

GENERAL TERMS AND CONDITIONS OF THE BUSINESS PREPAID CARD *(effective from 01/10/2016)*

I. GENERAL TERMS AND CONDITIONS

The services associated with the Business Prepaid Card are subject to the General Terms and Conditions of BNP Paribas Fortis SA/NV (hereinafter "the Bank").

Pursuant to the first paragraph of the Bank's General Terms and Conditions, the purpose of these General Terms and Conditions is to clarify the specific services associated with the Business Prepaid Card.

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

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

II. DEFINITIONS

In these General Terms and Conditions, the following definitions apply:

- Card: prepaid reloadable payment card that can be used to make payments to merchants (POS) in Belgium or abroad, cash withdrawals from ATMs and online payments. The card has an EMV-compliant chip.
- Customer: the natural or legal person to whom the Bank has issued the Card.
- Card Manager: the natural person authorised by the Customer to manage the Card.
- Cardholder: the natural person to whom the Customer assigns a Card.
- Card issuer: BUY WAY Personal Finance SA/NV, to which the Bank has entrusted the issue and management of the Card as well as transactions carried out with the card. BUY WAY Personal Finance's registered office is at Boulevard Anspach/Anspachlaan 1, 1000 Brussels, company number BE 0400.282.277, Brussels Register of Companies, FSMA accreditation number 019542A.
- Bank: BNP Paribas Fortis SA/NV, with registered office at Montagne du Parc/Warandeborg 3, 1000 Brussels, company number BE 0403.199.702, Brussels Register of Companies, FSMA accreditation number 25.879A. E-mail: info@bnpparibasfortis.com
- Merchant: merchant belonging to the MasterCard network.
- Limit: the Card spending limit.
- PIN Code: the personal and confidential number, for identification purposes, associated with the Card.
- Website: www.bnpparibasfortis.be.
- Customer Area (User Account): the secure customer area of the website.
- CVC code: a three-digit code (Card Verification Code) printed on the back of the card, on the signature strip after the last four digits of the card number.

III. DELIVERY OF THE CARD AND THE PIN CODE

III.1. Card types

The Business Prepaid Card is available for all professional customers of the Bank.

III.2. Creation of Customer Area (User Account)

The Card Manager and Cardholder will be asked to create a Customer Area (User Account) on the website, following the instructions sent to them.

III.3 Delivery and signing of the Card

Unless otherwise expressly requested by the Customer, the Card will be sent to the correspondence address provided when ordering the Card.

On receipt, the Cardholder must sign the signature strip on the back of the card with indelible ink. The Card is for the Cardholder's personal use.

III.4. Delivery of the PIN Code

The PIN Code consists of four digits.

The PIN Code will be sent by post to the correspondence address provided when ordering the Card.

The Card Issuer shall take appropriate measures to ensure the secrecy of the PIN Code.

III.5. Card activation

The Card is activated when the Card Manager loads the card for the first time.

On renewal or replacement of the Card, the Cardholder will receive an activation code. They must activate the Card in the Customer Area (User Account) with the code following the instructions sent to them.

III.6. Assignment of the Card

The Card is issued in the name of the Customer and the Cardholder's name is not indicated on the Card.

The Customer is responsible for assigning the Card to the Cardholder. The Card Manager must enter the Cardholder's details in the Customer Area (User Account).

The Customer agrees to communicate the General Terms and Conditions of the Business Prepaid Card and any amendments thereto to the Card Manager and the Cardholder(s).

The Customer is solely responsible for compliance by the Card Manager and the Cardholder(s) with the terms and conditions of the agreement and of the General Terms and Conditions of the Cards, and for the administration and supervision of the Card Manager's rights and the Cardholder(s)' rights to access and use the service.

IV. LOADING THE CARD

The Cardholder loads the Card by transferring an amount in accordance with the instructions issued to the Cardholder by the Bank.

The Card must be loaded from a Belgian current account. The first time the Card is loaded, an amount of at least EUR 1.00 must be transferred. The card limit is EUR 5,000.

V. USE OF THE CARD AND PIN CODE

The Card can be used:

- to make payments at any establishment displaying the MasterCard logo;
- to withdraw cash from all ATMs that accept MasterCard;
- to withdraw cash from all bank and foreign currency exchange offices in Belgium and abroad;
- to make online payments.

Offline transactions, i.e. without verification of the available balance on the Card when it is used, are not permitted (certain toll roads, car parks, vending machines, etc.).

Payment for purchases of goods and services at all establishments displaying the MasterCard logo takes place:

- after the Cardholder confirms the transaction (by entering the PIN Code or placing a signature);
- or, where applicable, by tapping the Card against a payment terminal (contactless payment without a PIN Code). In that case, tapping the card against the terminal is considered confirmation of the transaction. For security reasons, the Cardholder may at any time be required to enter the PIN Code, even in case of contactless transactions;
- or, in case of online transactions, by entering the name of the Cardholder, the number, the expiry date or the CVC code of the Card.

V.3. Changing the PIN Code

Neither the Card Manager nor the Cardholder may change the PIN Code.

V.4. Forgotten PIN Code

If the Cardholder has forgotten the PIN Code, they can ask to have the new PIN Code sent to the Customer by post. If the Cardholder has entered three incorrect PIN Codes they can ask the Card Manager to reset the PIN Code.

V.5. Transactions statement

The Cardholder and the Card Manager can obtain a detailed statement of transactions in the last six months as well as consult the available balance on the Card(s) in the Customer Area (User Account).

VI. SPENDING LIMIT AND UPPER LIMITS

VI.1. Spending limit

The Card limit is EUR 5,000. When using the Card for a transaction that generates costs, the balance on the Card must be sufficient to cover the full amount of the transaction in order for it to be accepted. The Cardholder agrees to strictly comply with the Card limit.

VI.2. Upper limits for transactions

Subject to the available balance on the Card, the following limits apply:

cash withdrawal: EUR 625 per day.

Contactless transactions without a PIN Code: the first transaction carried out by the Cardholder must be confirmed by entering the PIN Code. Subsequent contactless payments may be made up to a maximum of EUR 25 per transaction and EUR 50 for consecutive contactless payments. Once this limit is reached, the Cardholder must confirm the next transaction by entering the PIN Code (after inserting the card in the terminal) so that they can again make contactless payments up to the aforementioned limits.

These limits are based on the MasterCard rules and may be subject to change. In that case, the Bank shall notify the Cardholder as set out in Article XII below with regard to amendments to these General Terms and Conditions.

VII. OBLIGATIONS AND LIABILITY OF THE CARDHOLDER

VII.1. Basic obligations

The Customer, the Card Manager and the Cardholder are obliged to use the Card and the services in accordance with the terms and conditions governing the issue and use thereof. The Card and the PIN Code are for the Cardholder's personal use. The Cardholder shall take all necessary measures to ensure the security of the Card and the PIN Code. The Cardholder undertakes to memorise the PIN Code, not to write or record it on any document, object or medium whatsoever, not to disclose it or otherwise reveal it, and not to leave the Card or PIN Code within the reach, or at the disposal, of a third party.

VII.2. Loss or theft of the card

The Cardholder shall immediately notify the Bank by phone (+32 2 250 16 01) of the loss, theft or any risk of fraudulent use of the Card.

The Cardholder shall take the necessary measures to ensure that such incidents are reported without delay.

The incidents notified in this manner must be reported within 24 hours to the police authorities of the place where the loss or theft occurred.

VII.3. Incidents that must be reported to the Bank

The Customer and the Cardholder shall immediately notify the Bank by phone (+32 2 250 16 01) and also in writing, within 13 months at the latest of the value date of the debit or credit, of any unlawful transaction (unauthorised transaction, or error or irregularity ascertained in the management of the Card).

VII.4. Liability for fraudulent use of the Card

VII.4.1. Before notification

Until the time of notification referred to in Article VII.2, the Cardholder is liable for the consequences of the loss or theft of the Card up to an amount of EUR 150; this limit does not apply in the event of gross negligence or fraud on the part of the Customer and/or the Cardholder.

VII.4.2. After notification

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

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

The Customer cannot be held liable if the Card was fraudulently used without being presented physically or without electronic identification of the Card itself, unless the Issuer can prove that the Customer and/or Cardholder acted fraudulently.

The Card Issuer and the Bank may take any and all measures to prevent the Cardholder using the Card for payment as part of a remote agreement without electronic identification of the Card.

VII.4.4. Gross negligence

VII.4.4.1. General provisions

Depending on the actual circumstances and without prejudice to the discretionary power of the court, the following is understood to constitute gross negligence on the part of the Customer, Card Manager and Cardholder:

- failing to give notification of the loss, theft or any risk of fraudulent use of the Card as soon as they became aware of it;
- failing to check, as frequently as possible, the status of the Card in the Customer Area (User Account) or of the balance and transactions on the current account to which the Card transactions are booked, as a result of which the Customer, the Card Manager and/or the Cardholder do not ascertain and notify the Bank of fraudulent use of the Card in due time;
- failing to take the precautionary measures set out in Article VI.6.;
- failing to report the loss, theft or risk of fraudulent use of the Card to the police authorities in the place where the loss or theft occurred within 24 hours of becoming aware of such incident.

VII.4.4.2. Failure to take precautionary measures with regard to the PIN Code

Within the above restrictions, the following is understood to constitute gross negligence on the part of the Customer, Card Manager and/or Cardholder:

- writing down the PIN Code in a readable form on the Card or an object or document the Cardholder keeps or carries with the Card;
- disclosing the PIN Code to a third party.

The Card Manager and/or Cardholder will not be liable for gross negligence if the PIN Code was obtained by means of extortion using violence or the threat of violence against the Card Manager and/or Cardholder, their property or their relatives.

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

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

The Customer will not be liable for the consequences of theft of the Card if the theft involved violence or the threat of violence against the Cardholder, their property or their relatives.

The Customer will not be liable for the consequences of theft of the Card if it was stolen from the home in the following circumstances. "Home" is defined as the principal residence, any second home or any holiday home owned by the Cardholder, and any student lodgings.

Only theft involving burglary, climbing into the residence, violence, threats and using master keys or lost or stolen keys will be considered theft from the home.

Depending on the actual circumstances and without prejudice to the discretionary power of the court, the following is understood to be gross negligence on the part of the Cardholder: leaving the card anywhere other than the place of residence where the Cardholder stays occasionally or temporarily (e.g. a hotel room, clinic or hospital room, tent, camper, caravan, motor home, mobile home or boat), unless the Card has been deposited in a safe provided for customers by the owner or the manager of the establishment.

Within the above restrictions, leaving the Card unattended in the following places may be considered gross negligence:

- at work, unless the Card is kept in a locked drawer or cabinet;
- in a vehicle, even if parked in a private driveway, whether or not the 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 several people besides the Cardholder have access, such as receptions, parties (including family parties), conferences, screenings, exhibitions, sports activities or competitions, unless the Card is kept in a locked drawer or cabinet;
- in courtyards, entrances or gardens that are private property;
- in the communal areas of a building subject to co-ownership agreements.

Within the above restrictions, it may be considered gross negligence on the part of the Cardholder if the Cardholder allows the persons mentioned below to use the Card due to the lack of precautionary measures or vigilance with respect to the Card and the PIN Code:

- the spouse, partner, cohabitants, guests or visitors (for private or professional reasons) of the Cardholder;
- persons, salaried or not and irrespective of their status, who work for or are employees of the Cardholder;
- the Cardholder's blood relatives and relatives in the second degree.

VII.5. Irrevocability of electronic payment orders

The Cardholder cannot revoke an order made using the Card if the order has already been executed.

The Customer and/or Cardholder are, however, entitled to request a refund if:

- the exact transaction amount was not specified when placing the order;
- the amount of the transaction is higher than the amount the Cardholder could reasonably have expected based on their previous spending pattern, the conditions of this agreement and the relevant aspects of the case.

The Cardholder may exercise this right as set out in Article VII.3 of these General Terms and Conditions.

The Customer and/or Cardholder are obliged to take every precaution to prevent any undue payments, as the Bank/the Card Issuer does not intervene in disputes arising in this respect between the Cardholder and the merchant.

VII.6. Precautionary measures

The Bank advises the Cardholder to take the precautionary measures against the use of the Card and PIN Code as set out in this article.

VII.6.1. Precautionary measures regarding the Card

Never leave your Card unattended, or keep it in a safe place. Never leave the Card unattended at work, unless the Card is kept in a locked drawer or cabinet. Theft of cards at work is becoming increasingly commonplace.

Never leave the Card unattended in a public place or a place accessible to the public, or on private premises to which several people besides the Cardholder have access, unless the Card is kept in a locked drawer or cabinet.

Never leave the Card in a vehicle, even if parked in a private driveway.

Never leave the Card unattended while travelling, or keep it in a safe place.

Keep all proofs of payments and cash withdrawals.

Immediately block the Card if it is withheld by a cash dispenser for no valid reason.

Immediately notify the Bank of any error or irregularity.

VII.6.2. Precautionary measures regarding the PIN Code

Make it a priority to memorise the PIN Code immediately on receipt and destroy the document with the PIN Code sent by the Bank.

Never write down or record the PIN Code on any document, object or medium whatsoever, and do not divulge or reveal the PIN Code to others. A Bank employee, police officer or merchant will never ask for your PIN Code; the Cardholder is the only person who may know the PIN Code.

Always enter the PIN Code discreetly at an ATM.

VIII. OBLIGATIONS AND LIABILITY OF THE BANK

VIII.1. Before the card expiry date, the Card Manager will be asked whether the Card should be renewed. The Card Manager can indicate their choice through the Customer Area (User Account). The Card will automatically be renewed on the expiry date if no choice is indicated one month before the expiry date.

On renewal of the Card, the old Card balance is automatically transferred to the new Card as soon as it is activated.

VIII.2. The Bank keeps an internal log of transactions carried out with the Card for a period of ten years as from the date on which the transactions were carried out.

VIII.3. Key data for every transaction at an ATM or payment terminal (where possible: name and location of the machine, date, time, amount in euros or in foreign currencies, any incidents and the nature of such incidents) is recorded at the time of the transaction and kept by the Bank so that this data can be reproduced in readable form on any medium. In the event of a dispute with the Customer and/or Cardholder regarding one of these transactions and without prejudice to any evidence to the contrary provided by the Customer

and/or Cardholder, the Bank shall refer to this data to demonstrate that the transaction was duly recorded and entered and that there was no technical incident or other type of malfunction.

Some machines issue an advice slip showing the transaction reference and amount, either at the express request of the Cardholder or automatically. This advice slip is issued without prejudice to the provisions of the first paragraph of this article.

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

- failure to execute or erroneous execution of transactions carried out with the Card on systems, terminals or equipment approved by the Bank, regardless of whether or not these are controlled by the Bank;
- transactions carried out without the Cardholder's authorisation and any errors or irregularities in management of the services that are attributable to the Bank;
- the use of a counterfeit card in the event of third parties forging the Card;

The Bank bears the risk for each dispatch to the Customer of a Card or any means which allows its use.

VIII.4.2. In all cases where the Bank is liable under Article VIII.4.1, it shall reimburse the Customer, through payment onto the Customer's account, within the shortest possible time for:

- the amount of the transaction that was not carried out or not carried out correctly, plus any interest on that amount;
- the sum that may be required to restore the Customer's situation to how it was before the unauthorised transaction, plus any interest on that amount;
- the sum that may be required to restore the Customer's situation to what it was before the use of the counterfeit card;
- any other financial consequences, particularly any costs incurred by the Customer to determine the amount for which compensation is payable;

IX. DURATION OF THE AGREEMENT AND TERMINATION OF THE SERVICE

This agreement is concluded for an indefinite period.

The Customer may cancel the agreement at any time at no cost, subject to one month's notice.

In this context, non-renewal of the Card will be considered to be exercising the right of cancellation.

The Bank may cancel the agreement at any time, subject to two month's notice.

If the Customer, Card Manager and/or Cardholder fail to comply with any of their obligations to the Bank or if the Bank is aware of any facts which may damage its relation of trust with the above parties, the Bank may terminate the service with immediate effect.

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

The Customer may at any time request to be paid the remaining balance on the Card. Repayment can only be made by transfer to an account held with the Bank.

On termination of the agreement, the balance on the Card will be automatically transferred to the Customer's bank account within one month.

The Card is and remains the property of the Card Issuer. On the expiry date, the Customer shall return the Card to the Card Issuer.

The Bank and the Card Issuer reserve the right to block the use of the Card for objective reasons relating to the security of the Card, the assumption of unauthorised or fraudulent use of the Card, a request by a judicial or administrative authority, safeguarding of the interests of the Customer, the Bank or the Card Issuer, or on account of any other non-compliance with the agreement or with the law by the Customer, the Card Manager and/or the Cardholder. If the Card is blocked, the Bank and the Card Issuer shall notify the Customer of this in writing as soon as possible, stating the reasons, unless the provision of such information is not appropriate for objective security reasons or is prohibited under applicable law. The Card Issuer shall replace the blocked Card with a new Card as soon as the reasons for blocking no longer exist.

X. CHARGES AND EXCHANGE RATES

X.1. The Card is provided subject to payment of a fee as set out in the list of charges which the Cardholder can consult in any of the Bank's branches and on the Bank's website, www.bnpparibasfortis.be.

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

Cash withdrawals and payments in a non-Eurozone currency will 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 amounts of the fee, charges and commissions for electronic payments made with the Card, the exchange rate, the exchange margin and the charges referred to in Article X.2., first paragraph, are included in the list of charges which the Cardholder can consult on www.bnpparibasfortis.be.

XI. COMPLAINTS AND REDRESS

Complaints can be submitted to the Bank through the Customer's branch, with Phone banking or using a form available through the applicable Easy banking services or on the Bank's website, www.bnpparibasfortis.be.

If the Customer is not satisfied with the solution proposed by the Bank, they may submit their complaint to the Bank's Complaints Management Department, at the following address:

BNP Paribas Fortis SA/NV
Complaints Management (1QA8D)
Montagne du Parc/Warandeberg 3
1000 Brussels
Tel. +32 2 762 60 00

Fax +32 2 228 72 00

klachtenmanagement@bnpparibasfortis.com

or by using the online form available at

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

If the Cardholder is not satisfied with the solution proposed by the Complaints Management department, the Cardholder may request the following recognised body for an alternative dispute resolution:

OMBUDSFIN – The ombudsman for financial disputes
by standard letter to the following address:
North Gate II
Boulevard du Roi Albert II/Koning Albert II-laan 8, box 2
1000 Brussels
Fax +32 2 545 77 79
E-mail: ombudsman@ombudsfjin.be
www.ombudsfjin.be

This website details the characteristics and conditions for applying the alternative dispute resolution procedure operated by the Bank as a member of Febelfin. In addition, the Customer can submit complaints about a payment service by standard letter to:

Federale Overheidsdienst Economie, KMO, Middenstand en Energie
Algemene Directie Economische Inspectie
Centrale Diensten – Front Office

North Gate III, 3rd floor
Boulevard du Roi Albert II/Koning Albert II-laan 16
1000 Brussels

or by using the online form available at

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

XII. AMENDMENT OF THESE GENERAL TERMS AND CONDITIONS

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

As well as providing the information specified in the first paragraph, the Bank shall also advise the Cardholder that they have at least two months in which to cancel the agreement, at no cost, and that if they do not cancel the agreement within that period the Customer will be deemed to have agreed to the amended Terms and Conditions.

XIII. PROTECTION OF PERSONAL PRIVACY – PERSONAL DATA

The Cardholder's personal data are gathered and processed on activation and use of the Card; this is done by the Issuer, in its capacity as subcontractor for the Bank, which is responsible for the processing within the meaning of the Data Protection Act of 8 December 1992. BUY WAY shall only process this data for the aforementioned purposes, including the arrangement and management of the services associated with the Card and its use. The Bank shall process this data

for the aforementioned purposes, and for the purposes mentioned in the Bank's General Terms and Conditions.

The Cardholder is entitled to:

- access the personal data processed by the Bank (including via the Card Issuer) with respect to the Cardholder and to have inaccurate personal data rectified;
- request that personal data be erased in accordance with the provisions of the law;
- prohibit the use of personal data which, taking into account the purposes for which they are processed, are considered incomplete or irrelevant and to object to their personal data being used for the purposes of direct marketing.

If the Cardholder wishes to exercise these rights they should send a letter, along with a photocopy of both sides of their identity card, to BUY WAY Personal Finance, Boulevard Anspach/Anspachlaan 1, 1000 Brussels, which will assist the Cardholder on behalf of the Bank.

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