



GENERAL TERMS AND CONDITIONS OF ELECTRONIC FUNDS TRANSFER INSTRUMENTS ISSUED BY BNP PARIBAS FORTIS SA/NV – VISA CREDIT CARD

Valid from 01/07/2019

I. GENERAL POINTS

The services linked to Visa credit cards are governed by the General Terms and Conditions of BNP Paribas Fortis SA/NV, having its registered office at Montagne du Parc 3, B-1000 Brussels – Company No. BE 0403.199.702 – Brussels Register of Companies – FSMA No. 25.879 A. E-mail: info@bnpparibasfortis.com (hereinafter referred to as "the Bank").

Pursuant to paragraph 1, the purpose of these current General Terms and Conditions is to set out the specific procedures regarding the services linked to Visa credit cards.

These General Terms and Conditions take precedence over the General Terms and Conditions of the Bank.

II. DEFINITIONS

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

- Credit card: the credit card issued by the Bank carrying the Visa logo;
- Credit cardholder: the natural person to whom the Bank has issued a credit card;
- Consumer: a natural person acting for purposes that do not fall within their professional activity;
- Retailer: retailer belonging to the Visa network;
- Account, Accountholder: current account to which transactions carried out using the credit card are linked; the holder, natural person to whom this account belongs;
- Authorised Credit card User: person who is authorised to hold or use a credit card subject to certain limits on an account;
- Worldline: registered trademark of ATOS WORLDFLINE SA/NV, the company appointed by the Bank to manage the transactions carried out using Visa credit cards;
- Credit card Account: the Visa account with Worldline to which one or more credit cards of the same trademark are linked;
- Limit: the monthly spending limit for the Credit card Account or Credit card;
- PIN: the personal and confidential numerical identification code for the Credit card;
- Electronic Credit card Identification: process whereby the identification data stored electronically on one of the credit card components is read and verified;
- Smart Credit card: credit card whose electronic components are a magnetic strip and a microprocessor (chip);
- Online/Offline: on a terminal that works Online, any transaction carried out using the credit card is authorised on the basis of direct access to certain data relating to the Credit card and the Credit card Account. This data is stored on a computer to which the terminal is linked. On a terminal that works Offline, any transaction carried out using a credit card is authorised solely on the basis of certain checks made on the terminal;
- Remote Contract: any contract, relating to products or services, between a vendor and the Credit cardholder as part of a remote sales or service system arranged by the vendor who, for the purposes of the contract in question, 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 Credit cardholder being physically present at the same time;
- CREDIT CARD STOP: body appointed by the Bank to receive notification of the loss or theft of the credit card or any risk of improper use thereof;
- Payment service provider: the Bank.

III. ISSUE OF THE CREDIT CARD AND PIN

III.1. Issue of credit card and signing thereof

All credit cards are sent by post to the customer's delivery address. However, the Credit cardholder may expressly request that it is sent to another address that they have specified.

The Bank reserves the right, however, to refuse any request for dispatch of the credit card and is not required to provide reasons for this refusal.

If posted, the credit card is blocked. The Credit cardholder must activate the credit card before it can be used by following the procedure provided. As soon as the Credit cardholder receives the credit card, they must immediately sign it using indelible ink, on the signature strip on the back.

III.2. Issue of the PIN

The PIN comprises four digits. The Bank shall take the appropriate precautions to guarantee the secrecy of the PIN.

The PIN is sent to the Credit cardholder according to the procedures provided by the Bank: depending on the circumstances, the PIN may be

- chosen by the Credit cardholder: via the secure telephone line made available for this purpose. Access to this line is only possible using the activation code that the Credit cardholder receives at the time of their order;
- sent to the domicile or address specified by the Credit cardholder in hard copy format (in this case, the PIN is generated by means of a secure application).

III.3. Additional credit cards

It is possible to link a maximum of two credit cards to one account; a maximum of one credit card may be issued per Credit cardholder.

An additional credit card may be issued to a joint holder of the account, to an authorised representative or to an Authorised Credit card User for that account.

The authorisation of the Accountholder or joint account holders of that account is required for a credit card to be issued to an authorised representative or Authorised Credit cardholder. The authorisation of the other holder(s) is required for a credit card to be issued to a joint holder or co-holder of the account.

IV. USE OF THE INSTRUMENTS AND PINS

IV.1. Payments on retailer premises

The Credit card enables the Credit cardholder to pay for products and services provided by Retailers by presentation of the Credit card, its electronic identification and entering the PIN on the keypad. The PIN is confirmed by pressing "OK".

On some retailers' terminals, mainly overseas, the Credit card is used by presenting the Credit card and signing a sales voucher presented by the Retailer.

Certain payments, however, do not require the Credit cardholder to enter the PIN or to sign a sales voucher. Such payments include:

- those carried out using a credit card subject to these General Terms and Conditions by means of a system or device enabling automated payments for products or services offered by a Retailer;
- those resulting from a payment instruction using the credit card that is sent by the Credit cardholder to a Retailer using a remote communication technique.

On some terminals (that accept contactless payments) and within specific limits it is possible to make payments by holding the credit card close to the terminal that supports this technology without entering a PIN Code.

Once these limits are exceeded, the customer has to enter his PIN. For more information regarding limits applicable to Contactless no PIN transactions, please consult our website www.bnpparibasfortis.com

The Credit cardholder has the option of using the Credit 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 its acquirer to temporarily set aside in his favour an amount equivalent to the amount of the deposit.

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

For security reasons, the Credit 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.

IV.2. Cash withdrawals from bank branches and foreign exchange offices

The Credit cardholder may withdraw cash from bank branches and foreign exchange offices by inserting the credit card into the terminal, electronic identification and entering the PIN.

In some cases, the Credit cardholder may withdraw cash by presenting their credit card and signing a voucher:

- overseas, from certain bank branches and foreign exchange offices
- in Belgium, from certain foreign exchange offices only.

IV.3. Cash withdrawals from cash dispensers

The Credit cardholder may also withdraw cash from cash dispensers in Belgium and abroad. To do so, the credit card must be inserted in the terminal and electronically identified, and the PIN entered using the keypad.

If a cash dispenser abroad asks the Credit cardholder to enter a PIN of more than four digits, the Credit cardholder must enter their four-digit PIN and confirm this by pressing "OK".

IV.4. Changing the PIN

The Credit cardholder may only change their PIN using a terminal in a BNP Paribas Fortis or Fintro branch or according to the procedures provided for by the Bank.

IV.5 Entering incorrect PINs

The credit card is disabled if three successive incorrect PINs are entered.

IV.6 Forgotten PIN

If a Credit cardholder has forgotten their PIN, they may ask for the new PIN to be sent to them by post to the domicile or address which they provide, via Easy banking Centre or via the Hello Team.

IV.7 Restriction of credit card functionalities

For reasons of security the Bank may, in certain countries, establish restrictions relating to the terms of use of the credit card. This may mean that, in these countries, accountholders will not be able to withdraw cash or make payments with their credit card, or may do so only under certain conditions (for example, only by entering their PIN). We can provide the customer with additional details about possible usage restrictions that may apply in these countries upon request. The customer can also visit the website www.hellobank.be

IV.8.

IV.8.1. Suspension of the use of the credit card – temporary block

The Credit cardholder can, through the channels made available by the Bank, for reasons of convenience, proceed to

- The temporary blocking of the credit card
- The deblocking of the same credit card

IV.8.2. Modify the spending limit of the credit card

The Credit cardholder can, through the channels made available by the Bank, for reasons of convenience, proceed to (demand subject to approval)

- The temporary increase of the spending limit of the credit card
- The permanent increase of the spending limit of the credit card

IV.8.3. Modify the use of the credit card

The Credit cardholder can, through the channels made available by the bank, for reasons of convenience, proceed to (demand subject to approval) the limitation of the use of the Credit card in specific sectors, countries or for specific uses of the Credit card.

IV. 9 Third-party payment applications

The Bank allows the Credit cardholder to link her or his credit card to certain third-party payment applications through which she or he may initiate payment transactions based on that credit card.

Specific transaction limits may apply. The Credit cardholder must accept the terms and conditions and the privacy policy set out by the editor of the relevant payment application, which editor distributes such application under its exclusive responsibility. The Bank is not a party to the agreement between the Credit cardholder and the editor of the relevant payment application.

The Credit cardholder's obligations and liabilities as set out in article VII of these Terms and Conditions, especially in respect of security, of confidentiality and of notification of lost or stolen credit card or of any risk of unauthorized use of the credit card or of the PIN Code, fully apply to the Credit cardholder in the context of using a third-party payment application. In this context, the word "credit card" used in these Terms and Conditions includes any device containing the third-party payment application, including as the case may be the Credit cardholder's mobile phone; the word "PIN Code" includes the security means of the third-party payment application and/or of the device containing that application.

V. STATEMENTS OF EXPENDITURE – DEBIT OF AMOUNT PAYABLE

A statement with details of payments made with the credit card is sent to the Credit cardholder every month, provided that new transactions have been recorded by Worldline since the previous statement was issued. This statement will contain all the information required by law for each credit card and for each transaction.

The sum payable that is indicated on the monthly statement of expenditure is debited from the account automatically, usually within fifteen days of receipt of the statement; the Accountholder shall ensure that there are sufficient funds on the Credit card Account to settle the amount concerned.

The Credit cardholder and Accountholder (or Joint Accountholders) are jointly, severally and indivisibly liable for payment of all amounts due as a result of use of the credit card and pursuant to these Terms and Conditions.

VI. MONTHLY SPENDING LIMIT AND MAXIMUM LIMITS

VI.1. Monthly spending limit

The Bank agrees the monthly spending limits with the Credit cardholder.

The Credit cardholder shall not, under any circumstances, exceed the limit set.

If two or more credit cards are linked to the same Credit card Account, the expenditure for both credit cards is included on the same monthly statement of expenditure.

Payments and cash withdrawals made using the credit card, and amounts set aside at the request of Retailers in accordance with the last sentence of Article IV.1.1 are booked against the monthly

spending limits for the Credit card Account and Credit card concerned.

No further online transactions will be authorised by the Bank once the monthly spending limit for the Credit card has been reached. No further online transactions for any of the credit cards linked to the Credit card Account will be authorised by the Bank once the monthly spending limit for the Account has been reached.

VI.2. Limits for cash withdrawals

VI.2.1. Limits per credit card

Cash withdrawals at bank branches and foreign exchange offices using a Visa credit card are limited to the outstanding balance of the monthly spending limit for the credit card concerned.

VI.2.2. Cash withdrawals from cash dispensers

Cash withdrawals from cash dispensers in Belgium and abroad are subject to the following limits: a maximum of EUR 600 per transaction and a maximum of EUR 600 per four-day period in no more than 8 instalments. Withdrawals may also be subject to a transaction or daily limit under the rules prevailing in the country where the terminal is located or for the network to which the terminal belongs.

VI.2.3. The maximum limits given in this Article are subject to change. The Credit cardholder or Accountholder shall be informed of any change in a notice enclosed with an account statement.

VI.3. Determination of the monthly spending limit

The monthly spending limit is set at EUR 2,500. The limit may be reduced, but not increased for customers who, in the course of entering into a relationship with the Bank, were identified remotely; this will be the case until identification has been confirmed in person with a representative of the Bank.

VII OBLIGATIONS AND LIABILITY OF THE CREDIT CARDHOLDER

VII.1. Basic obligations

The Credit cardholder is obliged to use the credit card and services in accordance with the terms and conditions governing the issue and use thereof.

The credit card and PIN are strictly personal to the Credit cardholder. The Holder shall take all the precautions required to ensure the security of the credit card and PIN. The Credit cardholder shall commit the PIN to memory and not write it down on any document, object or medium whatsoever, nor divulge it or otherwise reveal it, and shall not to leave the credit card or PIN within the reach, or at the disposal, of a third party.

VII.2. Incidents to be notified to CREDIT CARD STOP

The Credit cardholder shall notify CREDIT CARD STOP of the loss, theft or any risk of improper use of the credit card as soon as they become aware of it.

The Credit cardholder must take every precaution to ensure they are aware of any such incident without delay.

CREDIT CARD STOP can be contacted 24 hours a day and 7 days a week on 070 344 344.

CREDIT CARD STOP shall immediately give the Credit cardholder a reference number enabling proof of notification. CREDIT CARD STOP records all telephone calls.

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

VII.3. Incidents to be notified to ATOS WORLDLINE SA

The Credit cardholder or the Accountholder shall provide ATOS WORLDLINE SA with written notification directly, and at the latest within 13 months of the debit value date, of any transaction charged to their monthly Bank Credit card Company statement for which approval was not given, and of any error or irregularity ascertained with regard to the management of their credit card.

If the user of the payment service is not a consumer, the Credit cardholder or Accountholder shall provide written notification directly, and at the latest within 60 days of the debit value date, of any transaction charged to their monthly Bank Credit card Company statement and of any error or irregularity ascertained with regard to management of their credit card.

The Credit cardholder or Accountholder requesting a refund, pursuant to Article VII.5, should provide written notice to this effect within eight weeks of the date on which the funds were debited.

Notifications pursuant to this article must be issued to:

ATOS WORLDLINE SA/NV
Chaussée de Haecht 1442
B-1130 Brussels
02/205 81 11

VII.4. Liability in the event of improper use of the credit card

VII.4.1. Up until the time of notification

Until the time of the notification stipulated in Article VI.2., holders are liable for the consequences of the loss or theft of their credit card or signature procedures, up to an amount of EUR 50, other than in the event of gross negligence or fraud, in which case this limit does not apply. The aforementioned maximum amount does not apply in the case of use for professional purposes.

By way of derogation from paragraph 1, the holder shall not bear any loss if:

1) the loss, theft or misappropriation of a credit card or signature procedures could not be detected by the credit card holder before payment, unless they acted fraudulently; or

2) the loss is due to the acts or default of an employee, agent or branch of the Bank or of an entity to which its activities have been outsourced.

VII.4.2. After notification

Once the notification referred to in Article VII.2 has been issued, the Credit cardholder is no longer liable for the consequences of the loss or theft of the credit card, unless the Bank can prove that they have acted fraudulently.

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

The Credit cardholder cannot be held liable if the credit card has been fraudulently used without being presented physically or without electronic identification of the credit card itself, unless the Bank can prove that he has acted fraudulently.

The Bank may take any measures it deems to be appropriate to prevent the Credit cardholder using the credit card for remote transactions without electronic identification of the credit card.

When paying for a remote transaction with a retailer over the Internet, the Credit cardholder will first be asked to authorise and sign the payment using the procedures for electronic signature provided by the Bank.

VII.4.4. The concept of gross negligence

VII.4.4.1. General points

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

- failed to notify Credit card Stop of the loss, theft or any risk of improper use of the credit card as soon as they were aware of it;
- failed to check the status of the account on which the credit card transactions are registered and the entries on the account, and consequently does not identify and notify the Bank of improper use of the credit card in due time;
- has not taken the precautionary measures recommended in Article VII.6;
- did not report the loss or theft of the credit card to the police authorities in the area where the loss or theft occurred within twenty-four hours of becoming aware of it.

VII.4.4.2. Insufficient precautions in respect of the PIN

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

- written down the PIN in a readable form, on the credit card or on an object or document that the Credit cardholder kept or carried together with the credit card;
- divulged any PIN to a third party.

The Credit cardholder is not liable for gross negligence if violence is used against their person, property or family to obtain the PIN or if there is a threat of immediate violence to their person, property or family.

VII.4.4.3. Insufficient precautions in respect of the credit card

This clause applies in the event of improper use of the credit card without the PIN.

The Credit cardholder is not liable for the consequences of the theft of the Credit card if violence is used against their person, property or family to obtain the PIN or if there is a threat of immediate violence to their person, property or family.

The Credit cardholder is not liable for the consequences of the theft of the credit card if it is stolen from their home under the conditions specified below. "Home" means the principal place of residence, any second home and any holiday home owned by the Credit cardholder or Accountholder, and any student lodgings.

The following are deemed to constitute theft from the Credit 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 credit card is left anywhere other than at home, such as a place where the Credit cardholder stays occasionally or temporarily (for instance, a hotel room, hospital room, tent, camper van, caravan, motor home, mobile home or boat) – unless the credit card has been deposited in a safe made available to customers by the owner or the manager of that establishment.

Subject to the limitations set out above, gross negligence is deemed to have occurred if the credit card is left unsupervised:

- at the place of employment, unless the credit 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 credit card is in a locked drawer or cabinet
- on private premises to which people other than the Credit cardholder have access, such as receptions, parties (including family parties), conferences, screenings, exhibitions and sports activities or competitions, unless the credit 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 Credit cardholder is deemed to have committed gross negligence if use is made of the credit card by the people listed hereafter as a result of a failure by the Credit cardholder to take adequate precautions or act with due vigilance with regard to the credit card and its PIN:

- the Credit cardholder, joint holder or authorised user of an account to which transactions carried out with the credit card are linked;
- the spouse, partner, guests or visitors (for private or professional reasons) of the Credit cardholder or Accountholder;
- persons who work for or with the Credit cardholder or Accountholder, whether or not as employees and irrespective of their status;
- the parents and relatives of the Credit cardholder or Accountholder.

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

The Credit cardholder cannot cancel any instruction given using their Credit card that has already been executed.

However, the Credit cardholder has the right to request a refund

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

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

Responsibility for preventing unwarranted payments lies with the Credit cardholder; the Bank does not intervene in disputes in this regard between the Credit cardholder and a Retailer.

VII.6. Precautionary measures

The Bank recommends that the Credit cardholder complies with the precautionary measures set out in this article with respect to the use of the credit card and the PIN.

VII.6.1. Precautionary measures with regard to the credit card

Sign all new credit cards immediately upon receipt.

Keep your credit card on you or put it in a safe place. When at work, never leave your Credit card unsupervised, unless it is in a locked drawer or cabinet. An increasing number of credit card thefts are happening in workplaces.

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

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

When travelling, the credit card must be kept on the person or put it in a safe place.

Keep your payment slips and cash withdrawal vouchers.

Place a stop order on your credit 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 with regard to the PIN

The Bank must be notified immediately of any error or inaccuracy on the statement of expenditure.

Change the PIN on your credit card as soon as you can at an ATM.

The Credit cardholder must not write the PIN on any document, object or medium whatsoever, nor divulge it or let anybody become aware of it in any way whatsoever. No Credit card Holder 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.

When using a cash dispenser, the Credit cardholder must ensure that no one else can see them entering the PIN.

If the Credit cardholder changes the PIN, they must avoid using a code that is too obvious, such as part of their telephone number, their date of birth or the date of birth of one of their relatives, or their postal code.

VIII. OBLIGATIONS AND LIABILITY OF THE CREDIT CARDHOLDER

VIII.1. The credit card is automatically renewed when it expires, unless this is refused by the Bank or the Credit cardholder serves notice of termination on the Bank one month before its expiry.

The Bank may, however, renew a Magnetic-strip Credit card prior to expiry in order to replace it with a Smart Credit card.

If a request is made for the replacement of a defective, lost or stolen Magnetic-strip Credit card, the credit card in question shall be replaced automatically with a Smart Credit card. The Smart Credit card may be valid for longer than the credit card it replaces.

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

VIII.3. The Bank will change the spending limit referred to in Article VI.1 at the request of the Credit cardholder, subject to compliance with the provisions of Article VI.3. The Credit cardholder may apply for a change to the limit no more than twice a year; furthermore, the Bank shall lower the limit at the request of the Credit cardholder in the event of the following: the loss or theft of the credit card or PIN, or in the event of transactions undertaken without the Credit cardholder's consent appearing on the statement of expenditures.

VIII.4. 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 holders dispute any of these transactions and without prejudice to any evidence to the contrary that Credit cardholders may produce.

Some terminals provide a voucher containing the reference and the amount of the transaction, at the express request of the Credit

cardholder or automatically. This voucher is provided without prejudice to the provisions of the first paragraph of this Article.

VIII.5.1. Without prejudice to the obligations and responsibilities of the Credit cardholder as set out in Article VII, the Bank is liable for:

- failure to execute, or incorrect execution of, transactions carried out with the Credit 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 Credit cardholder's consent and all errors or irregularities in the account management that are attributable to the Bank;
- the use by a third party of a forged credit card.

The risks entailed in sending a credit card or any means of using that credit card to the Credit cardholder shall be borne by the Bank.

VIII.5.2. In all cases where the Bank is liable, in accordance with Article VIII.5.1, it shall reimburse the Credit cardholder as soon as possible with:

- the amount of the transaction that was not executed or incorrectly executed, plus any interest payable on this amount;
- with the amount that may be required to return the Credit cardholder's situation to what it was previous to the unauthorised transaction, plus interest on this amount, if applicable.
- any sum that may be payable to restore the Credit cardholder to the position they were in before the forged credit card was used;
- amounts payable to offset any other financial loss or charges, including costs incurred by the Credit cardholder in establishing the amount of compensation due.

VIII.5.3. Throughout the contractual term, the Credit cardholder at any time has the right to receive the contract on paper or any other durable medium.

IX TERM OF THE AGREEMENT AND TERMINATION OF THE SERVICE

The agreement takes effect the first time the credit card is used by the Credit cardholder. This contract is concluded for an indefinite term.

The Credit cardholder may at any time terminate the agreement at no cost, by sending a registered letter, while respecting the notice period of one month.

The Bank may at any time terminate the agreement by sending a registered letter, while respecting the notice period of two months.

If the costs referred to in article X.2 were paid beforehand, they will be refunded proportionally from the month following the end date.

If the Credit cardholder uses the credit card in a manner that breaches these Terms and Conditions, the Bank reserves the right to instruct the cash dispenser and ATM network in Belgium or abroad (insofar as this is technically feasible) and Retailers to withhold or reject the credit card.

If this product was acquired remotely, the Credit cardholder is entitled to withdraw from this agreement, without penalty and without giving a reason, for a period of 14 calendar days starting from the day on which the agreement is concluded. Any Credit cardholder who does not exercise this right of withdrawal is then permanently bound to the provisions of the agreement. Use of the Credit card within the 14-day period mentioned above is considered as consent given by the Credit cardholder to begin the provision of service.

If the service payment user is not a consumer, this provision does not apply, unless explicitly stated to the contrary.

X. CHARGES AND EXCHANGE RATES

X.1. Credit cards are provided subject to the payment of a periodical service charge which is automatically debited in advance from the Account.

X.2. The following items are or may be subject to charges:

- the electronic transfer of funds using the credit card;
- the issue of a new credit card to replace one that was stolen, lost or damaged;
- the dispatch or provision of a new PIN to replace one that has been forgotten;

Withdrawals and payments in a non euro-zone currency shall be converted at an exchange rate determined on the basis of the indicative exchange rates published by the European Central Bank plus an exchange margin.

X.3. The period service fee, the charges and commissions for the electronic transfer of funds using the credit card, the exchange rate charges and the charges referred to in paragraph 1 of Article X.2 are set out in the scale of charges that is available to the Credit cardholder at all the Bank's branches.

XI. COMPLAINTS AND RECOURSE

If Credit cardholders are not satisfied with the Bank's services, they can notify the Hello Team of this by telephone on +32 2 433 41 42.

Without prejudice to any recourse to the courts, all complaints should be submitted in writing to:

BNP Paribas Fortis SA/NV
Complaints Management Department
Montagne du Parc 3
B-1000 Brussels
Fax: +32 (0)2 228 72 00

Customers who are not happy with the solution offered by this department may begin an out of court settlement procedure by contacting the following body:

OMBUDSFIN – Ombudsman in Financial Matters

by writing to:

North Gate III, 3ème étage, avenue Roi Albert II 16, 1000 Bruxelles

Fax: +32 2 545 77 79

ombudsman@ombudsfm.be

or using the online form available at

www.ombudsfm.be > making 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>

The customer's right to access other legal remedies by beginning an out of court dispute settlement procedure referred to above is not affected.

XII. AMENDMENT TO THESE GENERAL TERMS AND CONDITIONS

The Credit cardholder or Accountholder shall be informed of any amendments to these General Terms and Conditions in a notice included with an account statement, in an ordinary letter sent by post or by means of another hardcopy medium available to the Credit cardholder or Accountholder and to which they have access. 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 sentence, the Bank shall also advise the Credit cardholder or Accountholder that they have a period of time, amounting to at least two months, in which to terminate the contract, without penalty, and that if they do not terminate the contract within that period, they shall be deemed to have agreed to the amended Terms and Conditions.