

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE MASTERCARD OR VISA CREDIT CARD

DEFINITIONS

In these General Terms and Conditions for the use of the Mastercard or VISA credit card (hereinafter "**GTC**"), the terms listed below shall have the following meanings:

- "**Account Holder**": The natural or legal person in whose name the Bank has opened the Bank Account and who takes financial responsibility for use of the Card.
- "**Bank**": The Bank or financial institution at whose request the Card Issuer has issued Cards to the Cardholder.
- "**Bank Account**": The bank account opened with the Bank to which the Card Account is linked.
- "**Business Day**": A day on which a Bank is open for business in Luxembourg.
- "**Card**": The Mastercard or VISA credit card issued to the Cardholder by the Card Issuer at the request of the Bank.
- "**Card Account**": The account opened in the Cardholder's name that provides information on the amounts owed as a result of transactions made with the Card.
- "**Cardholder**": The natural person in whose name the Card is issued.
- "**Card Issuer**": Advanzia Bank S.A., the Card Issuing partner, with its registered office at 9, rue Gabriel Lippmann, L-5365 Munsbach.
- "**Credit Card Agreement**": The agreement concluded between the Bank, the Card Issuer and the Client concerning the issuance of the Card by the Card Issuer and its use, incorporating these GTC.
- "**Credit Limit**": The maximum debit balance of the Card Account granted by the Bank and the Card Issuer for a specific period of time.
- "**Due Date**": The date on which payment of the Settlement Amount for a specified period in respect of a Card becomes due and payable to the Card Issuer.
- "**Monthly Settlement Amount**": The total amount due in respect of the card for a billing period.
- "**PIN**": The personal identification number provided by the Card Issuer to be used as the Cardholder's electronic signature at points of sale and ATM.

1. ISSUE OF THE CARD AND CONCLUSION OF THE CONTRACT

Subject to the consent of the Card Issuer, the Card shall be issued by the Card Issuer at the request of the Bank.

Immediately after receiving the Card, the Cardholder signs the Card in the space provided for this purpose on the back of the Card. The Cardholder is responsible for the safekeeping of the Card and may use it in accordance with this Credit Card Agreement.

The Card remains the property of the Card Issuer. The Card is issued to the Cardholder personally and is not transferable. The Cardholder confirms they are acting in their own name and for their own behalf.

Upon conclusion of the Credit Card Agreement, the Card Issuer shall open a Card Account in the name of the Cardholder. The Card Account shall be debited with the Card transactions made by the Cardholder with the Card as well as with the associated fees and commissions.

The validity of the Card is limited to the last day of the month and year indicated on it, unless otherwise agreed or it is withdrawn beforehand in accordance with Article 7 of these GTC. Before the expiry of the validity period, a new Card will be sent to the Cardholder, unless the Cardholder has terminated the Credit Card Agreement in accordance with Article 9 of these GTC.

2. USE OF THE CARD / EXECUTION OF PAYMENT INSTRUCTIONS

Payment instructions to the Card Issuer are made on the basis of the information transmitted electronically to the Card Issuer when the Card is used.

By presenting the Card to a merchant for payment or as a guarantee and entering the PIN or signing a receipt (except in case of low value contactless payments) or, in the case of online Card transactions (i.e. distance Card transactions), entering the credit card number, related card information and verification number/security code or secure procedure identification number or other security details the Card Issuer may agree from time to time and entering the PIN at an ATM, the Cardholder acknowledges a debt to the merchant or financial institution that advanced the amount. The debt is assumed by the Card Issuer and the Cardholder authorises the Card Issuer to debit his/her Card Account with the corresponding debt amount (the "Authorisation").

In the case of online Card transactions, the Bank and Card Issuer are entitled to request the provision of additional authentication features to verify the identity of the Cardholder ("Authentication"). Authentication is carried out by the Cardholder using the agreed authentication elements upon request. The use of the mobile device for Authentication requires that the Cardholder has previously registered the associated mobile phone number with the Bank and Card Issuer. Once the authorisation has been made, revocation is excluded. The Cardholder cannot prevent the payment of debit vouchers bearing the Cardholder's signature or confirmed by means of the PIN. Even if the Cardholder has not duly signed the receipt, the Cardholder is nevertheless liable for the payment of the amounts debited from the Card Account. The receipts sent by the merchant or the financial institution operating an ATM are considered Card transaction receipts. The Card transaction receipt for the Cardholder is intended solely for the Cardholder's personal information. If an automated payment system is used in conjunction with the PIN, the data recorded in this way shall serve

as evidence of the Card transaction. The receipt generated via the automated system is intended solely for the Cardholder's information.

Neither the Card Issuer nor the Bank shall be liable for any disputes between the Cardholder and the merchant or company concerned. Such disputes shall not relieve the Cardholder or the Account Holder (if the Account Holder is not also the Cardholder) of their obligation to repay any amounts owed by the Cardholder to the Card Issuer as a result of the use of the Card. In particular, no liability is accepted if a merchant, business or ATM refuses the Card.

However, the Card Issuer has the right to refuse payment instructions if the Credit Limit is not complied with, the authentication elements required as part of the authorisation have not been entered correctly, the Card has been blocked, cancelled, or has expired (in accordance with the provisions of these GTC). The Card Issuer may also restrict the use of the card for the purpose of fraud prevention. The Cardholder can contact the Bank or the Card Issuer to find out why a Card transaction has been refused.

Upon receipt of a payment order, the Card Issuer shall ensure that the payment amount is received by the payee's payment service provider within one (1) Business Day, provided that the payment order is denominated in euro and the payee's bank has its place of business in a country of the European Economic Area. In the case of payments in the currency of a country of the European Economic Area other than the euro, the time limit shall be four (4) Business Days. In the case of payment transactions outside the European Economic Area, the Card Issuer shall make the payment as soon as possible.

In the event of non-execution or incorrect execution of an authorised Card transaction, the Cardholder may request the Bank to refund the amount in question, including any fees and commissions, immediately and in full. If the Card Account has been debited with the transaction amount, the Card Issuer shall restore the Card Account to the status it would have been in had the erroneous Card transaction not been made.

If the Cardholder (i) has authorised a Card transaction without specifying the exact amount and (ii) the payment amount exceeds the amount the Cardholder could reasonably have expected at the time of the purchase, the Cardholder may request a refund of the amount charged to the Card Account ("Disputed Amount"). If the Cardholder has already paid the Disputed Amount to the Card Issuer, the Card Issuer shall refund this amount to the Cardholder. The Cardholder may not claim a refund if the disputed amount results causally from a foreign currency conversion, provided that the applicable exchange rate was applied. All claims for Disputed Amounts under this paragraph should be made in writing and submitted to the Card Issuer. The Cardholder is obliged to explain the facts and circumstances giving rise to the claim for reimbursement.

The Card Issuer is also entitled to communicate other matters relevant to the Credit Card Agreement - in particular in connection with the security of the Card - by text notification or push notification (e.g., card blocking). The Card Issuer must be notified immediately of any changes to the mobile telephone number.

3. ACCOUNT STATEMENT AND PAYMENT

3.1 Account statement

At the end of each monthly billing period, the Cardholder will receive from the Card Issuer (or, if agreed, from the Bank) the corresponding Card Account statement showing the Monthly Settlement Amount, payable no later than the Due Date indicated therein.

Insofar as the Cardholder has provided the Card Issuer with an email address, the Card Account statement will be sent to the Cardholder exclusively by email. In this case, the Cardholder will not receive a statement in paper form and agrees to this procedure. The Cardholder may request that a Card Account Statement be sent to him/her in paper form. If statements are not received by the Cardholder, the Cardholder must notify the Card Issuer or the Bank immediately.

A dispute of an unauthorised Card transaction with which the Card Account has been debited, including Disputed Amounts, must be made in writing, and submitted to the Card Issuer within six (6) weeks after receipt of the monthly account statement by the Cardholder. If such notification is not made within the aforementioned period, the Card transactions shown on the Card Account statement shall be deemed approved and accepted by the Cardholder. The Cardholder may, however, request the correction of an incorrectly executed Card transaction within a period of thirteen (13) months from the date of debit.

In the event of claims relating to unauthorised Card transactions, the Card Issuer shall investigate the matter, as appropriate, and temporarily credit the Card Account with the amount of the disputed Card transaction. If the investigation reveals that the Cardholder's claim is unfounded, the Card Issuer reserves the right to demand payment and debit the Card Account accordingly.

3.2 Payment

Payment of the Monthly Settlement Amount to the Cardholder's Card Account shall be made by the Account Holder no later than the Due Date.

The Account Holder irrevocably instructs and authorises the Bank to debit the Bank Account held with the Bank for all amounts due in due course as a result of the use of the Card in accordance with the Credit Card Agreement.

Unpaid amounts owed to the Card Issuer under the Credit Card Agreement in respect of previous settlement dates will be added to the amount currently owed by the Cardholder concerned. Without prejudice to any other remedies, in the event of late payment, the Card Issuer may charge interest on the amount owed by the Cardholder at the statutory interest rate for consumers set out in the Grand-Ducal Regulations.

The Cardholder has no legal recourse against the Card Issuer in the event of the charging of default interest or other measures taken by the Card Issuer (i.e., termination, blocking) if, by the Due Date, the non-payment or late payment results from the Bank's non-payment or late payment.

4. FOREIGN CURRENCY TRANSLATION

For Card transactions not denominated in the currency of the Card Account, conversion shall be based on the exchange rates determined daily by Mastercard International or VISA, as the case may be, which are the reference exchange rates at which currency conversions are made on the day on which the debit advice is transmitted to Mastercard or VISA, as the case may be, by the merchant where the Card transactions was made ("conversion reference day"). Changes in the exchange rates determined by Mastercard or VISA shall take effect immediately and without prior notice.

The payment amount resulting from the foreign currency conversion is hereinafter referred to as the "currency conversion amount".

The fees and commissions relating to the conversion of foreign currencies shall be charged to the Cardholder in accordance with Article 5 of these GTC.

5. FEES AND COMMISSIONS

All fees and commissions payable by the Cardholder to the Card Issuer in association with the Card and its usage are displayed on the card price index available at the Bank.

For Card transactions in the currency of a country of the European Economic Area other than the currency of the Card Account, the total currency conversion fees are additionally disclosed by the Card Issuer as a percentage mark-up on the latest available euro reference exchange rates of the European Central Bank and can be accessed and precisely determined by the Customer at any time by means of a specific Mastercard or VISA currency converter (available on the Card Issuer's website). For the purposes of this provision, the currency conversion fees shall be composed of (i) the foreign currency commission referred to the card price index of the Bank and (ii) the difference between the currency conversion amount (referred to in Article 4) and the amount that would result if the foreign currency conversion were determined using the latest available euro reference exchange rate of the European Central Bank on the conversion referencedate.

The fees and commissions may be amended in accordance with Article 12 of these GTC.

6. SECURE STORAGE OF THE CARD AND CARD DATA

Once the Cardholder receives the Card, he/she keeps it carefully to protect it from loss, theft, or misuse.

The Card Issuer shall provide the Cardholder with a PIN for the use of the Card at ATM and points of sale. The PIN must be kept secret and may under no circumstances be kept with or noted on the Card or stored or noted in any other way that would make it accessible to third parties, not even in encrypted form (e.g., disguised as a telephone number). Insofar as the Card supports a secure authentication procedure (e.g., VISA/Mastercard Identity Check) that is accepted by the acceptance point of the Card, the Cardholder is obliged to use it. The aforementioned obligations of the Cardholder regarding the safekeeping of the PIN also apply to any other security information provided to the Cardholder (e.g., online access codes).

7. BLOCKING AND CONFISCATION OF THE CARD

The Card Issuer may cause the Card to be blocked or arrange for it to be withdrawn at any time if there is a termination of the Credit Card Agreement for good cause (for example due to a significant deterioration in the Cardholder's financial situation), unusual Card transactions give rise to suspicion of a criminal offence or misuse, factual reasons relating to the security of the Card justify this, or the validity period ends due to expiry or termination.

If non-fulfilment of the payment obligations by the Bank is expected or has occurred, the Card Issuer reserves the right to temporarily block the Card. In this case, the Card Issuer shall inform the Bank and the Cardholder within a reasonable period of time, unless the provision of this information would compromise objectively justified security concerns or is prohibited under the relevant national laws. As soon as the reasons for blocking the Card no longer exist, the Card Issuer shall unblock or replace the Card.

In the event of insufficient funds in the Bank Account to be debited by the Bank or for other important reasons, the Card Issuer may also block or withdraw the Card at the Bank's request

The Card Issuer shall follow the Bank's instructions (subject to the provisions on blocking or confiscation of the Card in these General Terms and Conditions) and shall not be liable to the Cardholder for any damage that may result from the Bank's instruction to block or confiscate the Card.

8. THEFT, LOSS OR MISUSE OF THE CARD, CARD DATA OR PIN

If the Cardholder notices the loss or misuse of the Card, the authentication receiving device or the card data, or if the Cardholder suspects this, the Cardholder shall have the Card blocked immediately via the Card Issuer's hotline (tel. +352-261574).

The PIN and any other authentication elements must be treated confidentially and must not be passed on under any circumstances; in particular, the card-issuing institution will never ask for Card data or personal data (so-called phishing emails, etc).

The Cardholder must take all reasonable precautions to protect the authentication elements agreed with him/her for online Card transactions from unauthorised access.

The Cardholder shall only be liable for losses incurred after the Card has been blocked if the Cardholder acted fraudulently. Upon receipt of the corresponding notification, the Cardholder acknowledges that the Card Issuer shall immediately block the lost Card. Such blocking is irrevocable. The Cardholder shall be provided with a new Card free of charge. The Cardholder shall only be liable for damage caused up to the time of notification in accordance with Clause 8 up to an amount of EUR 50. This limitation shall not apply if he/she has acted with fraudulent intent or has caused damage through intentional or grossly negligent breach of his/her duties of care.

To protect the individual authentication elements for online Card transactions, the Cardholder must observe the following in particular: Knowledge elements, such as the online password, must be kept secret; in particular, they must not be communicated verbally (e.g. by phone or in person), passed on in text form (for example by email or messenger service) outside of online Card transactions, stored electronically in an unsecured manner (e.g. storage of the online password in plain text in the mobile device) and not written down on a device or kept as a transcript together with a device that serves as a possession element (e.g. mobile device) or for checking the inheritance element (e.g. mobile device with application for Card transactions and fingerprint sensor). Possession elements must be protected against misuse; in particular, it must be ensured that unauthorised persons cannot access the mobile device (e.g., mobile phone). It must be ensured that other persons cannot use the Card transaction application (e.g., card app, authentication app) located on the mobile device. Furthermore, the Card transaction application on the mobile device shall be deactivated before the Cardholder relinquishes possession of that mobile device (e.g., by selling or disposing of the mobile phone). The evidence of possession element (e.g., OTP) may not be passed on verbally (e.g., by phone) or in text form outside of online Card transactions. Inherence elements, such as the fingerprint, may only be used on the mobile device for Card transactions as an authentication element if no inherence elements of other persons are stored on the mobile device. If other persons' inherence elements are stored on the mobile device used for online Card transactions, the knowledge element issued by the Card Issuer (e.g., online OTP) shall be used for online Card transactions and not the inherence element stored on the mobile device.

9. TERMINATION OF THE AGREEMENT

The Credit Card Agreement is entered into for an indefinite period (unless otherwise expressly agreed herein).

It may be terminated by the Cardholder in writing at any time without notice and without stating reasons. The letter of termination must be sent by the Cardholder to the Card Issuer and the Bank.

Each of the Card Issuer and the Bank may terminate the Credit Card Agreement without stating reasons by giving at least two (2) months' notice to the Cardholder. The termination letter shall be sent by the terminating party in writing to the other parties to the Credit Card Agreement.

This option does not affect the right of the Card Issuer and the Bank to terminate the contract without notice for cause.

Termination of the Credit Card Agreement by either party terminates the Credit Card Agreement between all parties.

As soon as the termination becomes effective, the entire amount debited from the Card Account shall become due and the Cardholder shall be obliged to repay all unpaid amounts plus interest, fees, and commissions. From the day the termination becomes effective, the Cardholder may no longer use the Card. The Card must be returned immediately to the Card Issuer or the Bank or destroyed (e.g., by cutting it up) at the Card Issuer's or the Bank's request.

10. DATA PROTECTION

The Card Issuer collects, processes, and stores personal data in relation to its customers in accordance with Regulation (EU) 2016/679 of 27 April 2016 (the

"General Data Protection Regulation") and also in accordance with any supplementary or other laws and regulations applicable to it in relation to the processing of personal data. In this regard, the Card Issuer acts as data controller and may be contacted for data protection queries by email (dataprotection@advanzia.com), by post (Advanzia Bank S.A., 9, rue Gabriel Lippmann, L-5365 Munsbach) or by telephone (+352-261574). All information relating to the processing of personal data by the Card Issuer is described in detail in the privacy statement provided to the Cardholder at the beginning of the contractual relationship. The manner in which the Card Issuer processes personal data may change. If the Card Issuer is required to update the privacy policy as a result of these changes, it will notify the Cardholder of this, for example by email, letter or a hyperlink to the Card Issuer's website. The latest version of the Privacy Policy is available at www.mycapitolcards.com.

11. BANKING CONFIDENTIALITY

The Card Issuer's employees, agents, officers, and directors are bound by law to keep confidential all information entrusted to them in the course of their professional activities. The obligation of confidentiality shall cease if the disclosure of information is permitted or required under any provision of law.

The Cardholder further agrees that the Card Issuer may (i) provide Card issuance services in a manner that aims to ensure the highest quality of such services, (ii) streamline the provision of Card issuing services while ensuring maximum efficiency and/or effectiveness, or (iii) in order to comply with its general legal and regulatory obligations, rely on certain specialised third party service providers (the "Addressees") who may offer or provide certain services to the Card Issuer, such as services related to telephone handling calls and emails (the "Services").

To that extent, the Cardholder understands and acknowledges that the Card Issuer may need to disclose and share certain customer data with the addressees (the "Data") in order for the addressees to provide the Services in accordance with the highest applicable professional standards. The Data disclosed by the Card Issuer to the Addressees may include:

- Name, contact details, nationality and other information provided by the Cardholder to the Card Issuer or the Bank in the course of opening the account;
- Card transactions carried out on the customer account or intended Card transactions, contracts concluded with the Card Issuer or the Bank and other information relating to the Cardholder's contractual relationship with the Bank or the Card Issuer.

Data is only passed on the basis of the need-to-know principle (knowledge only when required). The addressees commissioned by the Card Issuer must comply with the same strict security and technology standards and only have access to data in compliance with confidentiality obligations.

The addressees are located in the countries included in a list available in the personal customer portal or on www.mycapitolcards.com, which is kept up to date as required.

12. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS OF BUSINESS

The Cardholder shall be notified of any amendments to these GTC via the communication channel agreed between the Bank, the Card Issuer, and the Cardholder no later than two (2) months before they take effect. If the Cardholder does not object to the amendments before they take effect, he/she shall be deemed to have given his/her consent to the amendments. Before the proposed changes take effect, the Cardholder may terminate the Credit Card Agreement in accordance with clause 9 of these GTC.

13. COMMUNICATION

Any communication between the Bank or the Card Issuer and the Cardholder shall be made by post, email, telephone, text messages or via the personal customer portal. At any time during the existence of the Credit Card Agreement, the Cardholder may request that the Credit Card Agreement and these GTC be sent to him/her.

14. CHANGE OF ADDRESS, NAME OR INFORMATION

The Cardholder shall inform the Bank immediately of any changes in name, address or other data that the Card Issuer had requested in the performance of this Agreement and shall request the Bank to inform the Card Issuer of any such change.

The Cardholder ensures that the Card Issuer has up-to-date personal data and all information and documentation required under Luxembourg anti-money laundering and know-your-customer legislation. The Cardholder hereby agrees and authorises the Bank to transmit all necessary documentation and information to the Card Issuer for the purposes described herein.

15. APPLICABLE LAW - PLACE OF JURISDICTION

This Agreement and its interpretation shall be exclusively governed by the laws of the Grand Duchy of Luxembourg. All disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg. The Bank and the Card Issuer may also bring claims before any other competent court.

16. OUT-OF-COURT COMPLAINT OPTIONS

In order to settle any disagreements that may arise between the Cardholder, the Bank and the Card Issuer, the Cardholder may contact the consumer arbitration board -

Commission de Surveillance du Secteur Financier (CSSF). The complaint must be sent in text form (e.g., letter, email, fax) to CSSF, L-2991 Luxembourg, Tel +352-262512574, Fax +352-262512601, reclamation@cssf.lu. This procedure is free of charge and does not affect the right to assert claims in court.

17. MISCELLANEOUS

Should any of the provisions of this Credit Card Agreement be invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. The contract language is English. The English version shall prevail over translations into other languages.

18. CONTACT DETAILS AND SUPERVISORY AUTHORITY

Contact details of the Bank:

Information is provided to the Cardholder together with the Credit Card Agreement.

Contact details of the Card Issuer:

Advanzia Bank S.A., 9, rue Gabriel Lippmann, L-5365 Munsbach
Trade Register RCS Luxembourg, No. B109476
Phone: +352-261574

Supervisory authority:

The Card Issuer is a Luxembourg credit institution and is therefore subject to supervision by the Commission de Surveillance du Secteur Financier (CSSF), 283, route d'Arlon, L-1150 Luxembourg.

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