



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

Valid from 30/11/2018

I. GENERAL POINTS

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

In pursuance of paragraph 1, the purpose of these General Terms and Conditions is to set out the specific procedures and conditions applicable to MasterCard and Visa 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.

- Card: the card issued by the Bank carrying the MasterCard or Visa logo;
- Cardholder: the natural person to whom the Bank has issued a card or company card;
- Consumer: a natural person acting for purposes that do not fall within their professional activity;
- Retailer: retailer(s) belonging to the MasterCard network and/or Visa network;
- Account, Account Holder: current account to which transactions carried out using the card are linked; the natural or legal person to whom this account belongs;
- Authorised Card User: person who is authorised to hold or use a card subject to certain limits on an account;
- Worldline: registered trademark of ATOS WORLDLINE SA/NV, the company appointed by the Bank to manage the transactions carried out using MasterCard and Visa cards;
- Card Account: the MasterCard or Visa account with Worldline to which one or more cards of the same trademark are linked;
- Limit: the monthly spending limit for the Card Account or Card;
- PIN: the personal and confidential numerical identification code for the Card;
- Electronic Card Identification: process whereby the identification data stored electronically on one of the card components is read and verified;
- Smart Card: card whose electronic components are a magnetic strip and a microprocessor (chip);
- ATM (Automated Teller Machine): specific type of terminal installed in BNP Paribas Fortis branches on which the Cardholder can undertake a certain number of transactions relating to the Smart Card and corresponding PIN;
- Online/Offline: on a terminal that works Online, any transaction carried out using the card is authorised on the basis of direct access to certain data relating to the Card and the 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 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 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 Cardholder being physically present at the same time;
- CARD STOP: body appointed by the Bank to receive notification of the loss or theft of the card or any risk of improper use thereof;
- Payment service provider: the Bank.

III. ISSUE OF THE CARD AND PIN

III.1 Issue of card and signing thereof

All cards are sent by post to the customer's delivery address. However, the Cardholder may expressly ask for the card to be sent to any other address provided.

The Bank, however, reserves the right to refuse a request to send a card by post without having to justify its decision.

If posted, the card is blocked. The Cardholder must activate the card before it can be used by following the procedure provided.

On receipt of the card, the Cardholder must immediately sign the signature strip on the back of the card with indelible ink.

III.2. Issue of the PIN

The PIN comprises four digits. The Bank takes suitable measures to make sure that the PIN is kept secret.

The PIN is sent to the Cardholder according to the procedures provided for by the Bank: depending on the circumstances, the PIN may be -chosen by the Cardholder: via the secure telephone line made available for this purpose. Access to this line is only possible by using the activation code which the Cardholder receives when ordering the card;

-sent to the place or address provided by the Cardholder in hard copy format (in this case, the PIN is generated by means of a secure application).

III.3. Additional cards

Additional cards issued by the Bank may be linked to the same or to a different Card Account.

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

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

IV USE OF THE INSTRUMENTS AND PINS

IV.1.1. Payments on retailer premises

The Card enables the Cardholder to pay for products and services provided by Retailers by presentation of the 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 Card is used by presenting the Card and signing a sales voucher presented by the Retailer.

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

- those carried out using a 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 card that is sent by the Cardholder to a Retailer using a remote communication technique.

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

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

IV.2.1 Cash withdrawals from bank branches and foreign exchange offices

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

In some cases, by presenting his card and signing a voucher, the Cardholder may withdraw cash:

- 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 Cardholder may also withdraw cash from cash dispensers in Belgium and abroad.

Use of the card at cash dispensers is possible only after inserting the card into the device, electronic identification and entering the PIN on the keypad. If a cash dispenser abroad asks the Cardholder to enter a PIN of more than four digits, the Cardholder must enter his four-digit PIN and confirm this by pressing "OK".

IV.4. Changing the PIN

The Cardholder can change his PIN at the terminal at a BNP Paribas Fortis and Fintro branch only, or according to the terms provided for by the Bank.

IV.5 Entering an incorrect PIN

The card will be disabled if an incorrect PIN is entered on three successive attempts.

IV.6 Forgotten PIN

If the Cardholder forgets his PIN, he can request a new PIN to be sent to his home address by mail or to the address he provides via PC Banking or via the call centre.

IV.7. Restriction of card functionalities

For reasons of security the Bank may, in certain countries, establish restrictions relating to the terms of use of the card. This may mean that, in these countries, cardholders will not be able to withdraw cash or make payments with their 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. To this end, the customer can contact a branch of the Bank, customer service or visit the Bank's website: www.bnpparibasfortis.be

IV.8. Management of your card, through the channels made available by the bank.

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

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

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

IV.8.2. Modify the spending limit of the card

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

IV.9 Third-party payment applications

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

Specific transaction limits may apply. The 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 Cardholder and the editor of the relevant payment application. The 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 card or of any risk of unauthorized use of the card or of the PIN Code, fully apply to the Cardholder in the context of using a third-party payment application. In this context, the word "card" used in these Terms and Conditions includes any device containing the third-party payment application, including as the case may be the 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 card is sent to the Cardholder, or to the company within the context of what is known as a company card, 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 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 9 days of receipt of this statement; the Account Holder shall ensure that there are sufficient funds on the Card Account to settle the amount concerned.

If the Account Holder has concluded an Optiline contract or other form of revolving credit with the Bank, the sum automatically debited from the account each month is that specified in that contract. The Account Holder may repay an additional amount by credit transfer at any time.

The Cardholder and Account Holder (or Joint Account Holders) are

jointly, severally and indivisibly liable for payment of all amounts due as a result of use of the card and pursuant to these Terms and Conditions.

VI. MONTHLY SPENDING LIMIT AND MAXIMUM LIMITS

VI.1. Monthly spending limit

With the agreement of the Cardholder, the Bank will set monthly spending limits for the Card Account and each card linked to that account. In the case of cards issued to natural persons, the limit is agreed by the Bank with the legal entity responsible for communicating this limit to the Cardholder. The Cardholder shall not, under any circumstances, exceed the limit set. If two or more cards are linked to the same Card Account, the expenditure for both cards is included on the same monthly statement of expenditure. Payments and cash withdrawals made using the 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 Card Account and Card concerned. No further online transactions will be authorised by the Bank once the monthly spending limit for the Card has been reached. No further online transactions for any of the cards linked to the 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 card

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

Cash withdrawals from cash dispensers and at bank branches and foreign exchange offices using a MasterCard card are limited to EUR 1,000 for each period of seven consecutive days.

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 620 per transaction and a maximum of EUR 620 over a four-day period and no more than eight withdrawals. 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 Cardholder or Account Holder shall be informed of any change in a notice enclosed with an account statement.

VI.3. Determination of the monthly spending limit

The Cardholder may ask for a monthly spending limit that corresponds to his own specific requirements, subject to the terms and conditions of this article.

The minimum limit permitted is EUR 600, except for Visa Gold and MasterCard Gold cards for which it is EUR 5,000.

The Bank reserves the right to refuse any application for an increase in the limit without being required to divulge the grounds for its decision.

VII OBLIGATIONS AND LIABILITY OF THE CARDHOLDER

VII.1. Basic obligations

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

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

VII.2. Incidents to be notified to CARD STOP

The Cardholder shall notify CARD STOP of the loss, theft or any risk of improper use of the card as soon as he becomes aware of it.

The Cardholder must take every precaution to ensure he is aware of any such incident without delay.

CARD STOP can be contacted 24 hours a day and 7 days a week on 070 344 344 (EUR 0.30 per minute)

CARD STOP shall immediately give the Cardholder a reference number enabling proof of notification. 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 WORLDLINE SA/NV

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

If the user of the payment service is not a consumer, the Cardholder or Account Holder 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 Card Company statement and of any error or irregularity ascertained with regard to management of their card.

The Cardholder or Account Holder 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:

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 card

VII.4.1. Up until the time of notification

The Cardholder shall be liable for the consequence of the loss or theft of the card up to a ceiling of EUR 50 until the notification referred to in Article VII.2 is issued; this limit shall not apply in the event of gross negligence or fraud on the Cardholder's part.

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

1) the loss, theft or misappropriation of a card or signature procedures could not be detected by the 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 Cardholder is no longer liable for the consequences of the loss or theft of the card, unless the Bank can prove that he has acted fraudulently.

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

The Cardholder cannot be held liable if the card has been fraudulently used without being presented physically or without electronic identification of the 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 Cardholder using the card for remote transactions without electronic identification of the card.

When paying for a remote transaction with a retailer over the Internet, the 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 Cardholder:

- failed to notify Card Stop of the loss, theft or any risk of improper use of the card as soon as he was aware of it;
- failed to check the status of the account on which the card transactions are registered and the entries on the account, and consequently does not identify and notify the Bank of improper use of the card in due time;
- has not taken the precautionary measures recommended in Article VII.6;
- did not report the loss or theft of the 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. Failure to take precautionary measures in respect of the PIN

Within the limits described above, the Cardholder shall be deemed guilty of gross negligence if he has:

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

There is no gross negligence on the part of the Cardholder if the PIN is obtained by extortion, either with actual violence against the Cardholder, his property or one of his relatives or with the threat of violence against the Cardholder, his property or one of his relatives.

VII.4.4.3. Insufficient precautions in respect of the card

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

The Cardholder is not liable for the consequences of the theft of the Card if violence is used against his person, property or family to obtain the PIN or if there is a threat of immediate violence to his person, property or family.

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

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

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

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

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

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

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

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

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

However, the Cardholder 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 Cardholder could reasonably expect, given his past expenditure pattern, the terms and conditions of this contract and the circumstances relevant to this matter.

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 Cardholder; the Bank does not intervene in disputes in this regard between the Cardholder and a Retailer.

VII.6. Precautionary measures

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

VII.6.1. Precautionary measures with regard to the card

Sign all new cards immediately upon receipt.

Keep your card on you or put it in a safe place. At your workplace, never leave your card unattended unless it is in a locked drawer or cabinet. An increasing number of card thefts are happening in workplaces.

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

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

When travelling, the 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 card immediately if it is withheld by an ATM for no valid reason.

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

VII.6.2. Precautionary measures in respect of the PIN .

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

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

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

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

If the Cardholder changes the PIN, he must avoid using a code that is too obvious, such as part of his telephone number, his date of birth or the date of birth of one of his relatives, or his postal code.

VIII. OBLIGATIONS AND LIABILITY OF THE CARDHOLDER

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

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

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

VIII.3. The Bank will change the spending limit referred to in Article VI.1 at the request of the Cardholder, subject to compliance with the provisions of Article VI.3. The 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 Cardholder in the event of the following: the loss or theft of the card or PIN, or in the event of transactions undertaken without the 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 Cardholders may produce.

Some terminals provide a voucher containing the reference and the amount of the transaction, at the express request of the Cardholder or automatically. This voucher is provided without prejudice to the provisions of the first paragraph of this Article.

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

- any failure to execute, or incorrect execution of, transactions carried out with the card, using devices; terminals or equipment approved by the Bank, irrespective of whether or not they are under its control;
- transactions carried out without the 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 card.

The risks entailed in sending a card or any means of using that card to the 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 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 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 Cardholder to the position he was in before the forged card was used;
- amounts payable to offset any other financial loss or charges, including costs incurred by the Cardholder in establishing the amount of compensation due.

VIII.5.3. Throughout the contractual term, the 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 card is used by the Cardholder. This contract is concluded for an indefinite term.

The 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 user of payment services is not a consumer, the bank may at any time terminate the agreement by sending a registered letter, while respecting the notice period of one month.

However, when this contract is accompanied by a credit facility subject to the law on consumer credit, the Bank will respect, for termination of this card contract, the notice period indicated in this credit facility contract.

Costs which are periodically levied in connection with this agreement are only due proportionally by holders until the end of the agreement.

If the costs were paid beforehand, they will be refunded proportionally from the month following the end date.

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

If the Cardholder uses the 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 card.

If this product was acquired remotely, the 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 Cardholder who does not exercise this right of withdrawal is then permanently bound to the provisions of the agreement. Use of the Card within the 14-day period mentioned above is

considered as consent given by the 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. 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 card;
- the issue of a new 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;
- changes to the monthly spending limit for the card.

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 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 Cardholder at all the Bank's branches.

XI. COMPLAINTS AND RECOURSE

Customers wishing to obtain information on their relationship with the Bank are asked to contact their branch or call +32 2 261 11 11.

They may send a complaint to the Bank via their local branch, via Phone banking or by using the form made available via PC banking which can also be found on the Bank's website.

If the customer does not agree with the solution put forward by the Bank, they may contact the Bank's complaints management department by writing to :

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

Email: gestiondesplaintes@bnpparibasfortis.com
or using the online form available at

www.bnpparibasfortis.be > Suggestions, complaints > online complaint form

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:
rue Belliard/Belliardstraat 15-17 box 8
B-1040 Brussels

Fax: +32 2 545 77 79
ombudsman@ombudsfm.be

or using the online form available at
www.ombudsfm.be > 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 Cardholder or Account Holder 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 Cardholder or Account Holder 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 Cardholder or Account Holder that he has a period of time, amounting to at least two months, in which to terminate the contract, without penalty, and that if he does not terminate the contract within that period, he shall be deemed to have agreed to the amended Terms and Conditions.