which the card is linked authorises the Bank to debit from the account any sums withdrawn, paid or loaded using the card and recorded under its number in the "V PAY" electronic systems.

Art. 8: Evidence that the transaction has taken place and been properly executed is supplied by the data recorded by the ATM or POS terminal and registered by the Bank or by the operator to which it has delegated the system management.

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

V PAY 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 is entitled to modify the limits for transactions covered by the card. The Bank will inform the cardholder of such changes in writing.

Art. 10: In the case of significantly increased risk that the account holder will be unable to meet his/her payment obligations, the Bank reserves the right to block the card without formal notice or prior notice and will inform the customer of this in writing.

Fees

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

Art. 12: The Bank may change its fees at any time provided it gives cardholders advance notification. Such notification may be supplied by any means, including on account statements.

Art. 13: The cardholder or holder of the account to which the card is linked authorises the Bank to debit the above fees from his or her account. Notification of payment will appear on the holder's account statements.

Miscellaneous

Art. 14: The card remains the property of the Bank. The cardholder is required to return the card if so requested and, in any event, before he or she cancels the current account to which the card is linked. An account may not be closed until 30 days after the card has been returned.

Art. 15: Transactions made with V PAY 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: The cardholder must inform the Bank as soon as possible if an unauthorised transaction is recorded in his or her account or if there are any errors or irregularities in the management of that account. The Bank shall not be held liable if ATMs, POS terminals fail to function. The cardholder may not cancel payments made using the card.

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

V PAY cardholders may ask their bank to deactivate the NFC Contactless function in writing, by phone or via online banking. This deactivation will only become effective once the V PAY cardholder has made a transaction with his or her 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, the issuer may deactivate the V PAY card if it issues the cardholder with a new card having similar functions, provided that it gives the V PAY cardholder two months' notice of its intention to deactivate said card.

The NFC Contactless function is valid throughout the period of validity of the card.

Art. 18: At the joint request of the card holder and the account holder, the limit for using the "V PAY" card for ATM withdrawals and payments through a point-of-sales terminal may be modified with the consent of the Bank.

Art. 19: The Bank may propose at any time, by written notification alone and in particular on account statements, a change in the current conditions. If the cardholder does not agree with the change, he or she must exercise his/her right to cancel within two months of the proposed modification being sent. If he or she expresses no objection within this period, he or she is deemed to have accepted the modification, which takes effect two months after notification has been sent.

For all other matters not expressly dealt with herein, the Bank's General Terms and Conditions shall apply.

Transmission of data to SIX S.A.

Art. 20: SIX SA, having its registered office in Munsbach, 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 SA network, account holders and cardholders authorise the Bank and SIX SA to share with third parties, namely all banks and all retailers participating in the V PAY 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) The card for young people aged 18-29

Description

The card for young people aged 18-29 is a special payment card issued by BGL BNP Paribas to young customers aged 18-29. It gives access to the "V PAY" services, subject to the general terms and conditions of use, as well as to special terms and conditions, notably in terms of fees and limits. In principle, the card for young people aged 18-29 may be issued only to customers subscribing to a 18-29 youth account.

Limits

Every seven calendar days, the cardholder may withdraw up to EUR 1,500 per account from ATMs. The same limit applies to POS-terminal payments. These arrangements for ATM withdrawals and POS payments apply only if the account contains sufficient funds. Payments and transfers are authorised under the same limits as "A) "V PAY" Services", as mentioned above.

C) The card for young people aged 12-17

Description

The 12-17 youth card is a payment card issued by BGL BNP Paribas to young customers aged 12-17. It offers access to the "V PAY" services with the exception of payments and transfers, following the General Conditions for Use of these services and Special Conditions. In principle, 12-17 youth cards may be issued only to customers subscribing to a 12-17 youth account.

Limits

Every seven calendar days, the cardholder may withdraw up to EUR 250 per account from ATMs. The same limit applies to POS-terminal payments. These arrangements for ATM withdrawals and POS payments apply only if the account contains sufficient funds.

Authorisation and guarantee by parent(s) or guardian(s)

Before a 12-17 youth payment card can be issued, the minor's parent(s) or guardian(s) must first give their consent and state that they understand the limits applicable to use of the 12-17 youth payment card.

The parent(s) or guardian(s) of a minor holding a 12-17 youth payment card promise(s) that when the minor reaches the age of majority, he or she will approve transactions carried out using the 12-17 youth payment card.

Furthermore, the parent(s) or guardian(s) agree(s) to be jointly and severally liable with the minor holding a 12-17 youth payment card and undertake(s) to pay to BGL BNP Paribas at the latter's request any sums that the 12-17 youth cardholder owes BGL BNP Paribas as a result of using the 12-17 youth card.

D) Jurisdiction and applicable law

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 V PAY 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 sole jurisdiction in the event of a dispute between said holders and the Bank.

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