

Introduction

These general terms and conditions govern the respective rights, obligations and responsibilities of the Cardholder and Belfius Bank SA arising from the use of the Self-Service Banking, Bancontact/Mister Cash services and the card scheme for which the logo is featured on the front of the card. These general terms and conditions take precedence over the terms of the Standard Terms of Business. These general terms and conditions will be provided to the Cardholder before he/she signs the contract for the Card. All general terms and conditions and other regulations are always available free of charge at the www.belfius.be website.

The Card can only be obtained via those companies or public/social profit entities that have signed a collaborative agreement with the Bank. The name of this Entity may be stated on the Card.

Article 1 – Definitions

Cardholder: the natural person (private individual) to whom a Card is allocated.

Bank: Belfius Bank SA, whose registered office is situated at 44 boulevard Pachéco, 1000 Brussels, RLE Brussels VAT BE 403.201.185

Entity: the company or public/social profit entity with which the Bank has signed a collaborative agreement to make Cards available to Cardholders.

Card: the Belfius EasyCard that provides access to Self-Service Banking machines and/or the Bancontact/Mister Cash network and/or the card scheme for which the logo is featured on the front of the debit card.

PIN code: is the secret code for using the Card at the terminals provided for that purpose.

Self-Service Banking machines: the private network of the Bank's automatic teller machines (ATMs), regardless of their name.

The Bancontact/Mister Cash network: the network of ATMs and payment terminals belonging to Atos Worldline SA, and the other real and virtual systems that are accredited in Belgium.

The Network: the network of ATMs and payment terminals for the card scheme for which the logo is featured on the front of the debit card, and the other real and virtual systems that are accredited in Belgium and in other countries.

Mobile Banxafe: a service offered by the Bank in conjunction with mobile phone operators and for which the Cardholder can purchase call credits securely or make payments using a mobile phone with a Mobile Banxafe SIM Card.

Reference exchange rate: the exchange rate used as the base for calculating foreign exchange rates and which is made available by the Bank at www.belfius.be

Authorised transaction: a transaction for which the Cardholder has given authorisation in accordance with the method set out in article 5 of these general terms and conditions.

Unauthorised transaction: a transaction for which the Cardholder has not given authorisation.

Article 2 – Allocation of the Card and the services associated with it

The Bank is at liberty to decide whether or not to allocate a Card at the request of the Entity, as well as all or part of the services to which the Card gives entitlement. The Bank does not send out cards without being requested to do so, except in the case of renewal. The expiry date is stated on the Card. The Card expires on the last day of the month and year stated. As soon as the Cardholder has received/collected a new card, he/she must sign it with indelible ink and render the old card unusable. If a Cardholder cannot be identified in full, the monies loaded on to the Card will remain the property of the Entity.

Article 3 – Secret code (PIN)

The Bank guarantees the secrecy of the PIN code linked to the Card. However the Cardholder may not blame the Bank for not guaranteeing the secrecy of the PIN if its disclosure is due to the fact that the Cardholder has not complied with the security instructions. The Entity will give the PIN code to the Cardholder in a sealed envelope. The Cardholder can then change his or her PIN at the terminals made

available by the Bank. If the Cardholder has forgotten his/her PIN, he/she must request a new code via the Entity. For the Mobile Banxafe service, the Customer is given an additional secret code for conducting transactions by mobile phone.

Article 4 – Terms and conditions for use of the Card

To carry out transactions, view accounts/transactions, make transfers or withdraw cash and also to identify himself/herself, the Cardholder is required to insert his/her Card into the appropriate device and enter his/her secret code (PIN). In some cases, he/she will be required to sign a card slip. Use of the Card may, e.g. for security reasons, be limited and/or be subject to additional terms and conditions. It is up to the Cardholder to obtain information in this regard from the website at www.belfius.be. Using the Card and its code, the Cardholder may subscribe, where appropriate, to the electronic services that the Bank offers to customers. The PIN code replaces handwritten signatures, has the same evidentiary power as a signature and proves that the Cardholder has given his/her consent to the transaction. The Cardholder can only make transfers when these are fully and correctly identified in relation to the Entity and the Bank.

When paying by Card at a petrol station, given that the exact amount of the payment is not known in advance, a certain fixed amount is reserved during the period strictly necessary for taking the fuel. Once the fuel has been taken, unless there is a technical error, the exact amount of the fuel taken will be deducted from the amount available for payments on the Card, while the amount reserved will be released immediately.

Transactions not requiring the entry of a PIN Code

Some terminals/devices (e.g. parking ticket machines) allow the Bancontact/Mister Cash network to be used for transactions with the Card that do not require the PIN Code to be entered. This means that some operations can be transacted simply by inserting the Card into the terminal, followed by confirmation given by pressing the OK button, or not. By carrying out this action, the Customer is deemed to have given consent for the transaction to take place.

Article 5 – Possible types of use

The functionalities vary according to the system and the type of device being used within the same system.

Self-Service Banking machines offer one or more of the following functionalities:

- view the balance of the Card, print off history (limited to the last 15 transactions), withdrawing cash, transfers (SEPA credit transfer), change the PIN code.

The **Bancontact/Mister Cash system** enables the following transactions: payments, cash withdrawals, viewing balances, changing the PIN code, activating Mobile Banxafe

Transactions via the Network: payments and cash withdrawals in Belgium, Europe and possibly outside Europe. Transactions outside Europe may be blocked for security reasons. The Cardholder can request the Entity to lift this block on a temporary basis.

Article 6 – Loading the Card – Ceiling

The Cardholder can carry out Transactions up to the funds available on the Card. The limits of the Card are listed in the attached document.

The Bank can only load funds on to the Card at the request of the Entity. Neither the Cardholder, nor any third party can place funds on the Card.

Article 7 – Overview of transactions

The Bank will provide the Cardholder, at Self-Service Banking machines, with the following information about the last 15 transactions carried out using the Card: the date of the transaction, the value date, identification of the transaction and, where appropriate, information about the payee; the amount debited in euro or in a foreign currency; the available funds and costs for the transactions registered, plus the (reference) exchange rate used. When transactions are made in foreign currency, the amount in euro is also stated by way of information. The conversion into euro is carried out at the exchange rate applied by the European Central Bank in effect on the day that the transactions were entered by the company/merchant.

Article 8 – Processing period

For transactions carried out at terminals that are under the Bank's control, any debit will be made within a period of 5 days in principle. For transactions on other terminals, both in Belgium and abroad, the Bank is dependent on data passed on to it by the institutions under which the terminals in question are placed.

Article 9 – Charges

All charges connected to the Card and the services to which it provides access are stated in the document 'Charges and Interest Rates' for the main financial services. This document is available at www.belfius.be. The Cardholder gives the Bank permission to debit any charges for the card that can be collected under the terms of the contract. If the debiting of charges results in a negative balance on the Card, this balance will be topped up next time the Card is reloaded.

Article 10 – Revoking orders

The PIN code replaces the handwritten signature, has the same evidentiary power as a signature and proves that the Cardholder has given his/her consent to the transaction. The Cardholder may not revoke any instructions he/she has given using the Card.

Article 11 – Reimbursement of unauthorised or invalidly conducted transactions

Any Cardholder noting an unauthorised or incorrectly made payment transaction must notify the Entity of this without delay and at the latest thirteen months after the value date of the debit in question. In the case of unauthorised payment transactions, the Bank will reimburse the Cardholder immediately for the amount of the unauthorised transaction, except where there is suspicion of fraud on the part of the Cardholder or if the Cardholder has not complied with his/her obligations. In such a case, the Card with which the amount was debited will be returned to the status it would have been in had the unauthorised payment transaction not taken place. Any other charges will also be reimbursed.

Article 12 – Reimbursement of Authorised transactions

The Cardholder is entitled to the reimbursement of an Authorised transaction if the following conditions are met:

- when the transaction was authorised, the exact amount of the transaction was not specified, and
- the amount of the transaction is higher than the Cardholder, based on his/her previous spending pattern, the terms of his/her contract and other relevant aspects of the matter, might reasonably have expected. For the application of this second condition, the Cardholder may not invoke reasons associated with foreign currency exchange if the Reference Exchange Rate has been used. The Cardholder will provide the Bank at its request with the factual elements regarding these conditions. The reimbursement will consist of the full amount of the transaction carried out.

The Cardholder may, for a period of eight weeks after the date on which the amount was debited, request the reimbursement of an Authorised transaction. Within ten working days of receiving a request for reimbursement, the Bank will refund the full amount of the transaction, or else it will state why it is refusing reimbursement. If the Customer, acting in his/her capacity as a natural person and defending his/her private interests, does not agree with the reasons given by the Bank, he/she may contact the Mediation Service Banks-Loans-Investments, 15-17 rue Belliard, box 8, 1040 Brussels.

Article 13 – Obligations of the Cardholder

The Cardholder will comply with the following obligations:

- to use the Card in accordance with these terms and conditions and to find out about the terms of use via the website at www.belfius.be;
- to notify the Bank or Card Stop immediately on becoming aware of the loss or theft or irregular use of the Card or of any unauthorised use of it (Card Stop – telephone + 32 70 344 344 – available 24/7 – address: Atos Worldline SA, 1442 chaussée de Haecht, 1130 Brussels). If the Cardholder cannot be identified in full, he/she should contact the Entity without delay in order to report the loss or theft of the Card;
- to take all reasonable measures to guarantee the security of the Card and its personalised security details, such as: ensure that no third party (including the Cardholder's spouse, family members and friends) has no knowledge of and cannot gain knowledge of

the secret code and/or is able to use the Card; not to write down the secret code anywhere, in any form;

- to notify the Bank immediately of any change of address;
- to inform the Bank, as soon as he/she is aware, of any error or irregularity that he/she may note on his/her account statements, including the entry of transactions carried out without the Cardholder's approval.

Article 14 – Loss or theft

In the event of the loss, theft or misuse of the Card, the Cardholder must give the Bank the reference number that he/she received on making his/her report to Card Stop (above), as well as a copy of his/her complaint to the relevant police services. If the Cardholder has the Mobile Banxafe service, he/she must also take the same measures in the event of the loss or theft of the SIM card. The Cardholder accepts that the Bank or Atos Worldline SA will record his/her statements given by telephone and will use these recordings in the context of supplying proof.

Article 15 – Liability in the event of loss or theft

Provided the Cardholder has complied with the statutory requirements regarding the terms and conditions for issue and use, he/she will be liable, prior to reporting the loss or theft, for the consequences of the loss or theft of the Card, in the amount of € 150.

The Cardholder will benefit from this limitation of liability up until the time of reporting the loss or theft, as well as for any irregular use of his/her Card that may arise from failing to guarantee the security of the personalised security details of his/her Card. He/she will not be liable if the Card has been used without the physical presentation and without electronic identification or if the card was counterfeited by a third party or used irregularly, on condition that at the time of the disputed transaction, the Cardholder was in possession of the Card. If the Cardholder has acted fraudulently or with gross negligence, or if one or more of his/her obligations has not been met, he/she will bear all losses arising from Unauthorised transactions.

Gross negligence is considered to be:

- a) the fact, on the part of the Cardholder, that he/she has made a note of his/her personalised security details, such as an identification number or some other code in an easily recognisable form, especially if this note has been made on the Card itself or on an object or document that the Cardholder may keep with the Card; as well as
- b) the fact, on the part of the Cardholder, that he/she has not notified Card Stop immediately of the loss or theft of the Card. Loss also includes the Card being swallowed by an ATM. Depending on the actual circumstances and without prejudice to the court's powers of appreciation, other incidents may, regardless of whether they involve the non-compliance by the Cardholder with his/her obligations under the Standard Terms of Business be considered as gross negligence.

Article 16 – Electronic journals

The Bank will keep, for a period of 5 years from the date on which transactions are carried out, an electronic journal or similar internal summary of the transactions carried out with the Card.

Article 17 – Obligations of the Bank

The Bank:

- will ensure that the personalised security details for the Card are not accessible for parties other than the Cardholder authorised to use the Card;
- will not send out any Card unless requested to do so;
- will ensure that at all times there are appropriate resources available to enable the Cardholder to make notification, as stated in article 13 of these general terms and conditions, or to request the Card be blocked;
- will provide the Cardholder, on request, with the resources enabling him/her to prove that he/she has given said notification and up to eighteen months after notification;
- will see to it that the Card can still be used after the notification stated in article 13 has been made;
- will bear the risk of sending out the Card to the Cardholder or sending any means that enables it to be used, in particular the personalised security details;
- will maintain an internal record of transactions for a period of at least five years from the time at which the transactions are carried out.

Article 18 – Liability of the Bank

The Bank is liable for:

- not executing or not executing correctly the transactions made with a Card on a device, terminal or other item of equipment recognised by the Bank, regardless of whether or not it is under the Bank's supervision;
- transactions carried out without the consent of the Cardholder;
- any error or irregularity in the management of the Cardholder's account and any counterfeiting of the Card, except where the non-execution, incorrect execution, error or irregularity can be attributed to the Cardholder.

As soon as the Bank has been made aware of the loss or theft, it will prevent any further use of the Card. If there is a dispute about a transaction carried out with a Card, the Bank is required to prove that the transaction was recorded and entered correctly and was not affected by a technical incident. In the event of the Bank's liability, it will pay to the Cardholder the amount of the transaction not carried out or carried out incorrectly, or the amount needed to restore the Cardholder to the position he/she was in prior to the unauthorised transaction or before his/her Card was found to be counterfeited, where relevant plus any other financial consequences, such as the investigation charges or the amount of the loss attributable to the poor operation of the device or terminal or other item of equipment approved by the Bank.

Article 19 – Withdrawal or blocking of the Card and cessation of the services linked to it

The Cardholder may at all times and without cost terminate the agreement with immediate effect subject to a notice period of one month. If this is the case, the Cardholder is required to destroy the Card and to notify the Entity. The Bank can also at any time suspend or stop use of the card or all or part of the services linked to it, subject to complying with a notice period of two months.

The Entity may, at any time and without charge, terminate the contract with immediate effect.

The Bank may block the Card for objectively justified reasons related to the security of the Card (e.g. three successive entries of the incorrect code number, a report of loss, theft or misuse, the Card being left behind at a branch or terminal, etc.) or on suspicion of unauthorised or fraudulent use of the Card (e.g. in the event of the loss or theft of the Card or if the Card is used in a manner that does correspond to these general terms and conditions or other requirements of the Bank).

In the cases mentioned above, any transaction with the Card will be declined and the Card may be swallowed by the terminal.

Article 20 – Changes to the terms and conditions

In line with its Standard Terms of Business, the Bank may make changes to these general terms and conditions. These changes will come into effect, unless notified otherwise, after a period of two months has expired since the time the changes were notified to the Cardholder, if the Cardholder has not terminated the contract with the same period and has not destroyed his/her Card. These changes will be notified by a message on the Self-Service Banking machines. If the Cardholder cannot be fully identified, the Bank will communicate the changes via the Entity. Changes in the exchange rate can come into effect immediately without prior notice when the changes are based on the Reference Exchange Rate. Changes to the exchange rate that are in favour of the Customer may be implemented without notification.

Article 21 – Protection of privacy

Belfius Bank and the entities of the Belfius group, as well as the companies with which the Bank is contractually linked, make use of the Cardholder's personal details, including information relating to payment transactions, the Customer's assets and the personal details of his/her spouse, partner and members of his/her family living at the same address, for the purpose of managing their accounts, investments, insurance, loans or other products, in order to offer appropriate insurance or financial and related products and services to the Customer and also to assess the relationship with the Customer and his/her spouse. The data may also be processed to prevent misuse, trace fraud, manage disputes and to check whether his/her employees, authorised bank agents and those persons employed with an authorised bank agent are fulfilling their obligations arising from the law, from an employment agreement or from the mandate of authorised bank agent, among other things in relation to gifts, proxies, etc. For the purpose of guaranteeing the quality of the personal data, the Bank may call on third parties to supplement or amend this data. The processing of the data may involve the notification or exchange of data between certain entities in the Belfius group. Where the Bank works with third parties who process some

of the Customer's data, these third parties undertake to safeguard the confidential nature of the data. The Bank will take the necessary measures to ensure that these third parties safeguard the confidential nature of this data and guarantee the security of this data, in particular when this results in personal data being transferred to countries outside the European Union where the legislation does not provide for an equivalent level of protection as in Belgium or the European Union. The Cardholder may at all times object to the use of his/her details of a personal nature being used for direct marketing purposes, either by writing to the Bank (Customer Management, 44 boulevard Pachéco, 1000 Brussels), or by simple request at the branch, using the document headed "Identification details of a Customer-natural person". The Cardholder may exercise his/her right of access and amendment by writing to the same address, enclosing a copy of the front of his/her identity card. For security reasons, the premises of the Bank and the automatic Self-Service Banking teller machines and the Bancontact/Mister Cash system may be placed under camera surveillance. This data is processed to ensure the security of persons and goods.

The Cardholder acknowledges that the Entity has the ability to monitor the balance on the Card. In the event of the use of the Card in accordance with article 23, the Entity has the ability to monitor the transactions carried out with the Card.

Article 22 – Death of the Cardholder

In the event of the death of the Cardholder, and on condition the Cardholder has been fully identified, the available balance on the Card will be included in the Cardholder's succession records.

If the Cardholder cannot be fully identified, the Bank will transfer the available balance back to the Entity after the death of the Cardholder.

Article 23 – Ownership of the assets on the Card

In the event of the Card being used solely by the Cardholder to pay for business-related expenditure (in particular in the context of an employment agreement), the assets loaded on to the Card will remain the property of the Entity. Under no circumstances will the available balance be included in the Cardholder's succession records.

Services:

In principle, the following services are provided: Self-Service Banking, Bancontact/Mister Cash, withdrawals and payments via the card scheme whose logo is displayed on the front of the Belfius EasyCard.

For savings accounts linked to debit cards, only transactions carried out via Self-Service Banking may be made with the Card. Both the Cardholder and the Bank may decline certain services.

Limits:

Standard limits:

Type of transaction	up to age 16	from age 16
Daily limit withdrawals	€ 100	€ 650
Weekly limit withdrawals and payments	€ 100	€ 2.500

The Holder or, where applicable, his/her legal representative(s) may modify these limits if they wish. If the Cardholder has signatory powers that are less than the limit for the Card, this limit will be the same as the amount for the signatory power. With certain ATMs, the limits shown above may be restricted.

Limits for underage users:

When the Cardholder reaches the age of 16, the Bank automatically applies the limits for that age.

Limits for transfers:

Up to the age of 16

Limit category	To other accounts	
	Per day	Per week
21	€ 0	€ 0
22	€ 20	€ 20
23	€ 50	€ 50
24 (standard)	€ 100	€ 100
25	€ 200	€ 200

From age 16

Limit category	To other accounts	
	Per day	Per week
1	€ 0	€ 0
2	€ 0	€ 0
3	€ 500	€ 1 500
4	€ 1 000	€ 3 000
5	€ 2 500	€ 7 500
6 (standaard)	€ 5 000	€ 15 000
7	€ 7 500	€ 22 500
8	€ 10 000	€ 30 000
9	€ 25 000	€ 75 000
10	€ 40 000	€ 120 000