

Customer ID :

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## GENERAL TERMS AND CONDITIONS FOR THE USE OF VISA CREDIT CARDS

### DEFINITIONS

#### Article 1

The following definitions apply to these General Terms and Conditions of Card Use for VISA Credit Cards:

- the "Card" or "card": VISA credit card;
- the "Business card": credit card that can only be used for business expenses and deposits directly credited to the account of the company, public body or independent professional (individual person) associated with the business card.
- the "Issuer" or "the Bank": Banque Internationale à Luxembourg, société anonyme (a public limited company), 69 route d'Esch, L-2953 Luxembourg, the financial institution issuing the card, licensed in Luxembourg by the Commission de Surveillance du Secteur Financier;
- "Worldline Financial Services (Europe) S.A.": the société anonyme (public limited company) Worldline Financial Services (Europe) S.A. Payment Services (Europe) S.A. (a public limited company), having its registered office at 33 rue du Puits Romain, L-8070 Bertrange, tel. +352 35 56 61, the service provider appointed by the issuer to manage the cards;
- the "cardholder": the individual person for whom the card is issued, both in their name and for their use;
- the "account holder": the person(s) having a personal or joint current account with the issuer, to which all transactions made with the card can be charged;
- the "card account": the account held in the name of the account holder and administered by Worldline Financial Services (Europe) S.A. on the issuer's behalf, which shows the amounts owed for transactions made with the card;
- the "card account statement": the statement relating to the card account. The specified amount is payable on the date shown once the statement has been sent or made available;
- the "current account": the bank account to which all payments made through the use of one or more cards will be charged;
- "PIN" (Personal Identification Number): the confidential, personal code used to identify the cardholder;
- "NFC" (Near Field Communication): technology that allows the cardholder to make payments using an NFC payment terminal without needing to insert the card, i.e. without that card coming into physical contact with the terminal and without the need to enter the PIN;
- "NFC transaction": "contactless" payment transaction using NFC technology on an NFC terminal;
- "NFC terminal": electronic payment terminal using NFC technology, identified as such on the terminal or in its vicinity.

### SERVICES PROVIDED WITH THE CARD

#### Article 2

- (1) The card gives the cardholder the option of purchasing goods and services offered by merchants and companies affiliated with the VISA network:
  - a) by presenting the card and signing a transaction slip produced by the affiliated merchant or company, or
  - b) by presenting the card and confirming the transaction with the PIN or, in the case of remote payments, by indicating or entering the card number and expiry date as well as, in certain instances, the CVC2 security code (hereafter the "card details"), or
  - c) by using the NFC feature on an NFC terminal; depending on the transaction amount and the number of NFC transactions carried out, the user may be required to insert the card and/or enter the PIN.
- (2) The cardholder may also obtain cash from specified bank branches or ATMs both in Luxembourg and abroad by presenting the card and signing the transaction slip or entering the PIN.
- (3) The cardholder may make cash withdrawals and deposits using the Bank's ATM network. Until further notice, cash withdrawals at BIL ATMs are limited

to an amount set for each card. This limit applies to periods of seven calendar days. Withdrawals can be made within the limits of the account balance or overdraft facility. The withdrawal limit applicable to the Bank's ATMs is not available to Business card holders.

- (4) Business cards may be used for professional purposes only.
- (5) The Bank draws the cardholder's attention to the fact that any claim (current or future, of any kind) that it has or may come to have against the cardholder, resulting from any use of the VISA card(s), is pledged to Visalux S.C. or any replacement company as the Visa card licence holder, which pays the merchant or, in the case of an ATM withdrawal, the financial institution. The cardholder accepts this pledge.

As a result of this pledge, Visalux S.C. (or any replacement company) may send the Bank's cardholder notification that the claim has been transferred.

#### Article 3

The issuer bears no responsibility for errors or omissions by affiliated merchants or companies to whom the card is presented. In particular, it may not be held responsible if the card is not accepted.

### PROVISION OF THE CARD

#### Article 4

- (1) The issuer shall provide a card to clients upon request and subject to acceptance. Business cards must be linked to a current account opened in the name of a company or public body or independent professional (individual person). Charges incurred on the card's issuance will be debited from this account in accordance with the Bank's tariff overview. The card is in the holder's name only and is not transferable. The cardholder must sign the back of the card immediately upon delivery. The card then passes into the care of the cardholder, who has the right to use it in accordance with the General Terms and Conditions of Card Use, after activating it in accordance with the instructions received from the Bank.
- (2) The card remains the property of the issuer.
- (3) The issuer will send the card and PIN separately, by post, to the address provided on the application form.

### MONTHLY FEE

#### Article 5

- (1) The card is issued subject to a monthly fee, as shown in the Bank's fee schedule, which may be amended in accordance with the Bank's General Terms and Conditions.
- (2) This fee shall be debited from the current account. The card may be issued as part of a package, in which case the above-mentioned monthly fee will be included in the price of the package. The Bank's fee schedule applies when a lost or stolen card is replaced.

### VALIDITY OF THE CARD

#### Article 6

The card is valid until the last day of the month and year indicated. Upon expiry of the card, the cardholder will receive a new card unless the issuer declines to issue one or the cardholder or account holder notifies the issuer in writing of its cancellation two months prior to the expiry date. The cardholder must cut the expired card in half and return it to the issuer.

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## COLLECTION AND TRANSFER OF PERSONAL DATA

### Article 7

As data controller, the Bank processes personal data in accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR").

The purpose of this processing is to provide clients with a credit card and to manage the life cycle of this card (its use, cancellation and replacement, and the management of its PIN and limits) by collecting the following types of personal data:

- personal details (first name, surname, date of birth, place of birth, signature, etc.);
- contact details (postal address, email address, telephone number (landline and/or mobile));
- current account and card account details (card number, IBAN);
- authentication (PIN);
- transaction details (payments made with the card); and
- Electronic communications with the Bank.

The justification for the processing is based on Article 6, paragraph 1, point b), of the GDPR, insofar as it is needed for the fulfilment of these General Terms and Conditions. The Bank would be unable to provide the service to the client if the aforementioned personal data were not supplied.

The recipients of the personal data in question are the Bank and Worldline Financial Services, both located in Luxembourg. For the purpose of ensuring that the card works across the network, and for the prevention, detection and analysis of fraudulent transactions, the cardholder and account holder authorise the Bank and Worldline Financial Services to share data on the card's use, personal data relating to the card and account holder(s), and information on the card's credit limit, with third parties, especially Visalux S.C. but also any bank or merchant belonging to Visa's international network, any merchant belonging to national and foreign point of sale networks, card manufacturers, and companies that manage card-related insurance insofar as the processing of such data is essential.

Whenever the Bank replaces a card (issuing a new card upon expiry or a replacement card following theft, loss or fraud), it has to share details of the new card with Visa's international network to ensure that any direct debits and standing orders charged to the old card are still made with the new card.

The recipients of this personal data may be located outside the European Economic Area (EEA) and may, in particular, be in countries where the level of personal data protection is below that required in the EEA.

The Bank is permitted to check all of the personal and financial details submitted on the application form.

Under the relevant legislation, the Bank will retain the client's personal data for 10 years after the termination of all business relations with the client.

The Bank may rely on automated decisions to accept or reject any request by the client to change a card's limits. Such processing is also based on the Bank's legitimate interests, namely to provide a quick answer to any client requesting a change of limit. When a decision is reached by automated means, the client may object to this processing and ask for a human to amend their card limits, on the terms set out below.

The client has the following rights regarding the Bank's processing of their personal data:

- the right to access their data;
- the right to correct their data;
- if applicable, the right to erase their data;
- the right to restrict the processing of their data;
- the right of data portability;
- the right to object to the processing of their data.

Clients must use one of the following channels to submit any requests for information about data processing or to exercise their rights:

- the "Data Protection" section of the [bil.com](http://bil.com) website;
- an email to [dpo@bil.com](mailto:dpo@bil.com); or
- a letter to: Banque Internationale à Luxembourg, Service Protection des Données, 69 route d'Esch, L-2953 Luxembourg.

Clients who are not satisfied with the response may file a complaint with the Luxembourg National Commission for Data Protection, 15 boulevard du Jazz, L-4370 Belvaux.

## ISSUING ADDITIONAL CARDS AND POWER OF ATTORNEY

### Article 8

The account holder may apply for additional cards to be issued to third persons who will have the right to use these cards; the associated transactions are charged to the current account of the account holder. The account holder must formalise any such request by providing the issuer with a signed power of attorney. In this case, the monthly card account statements are sent to the account holder. An individual statement can be sent to the holders of Business cards. Power of attorney ends upon its withdrawal, the representative's death, the cancellation of the card, or as a result of any other reason described in the Luxembourg Civil Code.

## CARD TRANSACTIONS

### Article 9

- (1) Every time the card is used to purchase goods or services or to withdraw cash, the cardholder must sign a sales slip or a cash receipt, except in the case of NFC transactions. If the payment order is placed in the EEA then, upon receiving it, the Bank has one business day to credit the account of the beneficiary's payment services provider. Under current regulations, the Bank must inform the cardholder that it has received the payment order when it receives notification of this from the beneficiary's payment services provider through the clearing or settlement system used for the payment order.
- (2) Instead of signing, the cardholder may use a PIN or, in the case of remote payments, enter the relevant card details.
- (3) Whenever a card is used to make a deposit, the cardholder must select the current account to be credited after entering their PIN.
- (4) By way of derogation from Article 1341 of the Luxembourg Civil Code, in the cases of automated payments where the PIN is entered, or of remote payments where card details are provided, or of transactions made with contactless technology, irrespective of the amount involved, the recorded data will serve as proof of the transaction and of the cardholder's instruction to the issuer to charge the transaction to their card account, just as if the cardholder had given the instruction in writing. The transaction slip printed by the machine is for the cardholder's personal information only.

### Article 10

- (1) By signing the transaction slip, using the PIN, presenting the card at an NFC terminal or, in the case of remote transactions, by providing the card details, the cardholder acknowledges that the merchant has a claim for goods or services provided or the financial institution has a claim for money withdrawn. These claims will be met by Visalux S.C. or any replacement company holding the licence for the card in question. The latter will make the payment to the merchant or financial institution. The issuer in turn takes on the claim by settling with the relevant licence holding company.
- (2) The account holder grants the issuer irrevocable rights to debit their current account with all the amounts due as a result of card transactions or these General Terms and Conditions of Card Use.
- (3) Together with the account holder, each cardholder is jointly and severally liable for the settlement of amounts due as a result of the card's use, without prejudice to Article 18, or by virtue of the General Terms and Conditions of Card Use.
- (4) The cardholder cannot block payment if a transaction slip bears their signature or is produced following entry of their PIN. Neither may the cardholder block remote payments made after the card details have been provided.

Where the transaction slip has not been duly signed by the cardholder, the cardholder and the account holder are nevertheless jointly and severally liable to pay the amounts charged to the card account on the basis of slips for card transactions.

- (5) The issuer is not liable for any disputes arising between the cardholder and the affiliated merchant or company. Disputes do not release the account holder from their obligation to pay the amounts owed to the issuer as a result of use of the card.
- (6) The amount shown on any credit slip countersigned by the merchant will be credited to the cardholder's card account.

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(7) For each transaction made with the card ("transaction" for the purposes of this paragraph), the issuer makes the following information available to the cardholder:

- a unique reference for identifying the transaction;
- information about the merchant involved in the transaction;
- the transaction amount;
- the amount of fees owed as a result of the transaction (in the case of foreign currency payments, this information must include the exchange rate applied to the transaction in accordance with Article 15 (5) of this document, and the transaction amount expressed in each of the currencies concerned); and
- the date on which the transaction payment order was received, along with the credit or debit value date.

## PERSONAL IDENTIFICATION NUMBER

### Article 11

The PIN is printed on the inside of a sealed envelope and sent to the cardholder, who must memorise the PIN and then destroy the envelope. The PIN is personal and non-transferable. The cardholder is responsible for keeping this PIN secret and may not disclose it to third parties. Furthermore, the PIN should not be written down on the card itself, a document kept with the card or a document accessible to third parties.

## CARD LIMIT

### Article 12

The cardholder is not allowed to exceed the credit limit set by the issuer and notified to the account holder or cardholder.

### Article 12bis

The Bank reserves its right to modify at any time, in particular for reasons of security, sanctions, or risk management, the scope (including geographical) in and/or for which the use of the card is authorized. In case of such modifications, these will be communicated to the Customer without undue delay.

## CARD ACCOUNT STATEMENT

### Article 13

- (1) At least once a month, a card account statement will be sent to the cardholder and/or made available to them through the Bank's online banking service. This statement lists the card transactions carried out by the account holder, based on the transaction slips received by Worldline Financial Services (Europe) S.A. since the previous statement was produced.
- (2) The cardholder must check the card account statement carefully and inform the issuer immediately of any error or irregularity. A cardholder who does not dispute the transactions listed on the account statement within 30 days, in writing, is deemed to have accepted them.
- (3) Card account statements relating to additional cards will be sent to the cardholders, unless the account holder gives instructions to the contrary. The cardholder undertakes to notify the issuer of any change of residence or address to which the statement should be sent.
- (4) If the account holder has given instructions to the Bank to hold mail at the branch, then statements shall be dealt with in accordance with the provisions laid down in the respective articles of the Bank's General Terms and Conditions.

## THIRD-PARTY PAYMENT APPLICATIONS

### Article 14

- (1) The Bank enables the cardholder to link their card to certain third-party payment applications by means of which they can initiate payment transactions linked to that card. By activating this service, the cardholder authorises the Bank to provide the payment app publisher with the data it needs to fulfil the service, and potentially to display transactions made using

the publisher's mobile payment service within the app itself. The cardholder also agrees to receive service notifications on their phone. Specific transaction limits may apply. The cardholder must accept any terms of use and personal data protection policy of the publisher of the app in question. The cardholder assumes all liability when accessing this app. The Bank is not a party to the contract between the cardholder and the publisher of the payment app in question.

(2) The cardholder's obligations and liabilities, as described in Article 18 of these General Terms and Conditions, particularly regarding security, confidentiality and changes in the event of loss, theft or any risk of fraudulent use of the card or PIN, shall apply to the cardholder in full when any third-party payment application is used. In this context, the meaning of the word "card" as used in these General Terms and Conditions shall also include the device equipped with the third-party payment application, including the cardholder's mobile device. For the purposes of this paragraph, the meaning of "PIN" shall include the security measure(s) used by the third-party payment application and/or the device on which this application is installed.

## CARD ACCOUNT

### Article 15

- (1) The amount of all transaction slips and cash withdrawals made with the card will be debited from the card account.
- (2) The following will also be debited from this account:
  - interest payable and commissions.
- (3) This account will be credited with:
  - additional payments,
  - any other adjustments.
- (4) In the case of cash withdrawals, the statement will show the amount withdrawn along with any administrative and financial costs as provided for in the Bank's fee schedule, and claimed by the financial institution advancing the funds.
- (5) Transactions in foreign currencies are converted into euro by the organisation responsible for international clearing of the various card systems at the exchange rate applied by VISA on the day the transaction is processed, with such amount increased by this organisation's and the issuer's foreign exchange charges (2.09%). The cardholder may ask the issuer for the current exchange rate, it being understood that the exchange rate may vary between the time of asking and execution of the payment.

## PAYMENT METHOD

### Article 16

The account holder has two payment options and, with the issuer's approval, may change their choice at any time while the card remains valid.

**Option 1:** the account holder irrevocably authorises the issuer to deduct from the current account the total amount due and shown on the statement. In this case, no interest is charged.

**Option 2:** the account holder irrevocably authorises the issuer to deduct from the current account the minimum payment due before the due date shown on the statement, without prejudice to the provisions under Article 17.

In this case:

- (a) the outstanding balance will accrue interest at the annual rate specified in the current fee schedule, which cardholders may access at any time on the Bank's website or by contacting the Bank, and appears as a debit balance on the card account.
- (b) the account holder reserves the right to make additional payments to the account shown on the statement at any time. These must be accompanied by the reference indicated on the statement. Additional payments registered by the statement due date are fully reflected in the calculation of interest for the following month.

Additional payments credited after the due date indicated on the statement will appear on the statement, but will only be reflected in the calculation of interest on the next statement.

- (c) In accordance with Article 12, any breach of the credit limit shall be repayable immediately.

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## INSUFFICIENT FUNDS

### Article 17

If the current account holds insufficient funds to cover the card account balance (or any required minimum payment) on the due date indicated on the card account statement, or if there is a significant risk that the account holder will be unable to cover this amount, then the issuer may block the card or cards issued for the account in question. The issuer shall inform the account holder by post before or immediately after blocking the card(s). The account holder undertakes to immediately inform the cardholder(s) of any such block. In these cases, the total card account balance shown in the statement becomes due immediately and will be deducted from the current account.

## LOSS OR THEFT

### Article 18

- (1) If the card is lost, stolen or used fraudulently, or the PIN is disclosed even accidentally, then the cardholder must immediately notify Worldline Financial Services (Europe) S.A. by calling +352 49 10 10 (service available 24/7) and providing written confirmation as soon as possible. Alternatively, they can block their card on BILnet. The cardholder must notify the police of the loss, theft or fraudulent use of the card within 24 hours. Proof of the police report must be sent to the issuer or Worldline Financial Services (Europe) S.A. as soon as possible.
- (2) Once Worldline Financial Services (Europe) S.A. has received the report from the cardholder, the cardholder and the account holder will no longer be held liable for the card's use.

However, in the case of bad faith or gross negligence on the part of the cardholder, in particular when they have not complied with the security measures mentioned under Article 11 of these General Terms and Conditions of Card Use, the cardholder and the account holder remain jointly and severally liable for the use of the card even after all respective declarations and reports described under paragraph 1 of this article have been made.

- (3) Should the cardholder find the card after declaring it lost or stolen, the card can no longer be used and it must be cut in half and returned to the issuer or to Worldline Financial Services (Europe) S.A. The same procedure applies should the cardholder become aware or suspect that a third party has discovered the PIN.
- (4) Barring serious negligence or fraud on the part of the cardholder, and unless the card is used for professional or commercial purposes, the cardholder and account holder will bear the consequences of the loss, theft or misuse of the card by a third party until the moment of notification referred to above only up to an amount of fifty euro (EUR 50).
- (5) The issuer reserves the right to block the card(s) for objective reasons relating to security, for example in the case of suspected unauthorised or fraudulent use of the card. The issuer shall inform the account holder by post before or immediately after blocking the card. The account holder undertakes to inform the cardholder(s) of any such block.

## RECORDING OF TELEPHONE CONVERSATIONS

### Article 19

For reasons of security and providing evidence, the cardholder authorises the issuer and Worldline Financial Services (Europe) S.A. to record all telephone calls. The parties agree that recorded tapes may be used for judicial purposes and acknowledge that they carry the same weight as a written document.

## DURATION AND TERMINATION OF THE AGREEMENT - STANDARD PROVISIONS

### Article 20

- (1) This agreement is entered into for an indefinite period.
- (2) Upon termination of the agreement, in accordance with Articles 21 and 21 hereafter, the total outstanding balance of the card account will become due immediately and will be debited from the current account. Early termination bears no influence on the amount of contractual interest.

## TERMINATION OF THE AGREEMENT BY THE ACCOUNT HOLDER OR CARD HOLDER

### Article 21

- (1) Should the account holder or cardholder wish to terminate the agreement, a written statement must be sent by registered post or handed in to any branch of the issuer. The card must be cut in half and returned to the issuer. Termination of the agreement is effective only upon receipt of the card by the issuer.
- (2) Termination of the agreement by the account holder results in the automatic termination of all agreements with holders of additional cards.
- (3) Termination of the agreement by a cardholder who is not the holder of the current account does not result in the termination of the agreement with the account holder and the other additional cardholders.
- (4) The account holder has the right to terminate the agreement between the issuer and additional cardholders. In this case, the account holder remains jointly and severally liable for transactions carried out with this card until it is returned to the issuer.
- (5) If a replacement card is issued:
  - the cardholder undertakes to return the old card at the latest upon receipt of the replacement card;
  - the account holder undertakes to be responsible for all payments (including any related charges) that may have been made using the old and apparently defective card, if it has not been returned before receipt of the replacement card.

## TERMINATION OF THE AGREEMENT BY THE ISSUER

**Article 22:** (1) Should the issuer wish to terminate the agreement, written notification must be sent to the account holder and the cardholders two months in advance.

(2) Should this termination involve a card other than the one held by the cardholder, the cardholder and the account holder are duly notified.

(3) After the notice period, the cardholder(s) can no longer use the card(s), which must be returned to the issuer. However, the account holder and holder of the card that has been cancelled remain jointly and severally liable for transactions carried out after such notification of termination until all cards have been returned to the issuer or to Worldline Financial Services (Europe) S.A.

(4) Liability for transactions made using the card shall remain unaffected.

(5) Any use of the card after its requested return by the issuer will incur appropriate legal action, as the case may be.

## FREE BENEFITS

### Article 23

For certain types of card, the issuer may offer benefits such as insurance or travel assistance free of charge. The issuer may offer these benefits through external service providers, which may be based outside the Grand Duchy of Luxembourg, whether within the European Union or otherwise. The account holder and cardholder accept that the issuer may send the above-mentioned service providers their personal data to the extent that it is necessary for the provision of such services.

## CHANGES TO THE GENERAL TERMS AND CONDITIONS OF CARD USE

### Article 24

- (1) The issuer may amend these General Terms and Conditions of Card Use at any time by informing the account holder no later than two months in advance by post, on an account statement, card statement or by means of any other durable medium. The issuer shall consider these amendments approved if it has received no written objection from the account holder before the amendment takes effect.
- (2) Any account holder who does not agree with these changes shall be entitled

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to terminate this agreement in writing, free of charge, effective at any time prior to the date when the changes are due to take effect.

#### **APPLICABLE LAW - JURISDICTION**

##### **Article 25**

(1) Relations between the issuer, account holder(s) and cardholders are governed by Luxembourg law.

(2) The courts that shall hear any dispute between the account holder, cardholders and the issuer are determined in accordance with the Bank's General Terms and Conditions.

Except where stated otherwise herein, the Bank's General Terms and Conditions shall apply. The Terms and Conditions of Use of 3D Secure form an integral part of this agreement. The account holder may obtain a copy of this agreement at any time upon request.

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## TERMS AND CONDITIONS REGARDING THE USE OF 3D SECURE

### PURPOSE

3D Secure is an internationally recognised standard of cardholder identification for online credit card payments and is called "Visa Secure". Its purpose is to enhance online transaction security. The cardholder may check whether the retailer has chosen to secure payments using the 3D Secure standard directly on the retailer's website.

These Terms and Conditions set out the provisions for the use of 3D Secure technology. They supplement and form an integral part of the General Terms and Conditions of Card Use of the issuer relating to Visa cards (hereinafter the "General Terms and Conditions of Card Use") and governing the relationship between the Bank (hereinafter the "issuer") that issued the credit card (hereinafter the "Card") and the account holder and/or cardholder (hereinafter the "cardholder").

### ACTIVATING 3D SECURE FOR A CARD

(1) The Bank reserves the right to automatically activate 3D Secure for the cardholder's Card. Based on the information at its disposal (LuxTrust certificate), the Bank will activate this means of authentication enabling the cardholder to perform online transactions requiring 3D Secure identification (hereinafter "3D Secure transactions"), namely authentication through a LuxTrust Signing Server certificate (Token or LuxTrust Mobile).

The cardholder can check whether 3D Secure technology has been activated for their Card on BILnet. If it has not, they can activate it on BILnet. In order to link the LuxTrust certificate to their Card, the cardholder must, when following the activation procedure, enter their LuxTrust User ID and password as well as the one-time password displayed on their LuxTrust Token, or confirm the activation using LuxTrust Mobile.

(2) The cardholder may also set a personal security message. This personal security message will appear during all future 3D Secure transactions.

(3) 3D Secure activation is free and takes place over an encrypted internet connection.

(4) Where applicable, the cardholder must complete the activation procedure for each of their Cards. If the cardholder receives a new Card with a new PIN (e.g. if their Card is lost or stolen), this must also be activated.

(5) If the 3D Secure activation process is not followed, transactions with online retailers requiring 3D Secure identification may not be executed.

(6) The cardholder may change their 3D Secure means of authentication on BILnet.

### CARD USE AND AUTHORISATION

Executing a 3D Secure transaction:

The cardholder must validate the execution of the 3D Secure transaction by using their personal codes (LuxTrust username, password, one-time password, fingerprint).

Entering the requisite security information confirms approval of the card payment in accordance with the issuer's General Terms and Conditions of Card Use.

### DUE DILIGENCE

(1) The cardholder must ensure that the security information and any device or tool (credit card, LuxTrust certificate) required to validate transactions are stored safely and confidentially.

In particular, they must not note down or save their security information electronically, either in full or altered form, whether encrypted or unencrypted, or share it with third parties.

The cardholder may set a personal security message when activating 3D Secure on the Card.

In particular, they undertake not to note down or save their personal security message electronically, either in full or in altered form, whether encrypted or unencrypted, near to the Card or elsewhere. The cardholder also undertakes not to share their personal security message with a third party or to make it accessible to a third party in any way.

(2) When validating the transaction using 3D Secure, the cardholder must ensure that the following security features are visible in the dedicated portal:

- the web address of the portal starts with "https",
- the padlock symbol appears in the portal's address bar,
- the portal displays the personal security message set by the cardholder (where applicable),
- the portal displays the "Visa Secure" logo.

Should one of these security features be missing from the dedicated portal, the cardholder must refrain from validating the transaction. They alone are responsible for any damage that may result from their security information being entered and for a transaction potentially being validated.

(3) Should one of these security features be missing from the dedicated portal or if there is any suspicion that the cardholder's security information is being used fraudulently, the latter must inform the issuer immediately and block the card in accordance with the provisions outlined in the issuer's General Terms and Conditions of Card Use.

(4) The cardholder must immediately change any personal security message if they have reason to believe that a third party has knowledge of it.

### PROCESSING OF PERSONAL DATA

(1) The cardholder instructs the issuer to process their personal data in order to ensure the proper functioning of the Card as well as to prevent, detect and analyse fraudulent transactions.

(2) In addition to the provisions on the processing of personal data provided for in the issuer's General Terms and Conditions of Card Use, the cardholder specifically authorises the issuer to transfer their personal data to third parties whose involvement is required as part of 3D Secure. These third parties include companies responsible for managing the dedicated portal and the codes required to activate the 3D Secure service and validate 3D Secure transactions.

In this context, the cardholder expressly acknowledges having been informed that 3D Secure requires the involvement of third companies for LuxTrust certificate validation and management of the dedicated portal. The transferred data is also likely to be stored by these third companies, including abroad.

(3) The issuer, who is the data controller for the personal data, undertakes to process this data in accordance with the applicable legislation on the protection of individuals with regard to the processing of personal data.

### LIABILITY

(1) The liability provisions specified in the General Terms and Conditions of Card Use and in the General Terms and Conditions of the issuer still apply when using 3D Secure.

The issuer does not guarantee that the 3D Secure service 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 appointed third parties.

(2) The issuer shall not be held liable for any failure of the 3D Secure service or for any damages resulting from disruption, malfunction or interruption to the electronic communication networks (internet and mobile telephony) or public servers, a social conflict or other events outside its control.



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## ACCEPTANCE

The undersigned hereby confirm(s) having received a copy of the General Terms and Conditions governing the use of VISA cards and a copy of the Terms and Conditions governing the use of 3D Secure and agree(s) to all the provisions contained therein.

Signature of account owner(s)