

APPENDIX: GENERAL CONDITIONS FOR USING THE WEB CREDIT CARD (MASTERCARD)

Definitions

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

- "card": the number of the Web Credit Card Mastercard (no plastic medium);
- "presentation": use of the card by disclosing or inputting the card number and expiry date, and in certain cases, at the request of the merchant, by disclosing or inputting the CVC2 security code, in order to carry out transactions on the Internet and/or to place orders remotely;
- "issuer": BGL BNP Paribas;
- "SIX Payment Services (Europe) S.A": SIX Payment Services (Europe) S.A, a limited company having its registered office at 10, Parc d'Activité Syrdall, L-5365 Munsbach, tel: +352 355 66-1, a service company commissioned by the issuer to manage cards;
- "cardholder": the natural person in whose name and for whose use a card is issued;
- "account-holder": the person(s) holding an individual or joint current account with the issuer, from which all expenditures made with the card are debited;
- "current account": the bank account that is debited in respect of payments arising from the use of one or more cards;
- "card account": the account, opened in the name of the cardholder and managed by SIX Payment Services (Europe) S.A 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 on the Internet and remote orders made with the card.

Benefits of the card

Art. 1: (1) The card entitles the holder to pay for products and services purchased from merchants and companies affiliated with the Mastercard networks, upon presentation of the card.

(2) 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 belonging to the holder; "PIN" refers to any security measures included in the third-party payment application and/or system on which the application is installed.

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

Art. 2: Neither the issuer nor SIX Payment Services (Europe) S.A 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.

Issuance of the card

Art. 3: (1) The issuer will issue a card to any applicant that meets its approval. The card is issued personally to the holder and may not be transferred. The cardholder is 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) An annual fee is charged for the card. The cardholder is informed of this fee, which is debited from the card account.

(2) The annual fee can be modified provided the cardholder is informed in advance, in accordance with Article 21.

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

Validity

Art. 5: The card is valid until the last day of the month and year, as shown. A new card shall be issued to the holder before the old card expires, unless the issuer refuses to do so or the holder cancels the card and notifies the issuer in writing two months before expiry.

Recording and transmission of personal DATA

Art. 6: (1) SIX Payment Services (Europe) S.A is authorised to process personal data relating to the cardholder on behalf of the issuer and the holder. To ensure that the card functions properly within the network, account-holders and cardholders shall authorise the issuer and SIX Payment Services (Europe) S.A to transmit data concerning themselves and the credit limit to third parties, viz. all banks and merchants participating in the international Mastercard system, card manufacturers, card embossing companies, companies holding the 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 permits 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 informational 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 Payment Services (Europe) S.A. 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 Payment Services (Europe) S.A 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 Payment Services (Europe) S.A 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 supplemental 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).

Transactions made with the card

Art. 8: (1) By presenting the card, the cardholder is acknowledging a debt to the merchant who advanced the funds. The debt is taken over by Europay Luxembourg S.C., or by any companies that may substitute for it 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.

(4) The issuer shall be stranger to any disputes between the cardholder and the affiliated merchant or company. Such disputes

shall not relieve the account-holder from the obligation to repay all monies he/she owes the issuer as a result of use of the card.

Proof of transactions made with the card

Art. 9: (1) 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 Payment Services (Europe) S.A 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.

(2) The account-holder authorises the issuer and SIX Payment Services (Europe) S.A 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.

(3) Presentation of the card shall constitute proof of an instruction from the cardholder to the issuer 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.

Security Code (CVC2)

Art. 10: The code is personal and non-transferrable. The holder shall not disclose the PIN to a third party, except where the merchant requests such disclosure when the card is presented.

Credit limit

Art. 11: 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. 12: (1) A card-account statement shall be sent at least once per month to the address of the account holder. The statement lists the transactions made by the cardholder with the card, based on the transactions that have reached SIX Payment Services (Europe) S.A 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 Bank's General Terms and Conditions, 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. 13: (1) The sum of all transactions resulting from presentation of the card shall be debited from the cardholder's card account.

(2) The following items are also debited from such account:

- the annual fee and other expenses
- interest expense and commissions

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

- adjustments

(4) Foreign currency transactions are converted to euro at the exchange rate prevailing on the day such transactions are processed by the organisation in charge of international clearing for different card systems. The applicable exchange rate is the daily rate set by Mastercard. In addition, Mastercard fees and a foreign exchange commission, as specified in the issuer's scale of charges, are charged.

Payment methods

Art. 14: The account-holder gives an irrevocable order to the issuer to debit the full amount shown on the statement from the current account. No interest is charged.

Insufficient funds

Art. 15: 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 about 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, theft and security

Art. 16: (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, the cardholder must immediately inform SIX Payment Services (Europe) S.A thereof by phoning (+353) 49 10 10 (service open around the clock, seven days per 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 Payment Services (Europe) S.A as quickly as possible.

(3) As soon as SIX Payment Services (Europe) S.A 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 action or serious lack of caution on the part of the cardholder, and notably where the security rules listed in Article 11 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) of this article.

(4) If the holder finds the card after having declared the loss, he/she undertakes not to use it again and to destroy it. If the card is stopped, a new card is automatically issued, at the cardholder's expense.

Cancellation of the agreement common provisions

Art. 17: (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. 18: (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. He/she thereby undertakes not to use the card again and to destroy it.

(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. **(5)** If the holder cancels the agreement less than two months before the card expires, the next annual fee provided for in Article 5 shall remain due and payable.

Cancellation by the issuer

Art. 19: (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 destroy it. 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 Payment Services (Europe) S.A.

(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 20: (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 2 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 2 months after dispatch of the notice.

Other provisions

Art 21: The Bank's General Terms and Conditions apply to any matters not expressly provided for hereon

Governing law-jurisdiction

Art. 22: (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 other court which, failing the aforementioned election of jurisdiction, would normally be competent in respect of the account-holder(s).

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