



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

### DEFINITIONS

**Article 1:** The terms used in these General Terms and Conditions for the use of VISA credit cards are defined as follows:

- The "card" or "Card": the VISA credit card;
- The "business card": credit card that can only be used for business expenses and deposits directly debited or credited to the account of the company, public body or independent professional (natural person) associated with the business card.
- The "issuer" or "the Bank": Banque Internationale à Luxembourg, société anonyme, 69 route d'Esch, L-2953 Luxembourg, the financial institution issuing the card;
- "Worldline Financial Services (Europe) S.A.": Worldline Financial Services (Europe) S.A. Payment Services (Europe) S.A. with registered office at L-8070 BERTRANGE, 33 rue du Puits Romain, Tel. 3 55 66-1, the service provider appointed by the issuer to manage the cards;
- The "card holder": the natural person for whom the card is issued, both in his/her name and for his/her use;
- The "account holder": the person(s) having a personal or joint current account with the issuer that can be charged with all transactions performed through the use of the card;
- The "card account": the account held in the name of the cardholder and administered by Worldline Financial Services (Europe) S.A. and to which all transactions performed with this card will be charged;
- The "card account statement": the statement relating to the card account and rendering payable on the due date the amount specified, which becomes binding as of the statement being sent or made available to the cardholder;
- The "current account": the bank account to which all payments made through the use of one or multiple cards will be charged;
- PIN (Personal Identification Number): the confidential, personal code used to identify the cardholder;
- "NFC" (Near Field Communication): a type of technology that allows the cardholder to carry out payments using an NFC payment terminal without needing to insert the card, i.e. without that card coming into physical contact with the terminal and without having to enter a secret PIN code;
- "NFC transaction": "contactless" payment transaction using NFC technology on an NFC terminal;
- "NFC terminal": electronic payment terminal using NFC technology, identified as such on the terminal or in its immediate area.

### SERVICES PROVIDED WITH THE CARD

**Article 2: (1)** The card gives its holder the possibility of purchasing goods and services offered by merchants and companies affiliated with the VISA network by

- presenting the card and signing a transaction slip produced by the merchant or company belonging to the network, or
  - presenting the card and using the secret personal identification number (PIN), or, in the case of remote payments, by indicating or entering the card number and expiry date as well as, in certain instances, the CVC2 security code (hereafter the "card details"), or
  - using the NFC feature on an NFC terminal; depending on the transaction amount or the number of NFC transactions carried out, the user may be required to enter the card and/or PIN code
- (2) Furthermore, the cardholder may obtain cash from specified bank branches or ATMs both in Luxembourg and abroad by presenting the card and signing the transaction slip or by using the secret PIN number.

(3) The cardholder may withdraw or deposit cash from the Bank's ATM network. The limit for withdrawals shall be defined per account and per associated card; it is valid for a period of one calendar week. Withdrawals can be made within the limits of the account balance or an existing credit line. The valid limit for withdrawals from the Bank's ATMs shall not be accessible to the holders of "Business" type cards.

(4) The business card may only be used for professional purposes.

**Article 3:** The issuer does not bear any responsibility for actions or errors committed by affiliated merchants or companies to whom the card is presented. Neither can it be held responsible should a company refuse to accept the card.

### ISSUING THE CARD

**Article 4: (1)** Card Holders who request a card and whose application is approved shall be issued a card by the issuer. Business cards must be linked to an account opened in the name of a company or public body or independent professional (natural person). The card is in the holder's name only and is not transferrable. Upon receipt, the back of the card must be signed immediately by the holder whereby the card passes into the care of said cardholder. After activating it in accordance with the instructions provided by the bank, the cardholder then has the right to use the card in accordance with the General Terms and Conditions governing its use.

(2) The card remains the property of the issuer.

(3) The issuer will send the PIN and the card separately by post to the address indicated by the cardholder.

### MONTHLY FEE

**Article 5: (1)** The card is issued subject to a monthly fee as defined in the Bank's fee schedule, which may be modified pursuant to the General Terms and Conditions of the Bank.

(2) This fee shall be debited from the current account. The card may be issued as part of a package, in which case the abovementioned annual fee will be included in the price of the package.

### VALIDITY PERIOD OF THE CARD

**Article 6:** The card remains valid until the last day of the month and year indicated on the card. Upon expiry of the card, the cardholder will be issued a new card unless the issuer declines such delivery, or the cardholder or account holder notifies the issuer in writing of its cancellation two months prior to the expiry date. The expired card must be cut in half and returned to the issuer.

### COLLECTION AND TRANSFER OF PERSONAL DATA

**Article 7:** The Bank, acting as a data controller, carries out a processing of personal data, in accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the "GDPR").

The purpose of the processing is to provide clients with a credit card and to handle the lifecycle of a card (its use, cancellation, replacement, management of the PIN and the card limit) by collecting the following categories of personal data:

- Identification data (first name, last name, date of birth, place of birth, signature, aso...);
- Contact details (postal address, email address, phone number (landline and or mobile));
- Account data (card number, IBAN);
- Authentication (PIN);
- Transactional data (payments issued with the card);
- Electronic communications (exchanges of electronic communications with the Bank).

The lawfulness of the processing is based on article 6 paragraph 1 (b) of the GDPR, inasmuch as it is necessary to the performance of these GTC. Not providing the aforementioned personal data shall make the Bank unable to provide the service to the client.



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The recipients of the personal data are the Bank and Worldline Financial Services, both located in Luxembourg. To ensure the functioning of the card within the network, as well as the prevention, detection and analysis of fraudulent transactions, the cardholder and the account holder authorise the Bank and Worldline Financial Services to transmit to third parties, in particular Visalux S.C., all banks and all merchants participating in the international Visa network, all merchants participating in domestic and foreign networks of payment terminals (POS), card manufacturers, as well as the companies that manage card-related insurance, the personal data concerning the card and account holder(s) as well as information on the card's credit limit, insofar as the provision of this data is essential for the processing.

When the Bank replaces the Card (issuing of a new Card upon expiry or replacement due to theft, loss or fraud), the Bank is bound to disclose the new Card data to the international VISA network, in order to warrant that recurrent payment orders that were given using the former Card are executed as well under the new Card.

The recipients of these personal data may be located outside the European Economic Area and notably in countries where the level of personal data protection is likely to be lower than that provided in the European Economic Area.

The Bank is authorized to check all personal and financial data given in the application form.

In accordance with the applicable legislation, the Bank shall store the client's personal data for a 10-year period after termination of all business relationships with the client.

For any request from the Client to change his/her card limits, the Bank may rely on automated decisions to grant or refuse the request. This processing is based on the legitimate interests pursued by the Bank, which is to provide a quick answer to any Client requesting change of limits. In the event of an automated-decision making, the Client may object to this processing activity and ask for a human intervention to change the card limits, in accordance with the conditions laid down below.

The client has the following rights regarding the personal data that the Bank processes about him/her:

- Right to access his/her data;
- Right to rectify his/her data;
- Where applicable, right to erase his/her data;
- Right to restriction to the processing of his/her data;
- Right to portability of his/her data;
- Right to object to the processing.

The information requests on the processing and the exercises of rights must be submitted by the client through one of the following channels:

- On the [bil.com](http://bil.com) website, in the "Data Protection" section;
- By email to the [dpo@bil.com](mailto:dpo@bil.com) address;
- By mail to the following address: Banque Internationale à Luxembourg, Data Protection department, 69 route d'Esch, L-2953 Luxembourg.

In case of unsatisfactory answer, the client can also lodge a complaint to the Commission Nationale pour la Protection des Données, located 15 boulevard du Jazz, L-4370 Belvaux.

## ISSUING ADDITIONAL CARDS

**Article 8:** The account holder may apply for additional cards to be issued to third persons who will have the right to use these cards; the associated transactions are charged to the current account of the account holder. In this case, the account holder authorises the issuer to send the card account statement(s) to the cardholder(s). The account holder may ask to receive at his own expense a copy of the card account statement(s) sent to the cardholder(s).

## CARD TRANSACTIONS

**Article 9: (1)** Every time the card is used to purchase goods or services or to withdraw cash, the cardholder must sign a sales slip or a cash receipt, except in the case of NFC transactions.

**(2)** As an alternative to providing his/her signature, the cardholder may also use his/her secret PIN number or, in the case of remote transactions, provide his/her card details.

**(3)** Each time a card is used to make a deposit, the card holder must select the account to be credited after entering his/her PIN.

**(4)** The parties agree to disregard art. 1341 of the Luxembourg Civil Code, such that in the case of automated payment using the secret PIN number or in the case of remote transactions carried out with the indication of the card details or in the case of NFC transactions, the registered data will, regardless of the amount involved, serve as proof of the transaction and of the instruction of the cardholder to the issuer to charge his/her card account with the amount of the transaction, in the same way as if said order had been given in writing by the cardholder. The transaction slip printed by the machine is for the cardholder's personal information only.

**Article 10: (1)** By signing the transaction slip, using the secret PIN number, waving the card in front of an NFC terminal or, in case of remote transactions, by indicating the card details, the cardholder acknowledges that the merchant or financial institution has a claim for goods or services provided. These claims will be met by VISALUX S.C. or by any other institution which may substitute the two aforementioned companies and which holds a license for the cards in question. They will make payments to the merchant or financial institution. The issuer in turn takes on the claim by settling with the relevant license companies.

**(2)** The account holder grants the issuer irrevocable rights to debit his/her current account with all the amounts due from transactions using the card or in light of these General Terms and Conditions.

**(3)** Each cardholder together with the account holder is jointly and severally liable for the settlement of amounts due in relation to the use of the card without prejudice to Article 18 and the General Terms and Conditions governing the use of the card.

**(4)** The cardholder cannot refuse payment for transaction slips bearing his signature or deriving from using the secret PIN number or, in case of remote transactions, which are executed through the indication of the card details. Where the transaction slip has not been duly signed by the cardholder, the cardholder and the account holder are nevertheless jointly and severally liable to pay the amounts charged to the card account on the basis of the slips for the transactions performed with the card.

**(5)** The issuer is not liable for any disputes arising between the cardholder and the affiliated merchant or company. Disputes do not release the account holder from his/her obligation to pay the amounts owed to the issuer as a result of using the card.

**(6)** The amount shown on a credit slip countersigned by the merchant as the case may be will be credited to the card account of the cardholder.

## SECRET PIN CODE

**Article 11:** The secret PIN code is sent to the cardholder by means of an envelope containing a sealed letter with the PIN code. After memorising the PIN code, the cardholder must destroy the letter immediately. The PIN code is personal and not transferable. The cardholder is responsible for keeping this PIN code secret and may not disclose it to third parties. Furthermore, the PIN code should not be written down on the card itself, a document kept with the card or a document accessible to third parties.

## USAGE LIMIT

**Article 12:** The cardholder has no right to exceed the credit limit allocated by the issuer and notified to the account holder or cardholder.

## CARD ACCOUNT STATEMENT

**Article 13: (1)** At least once a month, a card account statement will be sent to the cardholder and/or made available to him/her through the Bank's online banking service. This statement is based on the transaction slips received by Worldline Financial Services (Europe) S.A. since issuing the previous statement.

**(2)** The holder must check the card account statement carefully and inform the issuer immediately of any error or irregularity. It is understood that the holder, failing to contest the transactions listed in the statement in writing within a period of 30 days, acknowledges the statement and the monthly balance.

**(3)** Card account statements relating to additional cards will be sent to the cardholders, unless the account holder gives instructions to the contrary. The cardholder undertakes to notify the issuer of any change of residence or address to which the statement should be sent.



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(4) Should the account holder have given instructions to the Bank to hold his/her mail at his/her branch, statements shall be processed in accordance with the provisions laid down in the respective articles of the Bank's General Terms and Conditions.

### THIRD-PARTY PAYMENT APPLICATIONS

**Article 14: (1)** The Bank enables the card holder to link his/her card to certain third-party payment applications by means of which he/she can initiate payment transactions linked to that card. By activating this service, the card holder consents to the provision of the data necessary to provide the service to the payment app publisher by the Bank, and to display transactions made using the publisher's mobile payment service within the application. The cardholder also agrees to receive notifications on his/her phone related to the use of the service. Specific transaction limits may apply. The card holder must, where applicable, accept the terms of use and personal data protection policy of the publisher of the application in question. The card holder assumes all liability when accessing this application. The Bank is not a party to the contract between the card holder and the publisher of the payment application in question.

(2) The obligations and liabilities of the card holder described in article 18 of these terms and conditions, particularly with regard to security, confidentiality and changes in the event of loss, theft or any risk of fraudulent use of the card or PIN, shall apply to the card holder in full during their use of any third-party payment application. In this context, the meaning of the term "card" used in these general terms and conditions shall also include the device equipped with the third-party payment application; including, as applicable, the mobile device of the card holder. The meaning of the term "PIN" shall include the security mechanism or mechanisms used by the third-party payment application and/or the device on which this application is installed.

### CARD ACCOUNT

**Article 15: (1)** The cardholder's card account will be debited with the amount calculated on the basis of all transaction slips and cash withdrawals performed with the card.

(2) In addition the following amounts will be charged to the account:

– interest due and commissions.

(3) The account will be credited with:

– additional deposits,

– any other adjustments.

(4) In the case of cash withdrawals, the statement will show the amount withdrawn, as well as any administrative and financial costs as provided for in the Bank's fee schedule, claimed by the financial institution advancing the funds.

(5) Transactions in foreign currency are converted into euro by the organisation responsible for international clearing of the various card systems at the exchange rate applied by VISA on the day the transaction is processed, with such amount increased by this organisation's and the issuer's foreign exchange charges (2.09%). The cardholder may ask the issuer for the current exchange rate, it being understood that the exchange rate may vary between the time of asking and execution of the payment.

### METHODS OF PAYMENT

**Article 16:** The account holder may choose between two methods of payment. The chosen method of payment may be changed with the approval of the issuer at any time while the card remains valid.

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

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

In this case:

(a) the outstanding balance will accrue interest at the annual rate specified in the current fee schedule, which customers may access at any time on the Bank's website or by contacting the Bank. This balance will be charged to the card account.

(b) the account holder reserves the right to make additional payments to the account shown in the statement at any time. These must be accompanied by the reference indicated on the statement. Additional payments registered by the due date of the statement are entirely taken into account in terms of interest calculation for the following month. Additional payments credited after the due date indicated on the statement will appear on the statement, but will only be taken into account in the interest calculation of the following month.

(c) subject to Article 12, any amount exceeding the usage limit will be deducted immediately.

### INSUFFICIENT FUNDS

**Article 17:** If the balance on the current account is not sufficient to cover the amount on the card account (or, if applicable, the required minimum payment) on the due date indicated on the card account statement, or if there is a significant risk that the holder will be unable to cover this amount, the issuer may block the card or cards issued for the account in question. The issuer shall inform the holder(s) before or immediately after blocking the card(s). In these cases, the total card account balance shown in the statement becomes due immediately and will be deducted from the current account.

### LOSS OR THEFT

**Article 18: (1)** If the card is lost or stolen, or the secret PIN code becomes known (even unintentionally), or in the case of fraudulent use of the card, the cardholder must immediately notify Worldline Financial Services (Europe) S.A. (24-hour hotline: +352 49 10 10). The cardholder must confirm this notification in writing as quick as possible or block the card on BILnet. The cardholder must notify the police of the loss, theft or fraudulent use of the card within 24 hours. Proof of the police report must be sent to the issuer or Worldline Financial Services (Europe) S.A. as soon as possible.

(2) As soon as Worldline Financial Services (Europe) S.A. receives the report from the cardholder, the cardholder and the account holder will no longer be held liable for the use of the card.

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

(3) Should the cardholder find the card after declaring it lost or stolen, the card can no longer be used and it must be cut in half and returned to the issuer or to Worldline Financial Services (Europe) S.A.. The same procedure applies should the cardholder become aware or suspect that a third party has discovered the secret PIN code.

(4) Except where the cardholder has committed gross negligence or fraud, or where he/she uses the card for professional or commercial ends, the cardholder and account holder shall be liable, until the abovementioned time of notification, for the consequences of the loss, theft or fraudulent use of the card by a third party only up to the amount of fifty euro (EUR 50).

(5) The issuer reserves the right to block the card or cards for objective reasons relating to security, for example in the case of suspected unauthorised or fraudulent use of the card. The issuer shall inform the cardholder(s) before or immediately after blocking the card(s).

### RECORDING OF TELEPHONE CONVERSATIONS

**Article 19:** The account holder authorises the issuer and Worldline Financial Services (Europe) S.A., for reasons of security and providing evidence, to record all telephone calls. The parties agree that recorded tapes may be used for judicial purposes and acknowledge that they have the same value as evidence as a written document.

### DURATION AND TERMINATION OF THE CONTRACT - STANDARD PROVISIONS

**Article 20: (1)** This agreement is entered into for an indefinite period.

(2) Upon termination of the agreement, in accordance with Articles 21 and 22 hereafter, the total outstanding balance of the card account will become due



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immediately and will be debited from the current account. An early termination does not bear any influence on the amount of contractual interest.

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

**Article 21: (1)** Should the cardholder or account holder wish to terminate the agreement, a written statement must be sent by registered post or handed in to any branch of the issuer. The card must be cut in half and returned to the issuer. The termination of the agreement is only effective upon receipt of the card by the issuer.

**(2)** Termination of the agreement by the account holder entails the termination of all contracts related to holders of additional cards.

**(3)** Termination of the contract by a cardholder who is not the holder of the current account does not entail the termination of the contract with the account holder and the other additional cardholders.

**(4)** Account holders reserve the right to terminate the contract between the issuer and additional cardholders. In this case, the account holder remains jointly and severally responsible for the transactions carried out with this card until returned to the issuer.

**(5)** If a replacement card is issued:

- the cardholder undertakes to return the old card at the latest upon receipt of the replacement card.
- the account holder undertakes to be responsible for all payments (including any related charges) that may have been made using the old apparently defective card, if it has not been returned before receipt of the replacement card.

### TERMINATION OF THE AGREEMENT BY THE ISSUER

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

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

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

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

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

### BENEFITS PROVIDED

**Article 23:** For certain types of card, the issuer may offer benefits such as insurance or travel assistance free of charge. The issuer may offer these benefits through external service providers, which may be based outside the Grand Duchy of Luxembourg, whether within the European Union or otherwise. The holder accepts that the issuer may send the abovementioned service providers his/her personal data to the extent that it is necessary for the provision of such services.

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

**Article 24: (1)** The issuer may amend these General Terms and Conditions governing the use of the card at any time by informing the holder no later than two months in advance by post, in an account statement, card statement or by means of any other durable medium. The issuer shall consider these changes as being approved if it has received no written objection from the holder before the changes take effect.

**(2)** If the holder does not agree with these changes, he/she shall be entitled to terminate the present agreement in writing, free of charge, with effect at any time prior to the date when the amendment is due to take effect.

### APPLICABLE LAW - JURISDICTION

**Article 25: (1)** The relations between the issuer and the holder(s) are governed by Luxembourg law.

**(2)** The courts of the Grand Duchy of Luxembourg shall have sole jurisdiction to rule over any disputes between the issuer and the holder. The issuer may initiate proceedings in any other court which, save for election of the former as the place of jurisdiction, would normally exercise jurisdiction over the holder. Except where otherwise indicated herein, the Bank's General Terms and Conditions shall apply.

The terms and conditions regarding the use of 3D Secure are incorporated in the present agreement. The holder may obtain a copy of the present agreement at any time upon request.



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

### PURPOSE

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

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

### ACTIVATING 3D SECURE FOR A CARD

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

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

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

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

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

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

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

### CARD USE AND AUTHORISATION

Executing a 3D Secure transaction:

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

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

### OBLIGATION OF DUE DILIGENCE

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

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

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

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

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

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

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

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

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

### PROCESSING OF PERSONAL DATA

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

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

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

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

### LIABILITY

(1) The responsibility clauses in the issuer's General terms and conditions for the use of cards and general terms and conditions remain valid for the use of 3D Secure.

The issuer does not guarantee that the 3D Secure service will be continuously available and shall not be held responsible for any damage resulting from a breakdown, interruption (including in the event of necessary maintenance) or overload of the systems of the issuer or one of the third parties acting for the issuer.

(2) The issuer shall not be held liable for any failure of the 3D Secure service or for any damage resulting from a breakdown, malfunction or interruption of electronic communications networks (internet, mobile telephony) and public servers, social conflicts or other events beyond its control.



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## ACCEPTANCE

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

Date and place of signature:

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Signature of account holder(s)