

# APPENDIX: GENERAL TERMS AND CONDITIONS FOR USING VISA CARDS AND/OR MASTERCARD CARDS VALID AS AT 1 APRIL 2019

**IN CASE OF LITIGATION, ONLY THE HERE WITH FRENCH VERSION OF THE GENERAL SALES TERMS SHALL BE DEEMED AUTHENTIC.**

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## Introduction

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The terms as used in these General Terms and Conditions shall have the following meanings:

- «the card»: the Visa card, and/or Mastercard card;
- «the issuer»: BGL BNP Paribas S.A., also called «the Bank»;
- «SIX»: the public limited company SIX Payment Services (Europe) S.A. 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 SIX 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.
- «NFC» (Near Field Communication): technology that allows a cardholder to carry out payment transactions on an NFC terminal without having to insert the card in a terminal, i.e. without physical contact of the card with the terminal. This technology allows NFC transactions, also known as Contactless transactions.
- «NFC» or «Contactless transaction»: a payment transaction “without contact” carried out using NFC technology on an NFC terminal.
- «NFC terminal»: an electronic payment terminal that integrates NFC technology, which does not require the insertion of the card in the terminal to carry out an NFC transaction and identified as such on the terminal or immediately next to it.

## 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 the Grand Duchy of Luxembourg and other countries.

(3) Functions other than those listed above may be added at a later date.

**Art. 1 bis:** The card is equipped with NFC technology, also known as Contactless payment technology, which allows payment to be made by holding the card a few centimetres from the payment terminal, i.e. without having to insert the card in the terminal.

The cardholder may only carry out NFC transactions on NFC terminals.

**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 17 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.

## Liability for affiliated companies

**Art. 2:** Neither the issuer nor SIX 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.

## Supply, 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. The NFC technology is effective for as long as the card remains valid.

### Recording and transmission of personal data

**Art. 6: (1)** SIX 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 SIX 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 the Grand Duchy 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) In order to ensure the continuity of regular payments made on the old card, the account- and cardholders authorise the issuer and SIX 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) Neither the issuer nor SIX shall be held liable for loss of information transiting through the card payment network, except in the event of serious negligence. The issuer and SIX 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 address of the account holder. The account holder can, on request and at his/her expense, receive a duplicate of the card account statement sent to the cardholder(s).

### Card use

**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.

### Transactions made with card

**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 SIX 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 SIX 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. The cardholder accepts and acknowledges that their consent to an NFC transaction is given by the fact of their passing their card in front of the NFC terminal.

## 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-transferrable. 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.

**Art. 12 bis:** NFC transactions may only be carried out within the limit defined by the NFC terminal. In the event that the amount of the transaction exceeds this limit, the cardholder must enter their PIN in order to continue with the transaction.

Depending on the amount of the transaction and the number of NFC transactions carried out, the cardholder may be required to insert their card and/or use their secret code.

In all cases, the cardholder must comply with the instructions appearing on the NFC terminal.

## Account statement

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

**(2)** The account holder shall inform 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)** Card-account statements for supplemental cards are sent to the holders of those cards to the address of the account holder. The cardholder informs the issuer 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 accepts 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 SIX 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 SIX as quickly as possible.

**(3)** As soon as SIX 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 SIX. 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 SIX.

**(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 at any time propose an update to these general terms and conditions, or to the fees for supplying and using the card, just by giving written notification, on the statement in particular.

**(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 the Grand Duchy 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).