



GENERAL TERMS AND CONDITIONS OF THE PREPAID CARD

(effective until 15.09.2020)

I. GENERAL

The services associated with the prepaid card are governed by the General Terms and Conditions of BNP Paribas Fortis SA/NV (hereinafter referred to as 'the Bank').

Pursuant to paragraph 1 of the Bank's General Terms and Conditions, the purpose of these General Terms and Conditions is to set out the special terms and conditions applicable to the services associated with the prepaid card.

These Terms and Conditions take precedence over the Bank's General Terms and Conditions.

Under this agreement, the Bank is an issuer of electronic money.

II. DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms are to be construed as defined below.

- The Hello Prepaid card is the prepaid card of Hello bank!
- Card: prepaid reloadable payment card that can be used to make payments to retailers (POS) in Belgium or abroad, cash withdrawals from ATMs and online payments. This may be the Hello Prepaid Card, the Hello4You prepaid card or the BNP Paribas Fortis prepaid card. The Card may also be issued to a minor as part of the Welcome Pack. The Card may be in material form (EMV Compliant smart card) or in virtual form (restricted to Hello Bank).
- Cardholder: the natural person to whom the Bank has issued a Card.
- Issuer: BUY WAY Personal Finance SA/NV, appointed by the Bank to issue and manage the Card and transactions performed using the Card. BUY WAY's registered office is at Rue d'Evêque 26 Bisschopsstraat, B-1000 Brussels, company registration number BE 0400.282.277 - Brussels Register of Companies - FSMA number 019542a.
- the Bank: BNP Paribas Fortis SA/NV, with registered office at Montagne du Parc 3, B-1000 Brussels – company registration number BE 0403.199.702 - Brussels Register of Companies - FSMA number
- 25.879 A. E-mail: info@bnpparibasfortis.com
- Retailer: retailer belonging to the Mastercard network.
- Limit: the spending limit for the Card.
- PIN: the confidential personal identification number associated with the Card.
- The Site: www.hellobank.be or www.bnpparibasfortis.be.
- User account: the secure user account on the Site.
- CVC: Card Verification Code comprised of the three figures given on the back of the Card on the signature strip after the last four figures of the card number.
- Remote Contract: any contract for products or services entered into between a vendor and the Cardholder as part of a system for sales or remote services organised by the vendor who, for the purposes of this contract, uses one or more remote communication techniques. A remote communication technique is any system that may be used for concluding the contract between the two parties without the vendor and Cardholder being physically present at the same time.

III. ISSUE OF THE CARD AND PIN

III.1. Types of card

The Hello Prepaid Card is available to any customer of Hello Bank!, who has reached the legal age of majority (18).

The Hello4You prepaid card is available as part of the Hello4You package, up until the age of 28.

The BNP Paribas Fortis prepaid card is available to any customer of the Bank who has reached the legal age of majority (18) as part of the Comfort Pack, Premium Pack and Welcome Pack service (as from the age of 15).

The Cardholder may have a maximum of four cards.

III.2 Creating the User account

The Cardholder may create their User account via the Site, following the instructions sent to the Cardholder. Once the User account has been set up on the Site, the Cardholder is asked to choose their PIN. The Card application is complete once the User account has been set up and the PIN chosen.

III.3 Issue of Card and signature

Unless the Cardholder expressly requests otherwise, and subject to the stipulations below, the Card will be sent to the most recent correspondence address provided when the Card is ordered.

Notwithstanding the above, the Card will be sent to the Cardholder's legal address if, when entering into a relationship with the Bank, the Cardholder was identified remotely, until such time as their identity has been confirmed in person in their branch.

The virtual Card is made available to the customer via the User account.

Upon receipt, the Cardholder signs the actual Card on the signature strip on the back with indelible ink.

The Card is for the Cardholder's personal use.

III.4 Issue of the PIN

The PIN comprises four digits.

If the Cardholder does not choose a PIN within seven calendar days, the PIN will be sent by mail to the most recent correspondence address provided when the Card was ordered.

Notwithstanding the above, the PIN will be sent to the Cardholder's legal address if, when entering into a relationship with the Bank, the Cardholder was identified remotely, until such time as their identity has been confirmed in person in their branch.

The Issuer will take appropriate security measures to ensure that the PIN remains secret.

III.5 Activating the Card

The Cardholder will receive an e-mail with the activation code when the Card is renewed or replaced. The Cardholder activates the Card via their User account, using the code and in accordance with the instructions sent to the Cardholder.

IV LOADING THE CARD

Depending on the type of Card, it may be loaded via the www.bnpparibasfortis.be site or the www.hellobank.be site:

- either by means of a transfer (if the transfer is made before 6 p.m., the amount concerned will be available on the Card on the next business day).
The amount is loaded on the Card from a Belgian (current) account.
- or by means of a payment transaction via the User account.

The initial amount loaded on a Hello Prepaid Card must be at least EUR 50.

The number of authorised loading transactions is limited to two a day.

The maximum amount that can be loaded on the Card is EUR 5,000. In the case of the Welcome Pack, the limit is EUR 1,250.

V USE OF THE INSTRUMENTS AND PINS

V.1 Card in material form:

The Card can be used

- to make payments in any premises displaying the Mastercard logo
- to make cash withdrawals at ATMs that accept Mastercard
- to make cash withdrawals from bank branches and foreign exchange bureaux in Belgium and abroad
- to make online payments.
- The Cardholder has the option of using the Card to secure certain services where it is standard practice to provide a deposit (hotel reservations or car hire, for instance); in such cases, the Retailer may ask the acquirer to temporarily set aside in his favour an amount equivalent to the amount of the deposit.

When paying by card at an outside terminal at a petrol station, given that the exact payment amount is not known in advance, at the initiative of the oil company, a certain fixed amount is reserved during the period strictly necessary for filling up. Payment for the exact amount of fuel will be deducted from the amount available for your card payments after filling up. The balance of the amount reserved will then be released.

For security reasons, the Card may be refused on certain payment terminals that operate Offline (terminals for paying car park charges and motorway tolls, for instance). Settlement is made automatically on certain terminals that operate Online.

Off-line payments (i.e. without verification of the balance available on the Card when it is used) are not authorised (for instance, certain tolls, car parks or vending machines, vehicle rental, hotels, spending on flights/cruises/trains, etc.).

Payments for the purchase of goods and services in any premises displaying the Mastercard logo are settled

- after the Cardholder has validated the transaction (by entering the PIN or providing their signature) or,
- if appropriate, by scanning the card on a payment terminal (contactless payment without entering the PIN). In this case, scanning the card on the terminal is deemed to constitute validation of the transaction. For security reasons, the Cardholder may at any time be required to enter their PIN, even for contactless payments,
- or, for online payments, by entering the Cardholder's name, the Card number, the expiry date and the CVC.

V.2 Virtual Card

The Virtual Card may be used for online payments.

The Cardholder has the option of using the Card to secure certain services where it is standard practice to provide a deposit (hotel reservations or car hire, for instance); in such cases, the Retailer may ask the acquirer to temporarily set aside in his favour an amount equivalent to the amount of the deposit.

Payments for online purchases of goods and services are settled by giving the Cardholder's name, the Card number, the expiry date and the CVC.

Off-line transactions (i.e. without verification of the balance available on the Card when it is used) are not authorised.

V.3. Changing the PIN

The Cardholder may not change their PIN.

V.4 If the PIN is forgotten

If the Cardholder forgets the PIN, they can request a new PIN to be sent to their home address by mail.

If the Cardholder enters 3 consecutive incorrect PINs, they may request the PIN to be reactivated by contacting:

- for the BNP Paribas Fortis prepaid card: their branch or the following number: 02 433 41 84
- for the Hello Prepaid Card and Hello4You prepaid card: the following number: 02 433 41 42

V.5. Transaction history

The Cardholder can consult details of transactions in the last six months and the amount available on the Card via the User account.

VI. SPENDING LIMIT AND MAXIMUM LIMITS

VI.1. Spending limit

The maximum amount that can be loaded on the Card is EUR 5,000.

In the case of the Welcome Pack, the limit is EUR 1,250.

When using the Card for a transaction that generates fees, the balance on the Card must be sufficient to cover the full amount of the transaction in order for it to be accepted.

The Cardholder undertakes to honour the set limit for the Card.

If the Holder notices that the Card has a negative balance, they must contact their branch or their usual contact person directly.

VI.2. Usage limits applicable to transactions

Subject to the funds available on the Card, the following usage limits apply:

Cash withdrawals: EUR 625 per day.

Under the Welcome Pack: Cash withdrawals: EUR 125 per day.

Contactless payments without a PIN: The first transaction performed by the Cardholder must be validated by entering the PIN. Subsequent contactless payments may be made up to a maximum of EUR 25 per transaction and EUR 50 for consecutive contactless payments. Once this limit is reached, the Cardholder must validate the next transaction by entering the PIN in order to once more make contactless payments up to the aforementioned limits.

These limits are set according to the Mastercard rules and may be subject to change. In that case, the Bank will notify the Cardholder as stipulated in Article XII below concerning amendments to these General Terms and Conditions.

VII OBLIGATIONS AND LIABILITY OF THE CARDHOLDER

VII.1. Basic obligations

The Cardholder is obliged to use the Card and services in accordance with the terms and conditions governing the issue and use thereof.

The Card and PIN are strictly personal to the Cardholder. The Cardholder will take the requisite precautionary measures to ensure the security of the Card and PIN. The Cardholder undertakes to memorise the PIN, not to write it on any document, object or medium whatsoever, not to divulge it or otherwise reveal it, and not to leave the Card or PIN within the reach, or at the disposal, of a third party.

VII.2. Loss or theft of the Card

Cardholders shall notify the Bank by phone (02 433 41 42 for Hello Bank – 02 433 41 84 for BNP Paribas Fortis) as soon as they become aware of the loss, theft or any risk of fraudulent use of the Card.

The Cardholder must take every precaution to ensure that they become aware of any such incident without delay.

Incidents notified must be reported to the police authorities of the area where the loss or theft occurred within 24 hours.

VII.3. Incidents of which the Bank must be notified

The Cardholder shall immediately notify the Bank by phone (02 433 41 42 for Hello Bank – 02 433 41 84 for BNP Paribas Fortis) and also in writing, within 13 months at the latest of the value date of the debit or credit, of any unlawful transaction (unauthorised transaction or error or irregularity ascertained in the management of the Card).

VII.4. Liability in the event of fraudulent use of the Card

VII.4.1. Up until the time of notification

The Cardholder shall be liable for the consequences of the loss or theft of the Card up to an amount of EUR 50 up until the time of notification referred to in Article VII.2; this limit shall not apply in the event of gross negligence or fraud on the Cardholder's part. By exception to paragraph 1, the Cardholder shall bear no loss if:

1. The loss, theft or misuse of a Card could not be detected by the Cardholder before the payment, except if he has acted fraudulently; or
2. The loss is due to actions or a failure by an employee, agent or branch of the Bank, or an entity to which its activities have been outsourced.

VII.4.2. After notification

After the notification referred to in Article VII.2, the Cardholder shall no longer be liable for the consequences of the loss or theft of the Card, unless the Bank can prove that the Cardholder has acted fraudulently.

VII.4.3. If the Card is not presented physically and identified electronically

The Issuer and the Bank may take any measures they deem appropriate to prevent the Cardholder using the Card for remote transactions without electronic identification of the Card.

VII.4.4. The concept of gross negligence

VII.4.4.1. General

Depending on the circumstances and without prejudice to the discretion of the court, gross negligence will arise where the Cardholder:

- failed to give notification of the loss, theft or any risk of fraudulent use of the card as soon as they became aware of it;
- failed to check, as frequently as possible, the status of the User account or current account to which the Card transactions are booked and the entries on the account, and consequently the Cardholder does not identify and notify the Bank of fraudulent use of the Card in due time;

- has not complied with the precautionary measures given in Article VII.6;
- did not report the loss, theft or any risk of fraudulent use of the Card to the police authorities in the area where the loss or theft occurred within 24 hours of becoming aware of it.

VII.4.4.2 Failure to honour precautionary measures in respect of the PIN

Within the limits described above, Cardholders shall be deemed guilty of gross negligence if they have:

- written down the PIN in a readable form on the Card or on an object or document that the Cardholder kept or carried together with the Card;
- divulged any PIN to a third party.

The Cardholder shall not be deemed guilty of gross negligence if the PIN is obtained by extortion, either with actual violence against the Cardholder's person, property or relatives or the real threat of violence against the Cardholder's person, property or relatives.

VII.4.4.3. Failure to honour precautionary measures in respect of the Card

This clause applies in the event of fraudulent use of the Card without the PIN.

The Cardholder is not liable for the consequences of the theft of the Card if this involved violence against their person, property or relatives, or the real threat of violence against the Cardholder's person, property or relatives.

The Cardholder is not liable for the consequences of the theft of the Card if it is stolen from their home in the conditions stipulated here. 'Home' means the principal place of residence, any second home and any holiday home owned by the Cardholder, and any student lodgings.

The following are deemed to constitute theft from the Cardholder's home: breaking and entering, entry involving scaling of walls or fences, violence, threats, and forged, lost or stolen keys.

Depending on the circumstances and without prejudice to the discretion of the court, gross negligence shall be deemed to have occurred if the Card is left anywhere other than at home, such as a place where the Cardholder stays occasionally or temporarily (for instance, a hotel room, hospital room, tent, camper van, caravan, motor home, mobile home or boat), unless the Card has been deposited in a safe made available to customers by the owner or the manager of that establishment.

Within the limits described above, gross negligence is deemed to have occurred if the Card is left unsupervised:

- at the work place, unless the Card is in a locked drawer or cabinet;
- in a vehicle, even parked in a private driveway, and irrespective of whether or not that vehicle is locked;
- in a public place or a place accessible to the public, unless the Card is in a locked drawer or cabinet;
- on private premises to which people other than the Cardholder have access, such as receptions, parties (including family parties), conferences, screenings, exhibitions and sports activities or contests, unless the Card is kept in a locked drawer or cabinet;
- in courtyards, entrances and gardens that are private property;
- in the communal parts of a building covered by a co-ownership agreement.

Within the limits described above, the Cardholder is deemed guilty of gross negligence if the Card is used by the people listed below as a result of failure by the Cardholder to take adequate precautions or act with due vigilance with regard to the Card and, if appropriate, the PIN:

- the spouse, partner, guests or visitors (for private or professional reasons) of the Cardholder.
- people, employed or not and irrespective of their status, who work for, or are co-workers of, the Cardholder.
- the Cardholder's parents and relatives.

VII.5. Irrevocable nature of instructions for the electronic transfer of funds

The Cardholder cannot cancel any instruction given using their Card that has already been executed.

However, the Cardholder is entitled to request a refund

- if the exact amount of the transaction was not specified when the order was issued.
- if the transaction amount exceeded the amount the Cardholder could reasonably expect, given their past spending pattern, the terms and conditions of this agreement and the circumstances relevant to the matter.

Cardholders may avail themselves of this right as specified in Article VII.3 of these General Terms and Conditions.

The Cardholder is responsible for preventing unwarranted payments; the Bank/Issuer does not intervene in disputes in this regard between the Cardholder and a Retailer.

VII.6. Precautionary measures

The Bank recommends that the Cardholder complies with the precautionary measures with respect to the use of the Card and the PIN set out in this Article.

VII.6.1. Precautionary measures in respect of the Card

Sign every new Card immediately upon receipt.

Keep your Card on you or put it in a safe place. When at work, never leave your Card unsupervised, unless it is in a locked drawer or cabinet. An increasing number of card thefts occur in the workplace.

On private premises or premises to which people other than the Cardholder have access, never leave your Card unsupervised, unless it is kept in a locked drawer or cabinet.

Never leave your Card in your vehicle, even if it is parked in your private driveway.

When travelling, keep your Card on you or put it in a safe place.

Keep your payment slips and cash withdrawal vouchers.

Place a stop order on your Card immediately if it is withheld by an ATM for no valid reason.

Notify the Bank immediately if you notice any error or irregularity.

VII.6.2. Precautionary measures in respect of the PIN

Memorise your PIN as soon as you receive it, and then destroy the document on which the Bank sent the PIN to you.

Do not write the PIN on any document, object or medium whatsoever, divulge it or otherwise reveal it, or allow anyone whatsoever to become aware of it in any way. No Cardholder will ever be asked to communicate their PIN by any bank employee, the police or a Retailer; you must be the only person to know it.

Always enter your PIN away from prying eyes at an ATM.

VIII. OBLIGATIONS AND LIABILITY OF THE BANK

VIII.1. The Cardholder should renew the Card - or not, as the case may be - before it expires. The Cardholder may express their decision via the User account. If the Cardholder does not indicate their decision one month before the Card expires, it will be automatically renewed on the expiry date.

When the Card is renewed, the balance on the old Card is automatically transferred to the new Card when it is activated.

VIII.2. The Bank shall keep an internal log of the transactions carried out using the Card for a period of ten years from the date on which the transactions were performed.

VIII.3. Essential data for a transaction undertaken through a cash dispenser or ATM (where possible: the name and the location of the terminal, the date, time, amount in foreign currency or euros, any incidents that have occurred and their nature) are recorded at the time of the transaction and stored by the Bank in a manner that ensures that they can be accessed in readable form on any medium whatsoever. This data will be used by the Bank to provide proof of the fact that the transaction was correctly recorded and booked and was not affected by a technical malfunction or other defect, in the event that the Cardholder disputes any of these transactions and without prejudice to any evidence to the contrary that the Cardholder may produce. Some terminals provide a voucher containing the reference and the amount of the transaction, at the express request of the Cardholder or automatically. This voucher is provided without prejudice to the provisions of the first paragraph of this Article.

VIII.4.1. Without prejudice to the obligations and liability of the Cardholder as set out in Article VII, the Bank is liable for:

- failure to execute, or incorrect execution of, transactions carried out with the Card, using machines, terminals or equipment approved by the Bank, whether or not these are under the Bank's control;
- transactions carried out without the Cardholder's consent and all errors or irregularities in the Card management that are attributable to the Bank;
- the use by a third party of a forged card.

The Bank shall bear the risks entailed in sending a Card or any means of using that card to the Cardholder.

VIII.4.2. In all cases where the Bank is liable, in accordance with Article VIII.4.1, it shall reimburse the Cardholder's account as soon as possible with:

- the amount of the transaction that was not executed or incorrectly executed, plus any interest payable on this amount;
- the amount that may be required to return the Cardholder's situation to what it was previous to the unauthorised transaction, plus any interest payable on this amount;
- the amount that may be required to return the Cardholder's situation to what it was previous to the use of a forged Card;
- amounts payable to offset any other financial loss or charges, including costs incurred by the Cardholder in establishing the amount of compensation due.

IX. TERM OF THE AGREEMENT AND TERMINATION OF THE SERVICE

This agreement is made for an indefinite period.

The Cardholder may terminate the agreement at any time, without penalty, subject to one month's notice. In this regard, the fact that the Card is not renewed will be construed as the Cardholder availing themselves of their right to terminate the agreement.

The Bank may terminate the agreement at any time subject to two months' notice.

The Bank may, however, terminate the service if the Cardholder does not use their card for a period of 12 months.

However, the Bank may terminate the service with immediate effect if the Cardholder fails to honour any of their obligations towards the Bank, or if the Bank becomes aware of facts that jeopardise the relationship of trust and confidence between the Cardholder and the Bank.

The Card is valid until the last day of the month and the year indicated on the Card.

When the Cardholder of a BNP Paribas Fortis prepaid card included in a Welcome Pack reaches the age of 18, the Card is automatically cancelled and the agreement expires automatically.

When the Cardholder of a Hello4You prepaid card reaches the age of 28, the Card is automatically cancelled and the agreement expires automatically.

The Cardholder may request reimbursement of the amount still loaded on the Card at any time. This reimbursement can only be made to an account with the Bank.

If the agreement is terminated, the amount still loaded on the Card is automatically reimbursed to the Cardholder's account, within one month.

The Card is and remains the property of the Issuer. Upon expiry, the Cardholder shall return the Card to the Issuer.

The Bank and the Issuer reserve the right to place a stop order on use of the Card on objective grounds relating to the Card security or presumption of unauthorised or fraudulent use of the Card, at the request of a judicial or administrative authority, or order to safeguard the interests of the Cardholder, Bank or Issuer, or if the Cardholder otherwise fails to honour the agreement or the law. If a stop order is placed on the Card, the Bank and Issuer shall notify the Cardholder accordingly in writing as soon as possible, stating the grounds for the stop order, unless providing this information is prevented for objective security reasons or by reason of the applicable legislation. The Issuer will replace the Card on which a stop order has been placed with a new Card as soon as the grounds for the stop order cease to apply. In the event of a remote agreement, the Cardholder is entitled to withdraw from this agreement, without penalty and without giving a reason, for a period of 14 calendar days as from the day on which the agreement is concluded. Any Cardholder who does not exercise this right of withdrawal is then permanently bound by the provisions of the agreement. Use of the Card within the 14-day period mentioned above is considered as consent by the Cardholder to commence the provision of service.

X. CHARGES AND EXCHANGE RATES

X.1. The Card is provided subject to payment of a fee as set out in the scale of charges available to the Cardholder in any of the Bank's branches and on the website www.bnpparibasfortis.be or www.hellobank.be depending on the type of Card.

X.2 The following services are, or may be, subject to a fee: the issue of a new card to replace a stolen, lost or damaged card, and reloading of the Card by means of a payment transaction.

Withdrawals and payments made in a non eurozone currency shall be converted at an exchange rate determined on the basis of the indicative exchange rates published by the Mastercard plus an exchange margin.

X.3. The amounts of the fee, charges and commissions for electronic fund transfers made with the Card, the exchange rate, the exchange margin and the fees referred to in Article X.2. paragraph 1, are included in the scale or charges available to the Cardholder on the site www.hellobank.be or www.bnpparibasfortis.be.

XI. COMPLAINTS AND RECOURSE

The Cardholder may send a complaint to the Bank via their local branch, via Phone Banking or by using the form made available via the applicable Easy Banking services or on the Bank's websites www.bnpparibasfortis.be and www.hellobank.be.

If the customer does not agree with the solution suggested by the Bank, they may contact the Bank's Complaints Handling Department by writing to:

BNP Paribas Fortis SA/NV
Complaints Handling Department (1QA8D)
Montagne du Parc 3
B-1000 Brussels
Tel. +32 2 762 20 00
Fax +32 2 228 72 00

gestiondesplaintes@bnpparibasfortis.com

or using the online form available at

www.bnpparibasfortis.be > Suggestions, complaints > [online complaint form](#)

www.hellobank.be > Menu > [Contact](#) > Contact form

Cardholders who are not satisfied with the solution suggested by this department may begin an out of court settlement procedure by contacting the following body :

OMBUDSFIN – Ombudsman in Financial Matters
by writing to :
rue Belliard/Belliardstraat 15-17 box 8
B-1040 Brussels
Fax: +32 2 545 77 79

ombudsman@ombudsfm.be

or using the online form available at

www.ombudsfm.be > Enter a complaint

This website details the characteristics and conditions for applying this out of court dispute settlement procedure, which the Bank uses by virtue of its Febelfin membership.

The customer may, if required, also make a complaint about a payment service by writing to:

Federal public service for Economy, SMEs, Middle Classes and Energy
Direction générale de l'Inspection économique
Services centraux – Front Office

North Gate III, 3ème étage
16 boulevard du Roi Albert II/Koning Albert II-laan
B-1000 Brussels

or via the online form available at:

<http://economie.fgov.be/fr/litiges>

XII. AMENDMENT TO THESE GENERAL TERMS AND CONDITIONS

The Cardholder is notified of any amendment by e-mail. This notification shall be given at least two months before the amendment concerned comes into effect.

As well as providing the information specified in the first paragraph, the Bank shall also advise the Cardholder that they have at least two months in which to terminate the agreement, without penalty, and that if they do not terminate the agreement within that period, they shall be deemed to have agreed to the amended Terms and Conditions.

XIII. DATA PROTECTION - PERSONAL DETAILS

The Cardholder's personal details are gathered and processed upon activation and use of the Card; this is done by the Issuer, in its capacity as subcontractor for the Bank, which will be responsible for the processing in the meaning of the Data Protection Act of 8 December 1992. BUY WAY will only process this information for the aforementioned purposes, including the arrangement and management of the services associated with the Card and use thereof. The Bank will process this information for the aforementioned purposes, and for the purposes mentioned in the Bank's General Terms and Conditions.

The Cardholder is entitled to:

- access the information processed by the Bank (including via the Issuer) on the Cardholder and to have inaccurate personal details rectified.
- request that information be deleted according to the conditions stipulated by law.
- and bar the use of personal details which, taking account of the purposes for which they are processed, are considered incomplete or irrelevant and to object to their personal details being used for the purposes of direct marketing.

Cardholders wishing to avail themselves of these right may send a letter, along with a photocopy of both sides of their identity card, to BUY WAY Personal Finance, Rue d'Evêque 26 Bisschopsstraat, 1000 Brussels, which shall assist the Cardholder on behalf of the Bank.

In its capacity as subcontractor for BUY WAY Personal Finance, Cetrel, Parc d'activités Syrdall 10, 5365 Munsbach (Luxembourg) may process this information for the same purposes as BUY WAY Personal Finance.

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- Issuer: BUY WAY Personal Finance SA/NV, appointed by the Bank to issue and manage the Card and transactions performed using the Card. BUY WAY's registered office is at Rue d'Evêque 26 Bisschopsstraat, B-1000 Brussels, company registration number BE 0400.282.277 - Brussels Register of Companies - FSMA number 019542a.
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- 25.879 A. E-mail: info@bnpparibasfortis.com
- Retailer: retailer belonging to the Mastercard network.
- Limit: the spending limit for the Card.
- PIN: the confidential personal identification number associated with the Card.
- The Site: www.hellobank.be or www.bnpparibasfortis.be.
- User account: the secure user account on the Site.
- CVC: Card Verification Code comprised of the three figures given on the back of the Card on the signature strip after the last four figures of the card number.
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The Cardholder may have a maximum of four cards.

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The Cardholder may create their User account via the Site, following the instructions sent to the Cardholder.

Once the User account has been set up on the Site, the Cardholder is asked to choose their PIN.

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Upon receipt, the Cardholder signs the actual Card on the signature strip on the back with indelible ink.

The Card is for the Cardholder's personal use.

III.4 Issue of the PIN

The PIN comprises four digits.

If the Cardholder does not choose a PIN within seven calendar days, the PIN will be sent by mail to the most recent correspondence address provided when the Card was ordered.

Notwithstanding the above, the PIN will be sent to the Cardholder's legal address if, when entering into a

relationship with the Bank, the Cardholder was identified remotely, until such time as their identity has been confirmed in person in their branch.

The Issuer will take appropriate security measures to ensure that the PIN remains secret.

III.5 Activating the Card

The Cardholder will receive an e-mail with the activation code when the Card is renewed or replaced. The Cardholder activates the Card via their User account, using the code and in accordance with the instructions sent to the Cardholder.

IV LOADING THE CARD

Depending on the type of Card, it may be loaded via the www.bnpparibasfortis.be site or the www.hellobank.be site:

- either by means of a transfer (if the transfer is made before 6 p.m., the amount concerned will be available on the Card on the next business day). The amount is loaded on the Card from a Belgian (current) account.
- or by means of a payment transaction via the User account.

The initial amount loaded on a Hello Prepaid Card must be at least EUR 50.

The number of authorised loading transactions is limited to two a day.

The maximum amount that can be loaded on the Card is EUR 5,000. In the case of the Welcome Pack, the limit is EUR 1,250.

V USE OF THE INSTRUMENTS AND PINS

V.1 Card in material form:

The Card can be used

- to make payments in any premises displaying the Mastercard logo
- to make cash withdrawals at ATMs that accept Mastercard
- to make cash withdrawals from bank branches and foreign exchange bureaux in Belgium and abroad
- to make online payments.
- The Cardholder has the option of using the Card to secure certain services where it is standard practice to provide a deposit (hotel reservations or car hire, for instance); in such cases, the Retailer may ask the acquirer to temporarily set aside in his favour an amount equivalent to the amount of the deposit.

When paying by card at an outside terminal at a petrol station, given that the exact payment amount is not known in advance, at the initiative of the oil company, a certain fixed amount is reserved during the period strictly necessary for filling up. Payment for the exact amount of fuel will be deducted from the amount available for your

card payments after filling up. The balance of the amount reserved will then be released.

For security reasons, the Card may be refused on certain payment terminals that operate Offline (terminals for paying car park charges and motorway tolls, for instance). Settlement is made automatically on certain terminals that operate Online.

Off-line payments (i.e. without verification of the balance available on the Card when it is used) are not authorised (for instance, certain tolls, car parks or vending machines, vehicle rental, hotels, spending on flights/cruises/trains, etc.).

Payments for the purchase of goods and services in any premises displaying the Mastercard logo are settled

- after the Cardholder has validated the transaction (by entering the PIN or providing their signature) or,
- if appropriate, by scanning the card on a payment terminal (contactless payment without entering the PIN). In this case, scanning the card on the terminal is deemed to constitute validation of the transaction. For security reasons, the Cardholder may at any time be required to enter their PIN, even for contactless payments,
- or, for online payments, by entering the Cardholder's name, the Card number, the expiry date and the CVC.

V.2 Virtual Card

The Virtual Card may be used for online payments. The Cardholder has the option of using the Card to secure certain services where it is standard practice to provide a deposit (hotel reservations or car hire, for instance); in such cases, the Retailer may ask the acquirer to temporarily set aside in his favour an amount equivalent to the amount of the deposit.

Payments for online purchases of goods and services are settled by giving the Cardholder's name, the Card number, the expiry date and the CVC. Off-line transactions (i.e. without verification of the balance available on the Card when it is used) are not authorised.

V.3 Changing the PIN

The Cardholder may not change their PIN.

V.4 If the PIN is forgotten

If the Cardholder forgets the PIN, they can request a new PIN to be sent to their home address by mail.

If the Cardholder enters 3 consecutive incorrect PINs, they may request the PIN to be reactivated by contacting:

- for the BNP Paribas Fortis prepaid card: their branch or the following number: 02 433 41 84
- for the Hello Prepaid Card and Hello4You prepaid card: the following number: 02 433 41 42

V.5 Transaction history

The Cardholder can consult details of transactions in the last six months and the amount available on the Card via the User account.

VI. SPENDING LIMIT AND MAXIMUM LIMITS

VI.1. Spending limit

The maximum amount that can be loaded on the Card is EUR 5,000.

In the case of the Welcome Pack, the limit is EUR 1,250.

When using the Card for a transaction that generates fees, the balance on the Card must be sufficient to cover the full amount of the transaction in order for it to be accepted.

The Cardholder undertakes to honour the set limit for the Card.

If the Holder notices that the Card has a negative balance, they must contact their branch or their usual contact person directly.

VI.2. Usage limits applicable to transactions

Subject to the funds available on the Card, the following usage limits apply:

Cash withdrawals: EUR 625 per day.

Under the Welcome Pack: Cash withdrawals: EUR 125 per day.

Contactless payments without a PIN: The first transaction performed by the Cardholder must be validated by entering the PIN. Subsequent contactless payments may be made up to a maximum of EUR 25 per transaction and EUR 50 for consecutive contactless payments. Once this limit is reached, the Cardholder must validate the next transaction by entering the PIN in order to once more make contactless payments up to the aforementioned limits.

These limits are set according to the Mastercard rules and may be subject to change. In that case, the Bank will notify the Cardholder as stipulated in Article XII below concerning amendments to these General Terms and Conditions.

VII OBLIGATIONS AND LIABILITY OF THE CARDHOLDER

VII.1. Basic obligations

The Cardholder is obliged to use the Card and services in accordance with the terms and conditions governing the issue and use thereof.

The Card and PIN are strictly personal to the Cardholder. The Cardholder will take the requisite precautionary measures to ensure the security of the Card and PIN. The Cardholder undertakes to memorise the PIN, not to write it on any document, object or medium whatsoever, not to divulge it or otherwise reveal it, and not to leave the Card or PIN within the reach, or at the disposal, of a third party.

VII.2. Loss or theft of the Card

Cardholders shall notify the Bank by phone (02 433 41 42 for Hello Bank – 02 433 41 84 for BNP Paribas Fortis) as soon as they become aware of the loss, theft or any risk of fraudulent use of the Card.

The Cardholder must take every precaution to ensure that they become aware of any such incident without delay.

Incidents notified must be reported to the police authorities of the area where the loss or theft occurred within 24 hours.

VII.3. Incidents of which the Bank must be notified

The Cardholder shall immediately notify the Bank by phone (02 433 41 42 for Hello Bank – 02 433 41 84 for BNP Paribas Fortis) and also in writing, within 13 months at the latest of the value date of the debit or credit, of any unlawful transaction (unauthorised transaction or error or irregularity ascertained in the management of the Card).

VII.4. Liability in the event of fraudulent use of the Card

VII.4.1. Up until the time of notification

The Cardholder shall be liable for the consequences of the loss or theft of the Card up to an amount of EUR 50 up until the time of notification referred to in Article VII.2; this limit shall not apply in the event of gross negligence or fraud on the Cardholder's part. By exception to paragraph 1, the Cardholder shall bear no loss if:

1. The loss, theft or misuse of a Card could not be detected by the Cardholder before the payment, except if he has acted fraudulently; or
2. The loss is due to actions or a failure by an employee, agent or branch of the Bank, or an entity to which its activities have been outsourced.

VII.4.2. After notification

After the notification referred to in Article VII.2, the Cardholder shall no longer be liable for the consequences of the loss or theft of the Card, unless the Bank can prove that the Cardholder has acted fraudulently.

VII.4.3. If the Card is not presented physically and identified electronically

The Issuer and the Bank may take any measures they deem appropriate to prevent the Cardholder using the Card for remote transactions without electronic identification of the Card.

VII.4.4. The concept of gross negligence

VII.4.4.1. General

Depending on the circumstances and without prejudice to the discretion of the court, gross negligence will arise where the Cardholder:

- failed to give notification of the loss, theft or any risk of fraudulent use of the card as soon as they became aware of it;
- failed to check, as frequently as possible, the status of the User account or current account to which the Card transactions are booked and the entries on the account, and consequently the Cardholder does not identify and notify the Bank of fraudulent use of the Card in due time;
- has not complied with the precautionary measures given in Article VII.6;
- did not report the loss, theft or any risk of fraudulent use of the Card to the police authorities in the area where the loss or theft occurred within 24 hours of becoming aware of it.

VII.4.4.2 Failure to honour precautionary measures in respect of the PIN

Within the limits described above, Cardholders shall be deemed guilty of gross negligence if they have:

- written down the PIN in a readable form on the Card or on an object or document that the Cardholder kept or carried together with the Card;
- divulged any PIN to a third party.

The Cardholder shall not be deemed guilty of gross negligence if the PIN is obtained by extortion, either with actual violence against the Cardholder's person, property or relatives or the real threat of violence against the Cardholder's person, property or relatives.

VII.4.4.3. Failure to honour precautionary measures in respect of the Card

This clause applies in the event of fraudulent use of the Card without the PIN.

The Cardholder is not liable for the consequences of the theft of the Card if this involved violence against their person, property or relatives, or the real threat of violence against the Cardholder's person, property or relatives.

The Cardholder is not liable for the consequences of the theft of the Card if it is stolen from their home in the conditions stipulated here. 'Home' means the principal place of residence, any second home and any holiday home owned by the Cardholder, and any student lodgings.

The following are deemed to constitute theft from the Cardholder's home: breaking and entering, entry involving scaling of walls or fences, violence, threats, and forged, lost or stolen keys.

Depending on the circumstances and without prejudice to the discretion of the court, gross negligence shall be deemed to have occurred if the Card is left anywhere other than at home, such as a place where the Cardholder stays occasionally or temporarily (for instance, a hotel room, hospital room, tent, camper van, caravan, motor home, mobile home or boat), unless the Card has been deposited

in a safe made available to customers by the owner or the manager of that establishment.

Within the limits described above, gross negligence is deemed to have occurred if the Card is left unsupervised:

- at the work place, unless the Card is in a locked drawer or cabinet;
- in a vehicle, even parked in a private driveway, and irrespective of whether or not that vehicle is locked;
- in a public place or a place accessible to the public, unless the Card is in a locked drawer or cabinet;
- on private premises to which people other than the Cardholder have access, such as receptions, parties (including family parties), conferences, screenings, exhibitions and sports activities or contests, unless the Card is kept in a locked drawer or cabinet;
- in courtyards, entrances and gardens that are private property;
- in the communal parts of a building covered by a co-ownership agreement.

Within the limits described above, the Cardholder is deemed guilty of gross negligence if the Card is used by the people listed below as a result of failure by the Cardholder to take adequate precautions or act with due vigilance with regard to the Card and, if appropriate, the PIN:

- the spouse, partner, guests or visitors (for private or professional reasons) of the Cardholder.
- people, employed or not and irrespective of their status, who work for, or are co-workers of, the Cardholder.
- the Cardholder's parents and relatives.

VII.5. Irrevocable nature of instructions for the electronic transfer of funds

The Cardholder cannot cancel any instruction given using their Card that has already been executed.

However, the Cardholder is entitled to request a refund

- if the exact amount of the transaction was not specified when the order was issued.
- if the transaction amount exceeded the amount the Cardholder could reasonably expect, given their past spending pattern, the terms and conditions of this agreement and the circumstances relevant to the matter.

Cardholders may avail themselves of this right as specified in Article VII.3 of these General Terms and Conditions.

The Cardholder is responsible for preventing unwarranted payments; the Bank/Issuer does not intervene in disputes in this regard between the Cardholder and a Retailer.

VII.6. Precautionary measures

The Bank recommends that the Cardholder complies with the precautionary measures with respect to the use of the Card and the PIN set out in this Article.

VII.6.1. Precautionary measures in respect of the Card

Sign every new Card immediately upon receipt.

Keep your Card on you or put it in a safe place. When at work, never leave your Card unsupervised, unless it is in a locked drawer or cabinet. An increasing number of card thefts occur in the workplace.

On private premises or premises to which people other than the Cardholder have access, never leave your Card unsupervised, unless it is kept in a locked drawer or cabinet.

Never leave your Card in your vehicle, even if it is parked in your private driveway.

When travelling, keep your Card on you or put it in a safe place.

Keep your payment slips and cash withdrawal vouchers.

Place a stop order on your Card immediately if it is withheld by an ATM for no valid reason.

Notify the Bank immediately if you notice any error or irregularity.

VII.6.2. Precautionary measures in respect of the PIN

Memorise your PIN as soon as you receive it, and then destroy the document on which the Bank sent the PIN to you.

Do not write the PIN on any document, object or medium whatsoever, divulge it or otherwise reveal it, or allow anyone whatsoever to become aware of it in any way. No Cardholder will ever be asked to communicate their PIN by any bank employee, the police or a Retailer; you must be the only person to know it.

Always enter your PIN away from prying eyes at an ATM.

VIII. OBLIGATIONS AND LIABILITY OF THE BANK

VIII.1. The Cardholder should renew the Card - or not, as the case may be - before it expires. The Cardholder may express their decision via the User account. If the Cardholder does not indicate their decision one month before the Card expires, it will be automatically renewed on the expiry date.

When the Card is renewed, the balance on the old Card is automatically transferred to the new Card when it is activated.

VIII.2. The Bank shall keep an internal log of the transactions carried out using the Card for a period of ten years from the date on which the transactions were performed.

VIII.3. Essential data for a transaction undertaken through a cash dispenser or ATM (where possible: the name and the location of the terminal, the date, time, amount in foreign currency or euros, any incidents that have occurred and their nature) are recorded at the time of the transaction and stored by the Bank in a manner that ensures that they can be accessed in readable form on any medium whatsoever. This data will be used by the Bank to provide proof of the fact that the transaction was correctly recorded and booked and was not affected by a technical malfunction or other defect, in the event that the Cardholder disputes any of these transactions and without prejudice to any evidence to the contrary that the Cardholder may produce.

Some terminals provide a voucher containing the reference and the amount of the transaction, at the express request of the Cardholder or automatically. This voucher is provided

without prejudice to the provisions of the first paragraph of this Article.

VIII.4.1. Without prejudice to the obligations and liability of the Cardholder as set out in Article VII, the Bank is liable for:

- failure to execute, or incorrect execution of, transactions carried out with the Card, using machines, terminals or equipment approved by the Bank, whether or not these are under the Bank's control;
- transactions carried out without the Cardholder's consent and all errors or irregularities in the Card management that are attributable to the Bank;
- the use by a third party of a forged card.

The Bank shall bear the risks entailed in sending a Card or any means of using that card to the Cardholder.

VIII.4.2. In all cases where the Bank is liable, in accordance with Article VIII.4.1, it shall reimburse the Cardholder's account as soon as possible with:

- the amount of the transaction that was not executed or incorrectly executed, plus any interest payable on this amount;
- the amount that may be required to return the Cardholder's situation to what it was previous to the unauthorised transaction, plus any interest payable on this amount;
- the amount that may be required to return the Cardholder's situation to what it was previous to the use of a forged Card;
- amounts payable to offset any other financial loss or charges, including costs incurred by the Cardholder in establishing the amount of compensation due.

IX. TERM OF THE AGREEMENT AND TERMINATION OF THE SERVICE

This agreement is made for an indefinite period.

The Cardholder may terminate the agreement at any time, without penalty, subject to one month's notice.

In this regard, the fact that the Card is not renewed will be construed as the Cardholder availing themselves of their right to terminate the agreement.

The Bank may terminate the agreement at any time subject to two months' notice.

Following a communication on 13 July 2020, the bank decided to end the prepaid contract as from 17 November 2020.

The bank will also stop selling prepaid cards as from 15 September 2020, there will also be no renewals and replacements (in case of lost, stolen or defective card) of prepaid cards as from 15 September 2020.

The Bank may, however, terminate the service if the Cardholder does not use their card for a period of 12 months.

However, the Bank may terminate the service with immediate effect if the Cardholder fails to honour any of their obligations towards the Bank, or if the Bank becomes

aware of facts that jeopardise the relationship of trust and confidence between the Cardholder and the Bank.

The Card is valid until the last day of the month and the year indicated on the Card.

When the Cardholder of a BNP Paribas Fortis prepaid card included in a Welcome Pack reaches the age of 18, the Card is automatically cancelled and the agreement expires automatically.

When the Cardholder of a Hello4You prepaid card reaches the age of 28, the Card is automatically cancelled and the agreement expires automatically.

The Cardholder may request reimbursement of the amount still loaded on the Card at any time. This reimbursement can only be made to an account with the Bank.

If the agreement is terminated, the amount still loaded on the Card is automatically reimbursed to the Cardholder's account, within one month.

The Card is and remains the property of the Issuer. Upon expiry, the Cardholder shall return the Card to the Issuer.

The Bank and the Issuer reserve the right to place a stop order on use of the Card on objective grounds relating to the Card security or presumption of unauthorised or fraudulent use of the Card, at the request of a judicial or administrative authority, or order to safeguard the interests of the Cardholder, Bank or Issuer, or if the Cardholder otherwise fails to honour the agreement or the law. If a stop order is placed on the Card, the Bank and Issuer shall notify the Cardholder accordingly in writing as soon as possible, stating the grounds for the stop order, unless providing this information is prevented for objective security reasons or by reason of the applicable legislation. The Issuer will replace the Card on which a stop order has been placed with a new Card as soon as the grounds for the stop order cease to apply.

In the event of a remote agreement, the Cardholder is entitled to withdraw from this agreement, without penalty and without giving a reason, for a period of 14 calendar days as from the day on which the agreement is concluded. Any Cardholder who does not exercise this right of withdrawal is then permanently bound by the provisions of the agreement. Use of the Card within the 14-day period mentioned above is considered as consent by the Cardholder to commence the provision of service.

X. CHARGES AND EXCHANGE RATES

X.1. The Card is provided subject to payment of a fee as set out in the scale of charges available to the Cardholder in any of the Bank's branches and on the website www.bnpparibasfortis.be or www.hellobank.be depending on the type of Card.

X.2 The following services are, or may be, subject to a fee: the issue of a new card to replace a stolen, lost or damaged card, and reloading of the Card by means of a payment transaction.

Withdrawals and payments made in a non eurozone currency shall be converted at an exchange rate determined

on the basis of the indicative exchange rates published by the Mastercard plus an exchange margin.

X.3. The amounts of the fee, charges and commissions for electronic fund transfers made with the Card, the exchange rate, the exchange margin and the fees referred to in Article X.2. paragraph 1, are included in the scale or charges available to the Cardholder on the site www.hellobank.be or www.bnpparibasfortis.be.

XI. COMPLAINTS AND RECOURSE

The Cardholder may send a complaint to the Bank via their local branch, via Phone Banking or by using the form made available via the applicable Easy Banking services or on the Bank's websites www.bnpparibasfortis.be and www.hellobank.be.

If the customer does not agree with the solution suggested by the Bank, they may contact the Bank's Complaints Handling Department by writing to:

BNP Paribas Fortis SA/NV
Complaints Handling Department (1QA8D)
Montagne du Parc 3
B-1000 Brussels
Tel. +32 2 762 20 00
Fax +32 2 228 72 00

gestiondesplaintes@bnpparibasfortis.com

or using the online form available at

www.bnpparibasfortis.be > Suggestions, complaints > [online complaint form](#)

www.hellobank.be > Menu > [Contact](#) > Contact form

Cardholders who are not satisfied with the solution suggested by this department may begin an out of court settlement procedure by contacting the following body :

OMBUDSFIN – Ombudsman in Financial Matters
by writing to :
rue Belliard/Belliardstraat 15-17 box 8
B-1040 Brussels
Fax: +32 2 545 77 79

ombudsman@ombudsfm.be

or using the online form available at

www.ombudsfm.be > Enter a complaint

This website details the characteristics and conditions for applying this out of court dispute settlement procedure, which the Bank uses by virtue of its Febelfin membership. The customer may, if required, also make a complaint about a payment service by writing to:

Federal public service for Economy, SMEs, Middle Classes and Energy
Direction générale de l'Inspection économique
Services centraux – Front Office

North Gate III, 3ème étage
16 boulevard du Roi Albert II/Koning Albert II-laan
B-1000 Brussels

or via the online form available at:

<http://economie.fgov.be/fr/litiges>

XIII. AMENDMENT TO THESE GENERAL TERMS AND CONDITIONS

The Cardholder is notified of any amendment by e-mail. This notification shall be given at least two months before the amendment concerned comes into effect.

As well as providing the information specified in the first paragraph, the Bank shall also advise the Cardholder that they have at least two months in which to terminate the agreement, without penalty, and that if they do not terminate the agreement within that period, they shall be deemed to have agreed to the amended Terms and Conditions.

XIII. DATA PROTECTION - PERSONAL DETAILS

The Cardholder's personal details are gathered and processed upon activation and use of the Card; this is done by the Issuer, in its capacity as subcontractor for the Bank, which will be responsible for the processing in the meaning of the Data Protection Act of 8 December 1992. BUY WAY will only process this information for the aforementioned purposes, including the arrangement and management of the services associated with the Card and use thereof. The Bank will process this information for the aforementioned purposes, and for the purposes mentioned in the Bank's General Terms and Conditions.

The Cardholder is entitled to:

- access the information processed by the Bank (including via the Issuer) on the Cardholder and to have inaccurate personal details rectified.
- request that information be deleted according to the conditions stipulated by law.
- and bar the use of personal details which, taking account of the purposes for which they are processed, are considered incomplete or irrelevant and to object to their personal details being used for the purposes of direct marketing.

Cardholders wishing to avail themselves of these right may send a letter, along with a photocopy of both sides of their identity card, to BUY WAY Personal Finance, Rue d'Evêque 26 Bisschopsstraat, 1000 Brussels, which shall assist the Cardholder on behalf of the Bank.

In its capacity as subcontractor for BUY WAY Personal Finance, Cetrel, Parc d'activités Syrdall 10, 5365 Munsbach (Luxembourg) may process this information for the same purposes as BUY WAY Personal Finance.