

## General terms of use for individuals

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## I Definitions

**Additional services:** services that are provided by AirPlus in addition to the services enumerated in section iv ("use of the card") and for which the cardholder is subject to a SEPARate agreement with AirPlus.

**Agreement:** the agreement between the cardholder and AirPlus, in which these terms of use are integrated, and which can be amended at any time by some individual options selected in the application form by the cardholder.

**Anniversary fee:** administration fee charged by AirPlus every year for the service of having the account(s) and or card(s), which includes the administration to perform the regular credit and legal checks.

**Application form:** the form to apply for the card, completed by the cardholder.

AirPlus means AirPlus international SA/NV, with registered office located at 66 Boulevard de l'Impératrice-1000 Brussels, VAT/BCE be0883.523.807 (rpm Brussels), registered with Banque Nationale Belge as a payment services provider and registered with the FSMA as an insurance intermediary in the "insurance broker" category under no. 109178a.

**Card:** the charge card provided by AirPlus to the cardholder for access to the card account in order to purchase goods and/or services.

**Card account:** any account managed by AirPlus in order to allow transactions recognizing that it is not a payment account within the meaning of article 4 (12) of European directive 2015/2366 (psd2)

**Cardholder:** the person who has successfully applied for a payment service and received at least one card provided by AirPlus.

**Charge card:** a card enabling the cardholder to purchase goods and/or services and pay for them at a later date. To avoid any confusion, the card is not a credit card.

**Discretionary services:** services that are provided by AirPlus in addition to the services enumerated in section iv ("use of the card services") and for which the cardholder is subject to a seaparate agreement with a third party.

**Durable medium:** any instrument that enables a person to store information addressed personally to him/her in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the stored information.

**EEA:** European economic area: made up of 28 member states of the European union (EU) and three member states of the European free trade association (EFTA) (Iceland, Liechtenstein and Norway).

**Material breach:** a cardholder's non-compliance with an important obligation under the agreement or repeated non-compliance with any obligation under the agreement, which is conclusively presumed in the following cases (by analogy, where appropriate):

1. The cardholder fails to make payments when due;
2. The cardholder exceeds his/her limits of expenditure;
3. The cardholder fails to report (in a timely manner) any change in contact details (address, telephone or email) in such a way as to enable AirPlus to send administrative reports to the cardholder;
4. The cardholder reports false, misleading or fraudulent information to AirPlus;
5. The cardholder fails to report (in a timely manner) any change in his/her personal situation relevant to the eligibility requirements;
6. The cardholder fails to adhere (strictly) to AirPlus procedure and, where applicable, instructions, in a case of loss, theft, or unlawful and/or fraudulent use of the card;
7. The cardholder fails to supply AirPlus with requested (additional) guarantees/collateral within the time limits set by AirPlus;
8. AirPlus learns, suspects or otherwise has reason to believe that the cardholder is unable/unwilling to repay his/her debts;
9. AirPlus learns, suspects or otherwise has reason to believe that the cardholder is using the card in a manner contrary to the agreement, e.g. For illegal or fraudulent purposes.

**Merchant:** any company, business or other organization accepting visa and/or Mastercard card as a means of payment for goods and/or services.

**Password:** a series of personal codes selected by the cardholders to access their payment services.

**Payment services:** all payments and payment services and any related service made available to the cardholder through use of the card account and/or card.

**Pin:** personal identification number: a numeric code used to authorize card transactions.

**Principal cardholder:** the legally and final responsible person to whom payment services are provided by AirPlus.

**Replacement card:** a new card or a card replacing another card, made available to the cardholder by AirPlus.

**Transactions:** to perform or attempt to perform: (I) a payment or purchase of goods or services from a merchant when the payment is made in whole or in part by using payment services, including cases in which the payment is made over the internet, by telephone or by correspondence or (ii) a cash withdrawal from an ATM or, where possible, from a bank by using the card, plus any transaction fees charged by AirPlus or by any other third party in the course of cash withdrawal.

## II General provisions

### Acceptance of the general terms of use

This agreement applies to the use of the card and the card account. The card gives access to the card account and any card benefits that are provided in relation to the card. By using the card, the cardholder reconfirms that he / she has read, understood and accepted these general terms of use. This agreement is of indefinite duration. It remains valid until AirPlus or the cardholder closes the card account in accordance with this agreement.

The cardholder accepts the language in which the general terms of use are provided to him or her.

### Modification of the agreement

The cardholder shall be by durable medium notified of any modification of this agreement before such modifications enter into effect, in keeping with the minimum statutory notice period (i.e. 2 months). During the notice period, the cardholder may terminate the agreement with immediate effect, at no expense, up to the proposed effective date of the modification. If the cardholder fails to terminate the agreement within that period, the cardholder shall be deemed to have accepted the modified agreement.

### Termination of the agreement

The cardholder may terminate this agreement at any time, without thereby incurring any liability, provided that AirPlus has the time and opportunity to take the necessary steps to cancel the card, which must take no longer than one (1) month maximum. The cardholder must address the customer service with a clear, unequivocal and explicit written request to terminate the agreement.

AirPlus may terminate this agreement without having to give any explanations at all, by giving the cardholder at least two (2) months' termination notice in writing.

The agreement will be terminated only when the cardholder has paid all the amounts owed to AirPlus. Until that time, all the general terms of use of the agreement (including AirPlus' rights to modify the general terms of use of the agreement) will continue to apply, but the cardholder will not be able to use the card account to perform transactions and cannot benefit from any of the related benefits, including the additional services and discretionary services.

When either of the parties terminates the agreement, the cardholder shall:

- Pay all amounts due on the card account, even if not yet billed;
- Destroy all the cards and stop the use of the card account; and
- Inform the merchants not to attempt to perform other transactions on the card account, particularly the merchants who were give an authorization for a series of transactions.

In case of termination of the agreement, any remaining credit balance on the card account shall be reimbursed to the cardholder within a reasonable time, after offsetting any counterclaims, where applicable.

If the payment service has been purchased remotely, the cardholder has the right to terminate this agreement free of charge within 14 calendar days from the day on which the agreement was concluded without giving any reason. Cardholders who do not exercise this right of withdrawal remain permanently bound by the provisions of the agreement. The cardholder remains liable for all transactions performed via the account.

### III Issuing of the card

#### *Allocation of the card*

AirPlus provides cards at its sole discretion and reserves the right to refuse to provide a card for any reason without the need for explanation.

The card is used on a personal basis ("intuitu personae") and must only be used by the cardholder. The card will be exclusively granted to one individual and must not be transferred to third parties. The card is and remains the property of AirPlus. The card is sent by post to the address specified by the cardholder. Before the card can be used by the cardholder, the cardholder must activate the card according to the instructions sent along with card. As soon as the card is received by the cardholder, the cardholder is held accountable for all liabilities and claims resulting from its use, in accordance with the provisions of the agreement. Upon receiving the card, the cardholder must sign the signature strip on the back of the card using a pen with indelible ink.

#### *Renewal of the card*

An expiration date is printed on the card. The cardholder will generally receive a new card automatically before the expiration date of the card. AirPlus is not required to do so, however, if the agreement has been terminated, the notice period for termination is in progress, the card has not been used for a long time, etc. The cardholder must refrain from using any expired card and destroy it in such a way that cannot be used.

### IV Use of the card services

#### *Payments*

The cardholder may use the card in accordance with the present agreement in order to pay for goods and services provided by merchants who accept the card. To the extent permitted by the merchant, the cardholder may return to the merchant the goods or services acquired and paid using the card, and receive a credit to the card account.

#### *Card account overdraft facility*

The cardholder may have access to amounts in the card account that exceed the available balance up to the amount of credit indicated on [place where the maximum authorized overdraft amount is indicated]. This overdraft facility on the card account is a line of credit and may be reused.

#### *Direct debit*

The cardholder can authorize AirPlus to set up a recurring settlement scheme with a selected merchant. In the case of direct debits, it is the cardholder's responsibility to pay any costs owed to the merchant.

The cardholder may authorize the merchant to obtain the payment of goods and / or services at regular intervals via the card account (hereinafter referred to as direct debits). In order to avoid any possible disruptions of the domiciles and the delivery of goods and / or services by the merchant in the event of a replacement card or a canceled card, it remains the cardholder's responsibility to ensure that the merchant has up-to-date information regarding direct debits. AirPlus does not provide information about a replacement card (for example, card number and expiry date) to the merchant, but in certain circumstances it is possible that direct debits will automatically be charged on a replacement card without prior notice.

The cardholder remains responsible for all direct debits that were set up on a card that was replaced or canceled and that are still charged on the card account.

AirPlus cannot be held responsible for setting up the direct debits scheme or if the merchant has not charged the amount on the card account.

#### *Providing guarantees of payment*

The cardholder has the possibility of using the card to obtain certain services which customarily require providing a guarantee of payment (for hotel reservations or car hire, for example). In such cases, the merchant may ask AirPlus to hold the amount of the guarantee in trust temporarily in favor of the merchant.

Depending on the merchant's requirements, a certain amount in the relevant currency may be pre-authorized on the card. If the full amount of the pre-authorization is not used to make the corresponding payment, the pre-authorized amount may remain blocked for 7 days (or even longer in the case of car hire companies, hotels and cruises).

Providing such a guarantee impacts the limit on spending on the card. The cardholder hereby expressly consents to any future pre- authorization and acknowledges the fact that the amount in question may be blocked for a certain period.

#### *Cash withdrawal*

The card can be used by the cardholder for cash withdrawals, in Belgium and other countries, from ATM's (automatic teller machines) and/or financial institutions that accept the card (which is generally indicated by the Mastercard logo).

Cash withdrawals are subject to fees specified in section 7 ("fees and charges") and/or the price grid of the agreement. Participating financial institutions and ATM operators may charge an additional fee.

#### *Foreign-currency transactions*

A transaction performed in any currency other than euro will be converted to euro on the date on which it is processed by AirPlus (which may differ from the date of the transaction). The exchange rate will be fixed by us on the basis of the exchange rate officially published by Mastercard international incorporated or visa inc. On the banking day preceding the date of booking ("reference exchange rate"). Should a reference exchange rate not be available, a corresponding rate achieved in the market shall be used for conversion. AirPlus may also publish the exchange rate on the AirPlus website and/or its portal.

The exchange rate is defined from day to day and may differ from rates in effect on the date the transaction is booked. Fluctuations may be significant. Any changes in the rate will be applied immediately without notifying the cardholder. A certain percentage of the total amount converted into euro is payable as commission on non-euro transactions (see price grid).

If the transactions are converted by third parties before being submitted to AirPlus, all the conversions will be made at the exchange rates applied by the third parties, which may also charge a commission at their own specified rate. If a third party has converted the amount into euro AirPlus will consider the transaction to be a transaction in euro and accept the conversion performed by the third party without deducting the commission on non-euro transactions. Nevertheless, third-party conversions may be subject to certain fees charged by third parties. The cardholder should find out the details of such third-party fees.

#### *Additional services and discretionary services*

Additional services associated with the card account may be offered with the card.

Moreover, third parties may offer discretionary services such as insurance benefits, assistance, loyalty programs and promotional offers by merchants.

Discretionary services provided by third parties are subject to the relevant third party's general terms and conditions. Termination of the agreement with the third party will affect the discretionary service, sometimes immediately. All issues and questions concerning discretionary services must be settled directly with the relevant third party.

Additional services and discretionary services are provided under separate agreements which are subject to change at any time, in accordance with the rules of modification specified in such agreements. Whenever possible, AirPlus gives a reasonable amount of prior notice, on the website if need be, before the effective date of any changes unfavorable to the cardholder or the cancellation of (certain) additional services and discretionary services.

In the case of discretionary services, such notice given by the third-party service provider replaces a notice by AirPlus.

In cases in which special fees are charged for goods or services, it is possible for and the cardholder hereby authorizes such fees to be charged to the card account.

#### *Authorized transactions consent*

A transaction is considered to be an authorized transaction if the cardholder has consented to executing the payment order. AirPlus may specify certain formalities and/or procedures to that purpose.

The cardholder is considered to have consented to a transaction whenever he/she requests a transaction on the card account by presenting a card or by indicating the details of the card or the card account and, if necessary for the transaction, by entering the pin for the card, a password or personal identification data or by following another set of procedures. Transactions may be authorized in this way for a single transaction performed at the time of authorization, for a transaction to be performed later or for a series of future transactions. Depending on the terms agreed upon with the merchant, it may be possible for the cardholder to use such transaction authorization procedures to enable a merchant to collect a payment on the card at certain times in the future also if the original payment has failed. If the cardholder does not authorize the transaction at that time, the cardholder may set up an authorization for it later.

The cardholder can only cancel transactions on future dates or transactions that are part of a series if the cardholder cancels them by the end of the business day prior to processing.

AirPlus has the right – but not the obligation – to deny authorization for any transaction on reasonable grounds. Grounds for such denial by AirPlus may include, without limitation, (suspected) unauthorized or improper use, (suspicions of) fraud, technical problems, statutory requirements, AirPlus' assessment of the cardholder's ability to pay, if using the card is or seems likely to be prohibited, or in order to make certain types of transactions unavailable (including cases in which a transaction would exceed a certain limit). Authorization may be denied even if the cardholder is not (yet) in default and no material breach has been observed concerning the card account to which the card is linked. The cardholder will normally, but not necessarily, be told at the point of sale if AirPlus denies authorization. Under certain circumstances, AirPlus may, at its discretion, require additional authorization besides the authorization provided by above-mentioned methods of consent. AirPlus assumes no liability for any losses incurred by the cardholder if AirPlus does not authorize a transaction or if a merchant refuses to accept the card.

#### *Irrevocability of authorized transactions*

It is neither permissible nor possible for the cardholder to cancel authorized transactions after they have been processed.

The cardholder is entitled to claim a refund of transactions with merchants in the EEA:

- If the correct amount of the transaction was not indicated when the transaction was approved; and
- If the amount of the transaction exceeds the amount that could reasonably have been expected by the cardholder in light of his past spending patterns, the general terms of use of the agreement and the relevant aspects of the case.

The refund must be claimed by the cardholder in writing within eight (8) weeks after the date on which the transaction was debited from the card account. The cardholder must provide all requested information to AirPlus or to third parties designated by AirPlus to assess the claim. AirPlus shall conclude the investigations within a reasonable time after receiving all the necessary information and either grant the refund (usually by adjusting the balance on the card account) or else inform the cardholder of the grounds for denial of his claim.

#### *Unauthorized transactions*

Cardholders must inform immediately our customer service, if they know, ought to know or suspect:

- That a card has been lost or stolen or not received;
- That another person knows the pin, password or other security code for the card;
- That the card account and/or card have been used improperly, illicitly or illegally, and/or without the cardholder's authorization, or
- That a transaction on the card account was not authorized or was processed improperly.

As soon as the cardholder has informed AirPlus of any of the above-mentioned events, AirPlus will block and cancel the card and a replacement card will be delivered.

After notification or if the loss, theft or misappropriation of the card was not detectable to the cardholder prior to a transaction, the cardholder is no longer responsible for the consequences related to the loss, theft or misappropriation of the card, unless the cardholder is guilty of gross negligence or fraud.

In case of theft, loss or misappropriation of the card, the cardholder's liability is generally limited by law to a maximum amount (50 eur) for unauthorized transactions carried out before the incident is reported. Exception thereto is the situation where the cardholder acted in fraudulent or grossly negligent manner, in which case his/her liability is unlimited.

However, the cardholder must bear all losses related to any unauthorized payment transactions if he / she has incurred them as a result of fraudulent conduct or by failing to comply with one or more of his / her contractual or legal obligations with intentional or gross negligence. In such cases, the maximum amount of 50 eur is not applicable.

If the cardholder acts in a fraudulent manner, the cardholder is responsible for all transactions.

To dispute a transaction, the cardholder must contact AirPlus immediately, at the latest within 90 calendar days after the transaction date (in the case of transactions with merchants established outside the European union) or within 13 months after the transaction date (in the case of transactions with merchants established within the European union).

In the complaint, the cardholder must at least describe the events and circumstances precisely and in detail and add all substantiating documents in support of his/her allegations.

AirPlus will analyze the dispute and may interrupt the transaction. AirPlus may require the cardholder to supply all necessary and useful information and documentation, such as a written statement from the cardholder confirming that he/she did not authorize the transaction in question, with a statement of the reasons.

If AirPlus credits amounts to the cardholder in the course of the analysis, AirPlus does so with all rights reserved and without prejudice in any respect. If AirPlus subsequently discovers that the cardholder was not entitled to the credit entry, AirPlus will re-debit the amount of the transaction and any applicable costs.

AirPlus shall conclude the analysis within a reasonable time after receiving all the necessary information and either grant the refund (usually by adjusting the balance on the card account) or else inform the cardholder of the grounds for denial of the refund.

If an incorrect transaction is performed for reasons attributable to AirPlus, then AirPlus will cancel the transaction and restore the card account to its former state. AirPlus may then resubmit the correct transaction.

Before AirPlus can be required to perform a correction, it may suspend the transaction and shall have a reasonable time to conduct an analysis in order to discover the underlying reasons and any negligence on the part of the cardholder. AirPlus will conduct the analysis as quickly as possible and adjust the card account accordingly, if necessary.

## V Limits of service

#### *Limits on spending*

The card account is subject to a spending limit specified by AirPlus. It is prohibited to exceed the amount of the spending limit(s). Any temporary non-enforcement of such limits by AirPlus shall under no circumstances be considered an implied authorization for an additional credit facility or an increase or extension of the spending limit.

The cardholder may, within the limits of this article and the conditions of the agreement, request a monthly spending limit commensurate with his/her own specific needs. Notwithstanding the foregoing AirPlus reserves the right to deny a request to set or modify a spending limit without having to justify its decision.

The cardholder shall be informed of the initially applicable spending limit when the application for the card is approved.

The applicable limit may be adjusted twice a year to meet the cardholder's needs, if the cardholder so requests and subject to approval by AirPlus, which may freely exercise its discretion in that respect, particularly in relation to credit (risk) management.

The spending limit may be adjusted by AirPlus at any time and, where applicable, with immediate effect, for the purposes of for credit (risk) management. AirPlus will inform the cardholder of any such adjustment in advance or as quickly as possible thereafter.

It is forbidden to exceed the amount of the monthly limit. Under no circumstances can it be considered as tacitly granting an additional credit facility to increase or extend the spending limit. Nevertheless, should this occur, the entity extending the credit shall suspend the overdraft facility on the card account and demand repayment of the overdraft within a maximum of 45 days from the date of the overdraft.

#### *Blocking, suspension or termination*

AirPlus may, where applicable without prior notice:

- Block, suspend or terminate the use of the card account immediately, i.e., permanently or temporarily prevent the cardholder from using the card or card account to perform transactions and bar the cardholder's access to all the possible services under this agreement;
- Block, suspend or terminate one or more functions of the card account; or
- Cancel or refuse to provide a new card.

If the card account is blocked, suspended or cancelled, cardholders will not be able to use the cards. If the card account is cancelled, cardholders are required to destroy the cards. Even if the card account or a card is blocked, suspended or cancelled, the cardholder must still pay AirPlus for all the transactions, fees and charges in accordance with the general terms of use of this agreement. If a card account or a card is blocked, suspended or cancelled, all the other cards allocated to the card account may be blocked, suspended or cancelled at that same time.

AirPlus may take any of the foregoing measures for reasons related to the security of the card, if it suspects that the card (account) is being used in a manner that is fraudulent and/or unacceptable (unauthorized, improper, wrongful, illegal, etc.) Or in case of a significant increase in the risk that cardholder will be unable to make payments due on the card account in a timely manner. Here are some examples of such situations: if the cardholder is in default, if the cardholder dies, if the cardholder goes bankrupt, if the card is in a foreign country outside the cardholder's user profile if the transactions differ from the cardholder's normal transactions, etc.

AirPlus will normally inform the cardholder before or immediately after taking such measures. AirPlus may inform the merchants that the card account or card is blocked, suspended or cancelled. Considers that sending the merchant such information in the presence of the cardholder is equivalent to informing the cardholder.

AirPlus may agree to lift such restrictions in whole or in part (e.g., by reinstating the card account), after having prevented the cardholder from using card (account), if the reasons for restricting the card (account) are no longer applicable. AirPlus may do so either on its own initiative or at the cardholder's request.

The cardholder may ask AirPlus to lift the restrictions by contacting customer service. The cardholder must support such requests by supplying information demonstrating that the reasons for the restrictions on the card (account) no longer apply.

If AirPlus grants the request, AirPlus may:

- Reactivate any card that was issued on the card account; and
- Charge all applicable fees.

If the card is canceled or suspended for any reason, it is possible that all other cards awarded for the card account are canceled or suspended at the same time.

The closing or suspension of the card account shall not, under any circumstances, result in early payment of any overdraft facility on the card account, except where the cardholder has exceeded the monthly spending limit in an unauthorized manner and has not, within one month of the sending of formal notice by AirPlus by registered letter, complied with his or her obligations. In this case, the card account shall also be closed.

#### *Security restrictions*

For security reasons, AirPlus may impose certain restrictions on the use of cards. If so, the cardholder may not be able to make cash withdrawals from ATMs or use the card to make payments in specific countries or may do so only under certain circumstances (e.g. Only whenever the pin is entered or only within certain specific limits or only with certain merchants).

The cardholder may not use the card account for illegal activities in such a way that the true nature of the transaction is concealed, for example by obtaining cash through a transaction of which the cardholder knows that it will be treated as a purchase of goods and services or by to use the card with a dealer who is owned or under the management of the cardholder.

## VI Statement

Every month, the cardholder will receive, in paper or another durable medium, an account statement containing the following information:

- 1° the amounts and dates of any withdrawals;
- 2° the total amount due on the previous account statement and its date;
- 3° the new total amount due;
- 4° the date and amounts of payments made by the beneficiary; and
- 5° where applicable, the respective amounts of all fees incurred

The reporting period of the statement is freely chosen by AirPlus. The reporting period of the statement does not necessarily coincide with a calendar month. The cutoff date of the statement will not necessarily coincide with the end of a calendar month.

The cardholder must always control the correctness of each statement and must contact AirPlus immediately in case additional information about a transaction is necessary or in case the cardholder believes that not all transactions were done with his authorization.

AirPlus may send the cardholder notifications, important messages and other communications about the card account by email or sms.

## VII Anniversary fee, fees and foreign exchange

The cardholder shall be notified of the various charges and anniversary fees applicable to the card and card account when applying for a card account.

Charges and anniversary fees for the card account are or may be payable for the following items:

#### *Anniversary fees*

These fees are charged for each year of subscription and are applied to the card account on the date of the first account statement (or on the set date notified to the cardholder) and on the date of the account statement following each anniversary of the subscription. Subject to any promotional offer that AirPlus may make to the cardholder, the fixed amount applicable to these fees is indicated in the price grid set out for the cardholder as part of this agreement.

A year of subscription commences on the date on which AirPlus opens the cardholder's account on its systems and shall continue until the day before the next anniversary of the subscription. The year of subscription may be modified if the account is upgraded or downgraded or where different anniversary fees become payable. In this case, the year of subscription shall commence on the date that the change is made to the product or the fees in AirPlus' system.

#### *Interest*

No interest is applied to the card account overdraft facility.

#### *Cash withdrawals*

For any cash withdrawal done with the card at an ATM or in a bank, the statement will indicate, beyond the amount withdrawn, also a fee on that amount (see the price grid). The amount withdrawn is limited to a maximum of 600 euro per period of 4 consecutive days.

#### *Costs of non-euro transactions*

Transactions in a foreign currency are subject to a commission (see the price grid).

#### *Late payment charges*

In case of late payment, AirPlus will charge late payment charges, automatically and without having to give prior notice of default, at a rate indicated in the price grid applied to all amounts overdue (including any charges incurred to date), calculated on a daily basis according to the total number of days of delay. AirPlus also charges administration costs as indicated in the price grid for the follow-up of the late payment. These are automatically applied without prior notice. In case of continued non-payment, AirPlus will charge late payment fees, automatically and without having to give prior notice of default, at the same rate, applied to the capitalized amount overdue. In other words, on each monthly statement, the late payment fees will be added to the amount overdue (including any other charges and surcharges).

#### *Payments with incorrect structured credit transfer messages*

A fee will be charged after the second payment performed without a structured transfer message or with an incorrect structured credit transfer message (see price grid).

#### *Extra copies of statements*

A fee will be charged for each extra copy of a statement requested by the cardholder (see price grid).

#### *Duplicate of payments receipts*

For each duplicate, the cardholder must pay a fee (see price grid).

#### *Extrajudicial collection charges*

In addition to the late payment charges, AirPlus may charge, automatically and without having to give prior notice of default, the costs of late payment follow-up and extrajudicial collection. This includes e.g. The costs of sending formal notices of default, costs of intervention by the in-house collection service, the costs of intervention by third parties, such as a debt collection agency, process servers, bailiffs, legal advisors or lawyers, etc. The minimum charges for such services are specified in the price grid. At any time, AirPlus may charge the full amount of actual expenses incurred, by presenting proof of expenses (e.g. Invoices) and/or by setting a reasonable fee for "overhead".

## VIII Cardholder's obligations and liability

#### *Prudent use*

The cardholder shall use the card and the associated services in a prudent and normal manner, for the intended purpose and in keeping with all the stipulations of the agreement applicable to the granting and use thereof.

The card and pin, passwords and other elements related to the card for the (secure) use thereof should be regarded as strictly personal by the cardholder. The cardholder shall take all necessary and useful precautions to ensure the security of the card and pin. This means, among other things, that the cardholder must:

- Sign the card (upon receipt);
- Keep the card securely in his/her possession all times;
- Hold the card in safekeeping;
- Periodically check whether the card is still in his/her possession;
- Take back the card after making a payment;
- Allow no one else to use the card, not even the cardholder of another card linked to the same card account;
- Choose a pin and password that is difficult to guess;
- Memorize the pin and password and do not write them down on paper, on any object, or any medium, unless they are recorded in an indecipherable manner;
- Refrain from giving the card, card account information, pin or other passwords to anyone except for authorization of a transaction, and make sure that no one else is watching when using the card;
- Follow all of AirPlus' instructions, including those published on the website.

#### Contact details

The cardholder shall inform AirPlus immediately of any change in his/her contact details (e.g. E-mail address, postal address or telephone numbers) used to send messages in the context of the agreement.

The cardholder hereby authorizes his/her bank or the company for which he/she works (even if not under an employment contract) to provide AirPlus with his/her contact details. AirPlus may update the contact details or may classify them as not up to date, if AirPlus figures out that they have changed or that they are incorrect.

AirPlus is not responsible if it is not possible to receive messages (including expense statements) if they were sent to the address specified by the cardholder or if AirPlus does not send the messages because earlier messages could not be delivered.

If the cardholder has more than one card account, he / she must inform AirPlus separately per card account. AirPlus can update the contact information if AirPlus receives information that they have been modified or that they are incorrect.

The cardholder must immediately inform AirPlus during the term of the agreement if he / she no longer meets the card's eligibility criteria, in the light of the information provided on the card application form (for example, if the circumstances of the card change the cardholder significantly and reduce the possibility of repayment of amounts owed).

#### Authorities and evidence

The cardholder must inform our customer service immediately when becoming aware of a loss, theft, scam, abuse of confidence, misappropriation and/or fraudulent use of the card or other events or suspicions of card-related incidents.

Any loss, theft, scam, abuse of confidence, misappropriation and/or fraudulent use of the card or other events or suspicions of card-related incidents (hereinafter: incidents) must also be reported by the cardholder to the police of the district where the incident occurred, as the case may be, after having informed AirPlus of any transactions that (possibly) were not authorized by the cardholder. Such reports must be given as quickly as possible, at the latest within 24 hours after the cardholder became or ought to have become aware of the incidents. The cardholder must gather and retain all potentially relevant evidence and make it available to AirPlus. AirPlus may ask for such evidence in the course of its investigation of the incidents.

Cardholders must destroy any card(s) recovered after being reported lost or stolen by cutting the card(s) in half across the chip and the magnetic strip.

As soon as the cardholder has informed AirPlus of the loss, theft or misappropriation and/or fraudulent use of the card, the cardholder is no longer liable for the consequences of the loss or the theft of the card, unless AirPlus can prove that the cardholder is fraudulent way.

#### Gross negligence: liability of the cardholder to the notification

Without prejudice to the judge's discretionary powers, there is a presumption of gross negligence whenever the cardholder:

- Has failed to take adequate precautions for the card, card account and (where applicable) the pin and use thereof;
- Has written the pin legibly on the card or any other object or document that the cardholder stores or carries along together with the card;
- Has revealed the pin to any third party;
- Has neglected to update his/her contact details, so that he/she did not receive (or was unable to receive) relevant information (such as statements);
- Has neglected to check the statement (at least as often as described in the agreement) and consequently failed to identify and inform AirPlus in a timely manner of unauthorized use of the card;
- Failed to report an incident of loss, theft or risk of misappropriation of the card to our customer service as soon as he/she became aware of the incident;
- Failed to report the loss or theft of the card to the police of the district where the loss or theft occurred within 24 hours after becoming aware of the
- Loss or theft.

The cardholder is not liable for gross negligence if his / her pin was enforced by violence against his / her person or his / her possessions or against his / her family members or their possessions or with a threat of violence against his / her person or his / her / her belongings or to his / her family members or their possessions.

#### Promise to pay

Pursuant to article ("unauthorized transactions") of the agreement and without prejudice to the provisions concerning the responsibility of the additional cardholders, the principal cardholder hereby undertakes to pay for all transactions, including:

- Transactions authorized by a cardholder, even if the cardholder did not present his/her card or sign for the transaction;
- Transactions involving fees and charges charged by AirPlus pursuant to the agreement;
- Transactions involving other amounts due charged by AirPlus pursuant to the agreement;
- Transactions authorized by other persons that the cardholder allowed to use the card account. The cardholder shall also immediately pay to AirPlus any amount in excess of the spending limit.

#### Payment deadline

Payments must be received by AirPlus within 25 calendar days after the end of the month covered by the statement (i.e., after the date of creation of that statement) or, by the payment deadline specified on the statement, if sooner. The payment must arrive at AirPlus and be credited to the card account before the due date.

All of the stated amounts of time necessary for a payment to reach AirPlus are merely estimates and depend on the payment system of the service provider used by the cardholder to make the payment. The cardholder must allow enough time to ensure that AirPlus receives payment before the payment deadline. Third parties that send payments to AirPlus or process payments on behalf of AirPlus are not agents of AirPlus and the time at which they receive the payment is not deemed to be the time at which AirPlus receives the payment.

Payments must be made in euro. If AirPlus decides to accept a payment made in a foreign currency, AirPlus will choose the rate at which to convert the payment into euro, unless AirPlus is required by law to use a specific rate. AirPlus may charge extra fees for the conversion of payments, including possible foreign exchange fees.

The cardholder may only pay the amount due. No prepayments (i.e., payments for which the cardholder orders and which exceed the amount owed) may be executed. Any positive balances on the card account will be refunded to the ~~principal~~ account holder within a reasonable time.

AirPlus will credit payments on the card account as soon as the amount is received provided that all payment details have been correctly communicated.

In case of late payment, AirPlus will charge late payment charges, automatically and without having to give prior notice of default, at a rate (generally monthly) specified in the price grid, applied to all amounts overdue (including any charges incurred to date), calculated on a daily basis according to the total number of days of delay. In case of continued non-payment, AirPlus will charge late payment fees, automatically and without having to give prior notice of default, at the same rate, applied to the capitalized amount overdue. In other words, on each monthly statement, the late payment fees will be added to the amount overdue (including any other charges and surcharges).

After a significant delay or repeated payment delays by the cardholder, AirPlus reserves the right to suspend the full or partial use of the card. It is possible that AirPlus requires the cardholder to set up a direct debit for all future monthly repayments.

The cardholder may use a SEPA direct debit for the payment of the monthly statements. In certain cases, the cardholder may have committed to such direct debits or they may even be a prerequisite for granting or extending the card (account).

Setting up a SEPA direct debit requires an authorization ("mandate") completed by the cardholder, which must include at least the following:

- The express consent and signature of the cardholder; (of AirPlus being authorized)
- A reference to this underlying agreement.

AirPlus will confirm acceptance of the authorization to the cardholder, if necessary by activating it and indicating on the statement that the statement will be presented for payment on the basis of the SEPA direct debit. At least one day before the debit is actually made, the cardholder will be notified of the date and amount of the debit. Such notification may be given by means of the statement. The date of actual debit may be several days before the end of the (standard) payment period. The cardholder must ensure that there is a sufficient credit balance on the bank account to be able to perform the direct debit.

If the cardholder wishes to terminate the SEPA direct debit that has been set up, he/she must inform AirPlus thereof and specify the unique reference number of the mandate. The cardholder must take into account a notice period of at least 10 days before the date on which statement is created, which is generally the same date on which the cardholder receives the statement and/or is able to view it on the web portal.

If the cardholder terminates the SEPA direct debit arrangement without giving AirPlus timely notice thereof (e.g., via his/her bank), this may lead to AirPlus charging a fee.

## IX AirPlus' liabilities

### Liability

Without prejudice to the obligations and liability of the cardholder, AirPlus shall be liable for:

- Any non-execution or improper execution of card transactions using devices, terminals or hardware approved by AirPlus, even if not operated by AirPlus;
- Any transactions performed without the cardholder's consent and any mistakes or irregularities in card management that are attributable to AirPlus;
- The use of a falsified card by a third party.

AirPlus assumes all risks related to sending the cardholder a card or any means permitting the use of the card. Whenever AirPlus is liable, AirPlus shall refund the following amounts to the cardholder, as soon as possible:

- The amount of any transaction that was not executed or was improperly executed, plus any interest payable on that amount, where applicable;
- Any amounts that must be paid to restore the card account to the state it was in before the unauthorized transaction, plus any interest payable on that amount, where applicable;
- Any amounts that must be paid to restore the cardholder to the position he was in before the falsified card was used;
- The amounts that must be paid in order to compensate for financial losses or other amounts charged, including such costs as are incurred by the cardholder in order to determine the amount of compensation owed to him/her.

Disclaimer on the part of AirPlus liability

AirPlus shall not be liable:

- For any incident related to use of payment services beyond the reasonable control of AirPlus;
- If a merchant refuses to accept a transaction or fails to cancel a mandate or pre-authorization;
- Whenever the cardholder breaches this agreement by acting with fraudulent intent or gross negligence.

If AirPlus terminates this agreement, AirPlus shall not be liable to the cardholder for any losses or expenses caused by abnormal or unforeseeable events that were beyond AirPlus' reasonable control and unavoidable despite all reasonable efforts to prevent such events from occurring.

AirPlus is not responsible for any problems that the cardholder may encounter with the goods or services that he/she purchased with the card, in terms of quality, safety, lawfulness or other aspects of the purchase. AirPlus is not responsible for the acts or omissions of any merchant, especially not for refusal to accept the card as a means of payment. All claims concerning the goods or services acquired by using the card and any disagreements or disputes arising between the cardholder and merchant in question, shall be settled exclusively between those two parties.

## X Miscellaneous

### Assignment of the agreement

AirPlus may sell, transfer or assign this agreement and the card account. AirPlus may do so at any time without informing the cardholder thereof, unless it is legally obliged to inform the cardholder or cooperate with him / her. The cardholder may not sell, assign or transfer the card account or one or more of the cardholder's obligations under this agreement.

### Exercise of rights – no waiver of rights

AirPlus is under no obligation to exercise its rights under this agreement, even if AirPlus could protect the cardholder by doing so. The cardholder shall derive no claims (e.g., for damages) from such non-exercise of rights by AirPlus except for such claims as are based on a provision of mandatory law.

AirPlus may choose not to enforce certain rights under this agreement until later or not at all. If so, AirPlus shall not be construed to waive its rights, which AirPlus may assert or enforce thereafter.

### Language

This agreement and all communications between AirPlus and the cardholder concerning this agreement shall be in French and/or in Dutch. (as this is a translation: in case any discrepancy would occur between the present English version of the general terms of use and its French and/or Dutch version, the French/Dutch versions shall prevail.)

All the rights and obligations of the cardholder and of AirPlus relating to the agreement shall be governed by Belgian law.

### Taxes, duties and exchange rate control

All governmental taxes, levies or other charges imposed by law in any country in relation to the card (account), any transaction on the card account or any use of the card account by the cardholder are payable by the cardholder.

## XI Complaints and contacting AirPlus

Without prejudice to available judicial remedies, all complaints should be submitted in writing to: AirPlus international SA/NV - customer service, 66 Boulevard de l'Impératrice, b-1000 Brussels.

If the cardholder is not satisfied with the solution proposed by AirPlus, he/she may refer the dispute to: Ombudsfijn

North Gate II, Koning Albert II-laan 8 box2, 1000 Brussels

Email: [ombudsman@ombudsfijn.be](mailto:ombudsman@ombudsfijn.be) <http://ombudsfijn.be/>

Cardholders may also contact the inspectorate-general of economic activities of the federal ministry of economics, small & medium-sized businesses, middle class and energy, at the following address:

Fod economie, k.m.o.,

Algemene directie economische inspectie

Front office – north gate iii, koning albert ii-laan 16, 3de verdieping, 1000 brussel

Email: [eco.inspec fo@economie.fgov.be](mailto:eco.inspec fo@economie.fgov.be) <https://www.ombudsfijn.be/en/individuals/introduce-complaint/> and [www.economie.fgov.be](http://www.economie.fgov.be).

## XII Privacy policy

The most recent version of the privacy statement can be found on the website of AirPlus. As the privacy statement is a legally required statement, it is not part of these terms of use