

CHARGE CARD TERMS AND CONDITIONS

CREDIT AGREEMENT PARTLY REGULATED BY THE CONSUMER CREDIT ACT 1974

Cardholders can request a copy of these Terms and Conditions at any time.

DEFINITIONS

- **"Bank"**: The bank or financial institution that arranges for the Card to be issued to the Cardholder and by whom the associated Card Account is held.
- **"Bank Account"**: The bank account opened with Bank to which the Card Account is linked.
- **"Bank 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.
- **"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 by the Bank with the Card Issuer in the Cardholder's name that provides information on the amounts owed by the Bank Account Holder to the Bank as a result of payments made with the Card.
- **"Cardholder"**: The natural person in whose name the Card is issued including, where applicable, any additional cardholder.
- **"Card Issuer"**: Advanzia Bank S.A., the Bank's card issuing partner, with its registered office at 9, rue Gabriel Lippman, L-5365 Munsbach.
- **"Charge Card Agreement"**: the agreement concluded between the Bank, the Card Issuer, the Bank Account Holder and the Cardholder for the issuance of the Card by the Card Issuer and its use, incorporating the charge card application form, card price index, these Terms and Conditions and the Bank's Credit Terms and Conditions Appendix.
- **"Credit Limit"**: The maximum debit balance of the Card Account granted by the Bank for a specific period of time.
- **"Due Date"**: the date on which payment of the Monthly Settlement Amount in respect of a Card becomes due and payable to the Bank.
- **"Monthly Settlement Amount"**: The total amount due in respect of the card for a billing period.
- **"PIN"**: The personal identification number provided to the Cardholder 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

The Bank uses the services of the Card Issuer to issue Cards to Cardholders. The Cardholder agrees to comply with the requirements of the Card Issuer with respect to the issuance and use of the Card.

The Charge Card Agreement will come into force when the signed Application Form is accepted by the Bank and the Card Issuer. A Card will then be provided to the Cardholder. The Charge Card Agreement has no fixed duration and will continue until terminated in accordance with Article 10 of these Terms and Conditions.

Immediately after receiving the Card, the Cardholder must sign 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 these Terms and Conditions.

The Card remains the property of the Card Issuer. The Card is issued to the Cardholder personally and is not transferable.

Upon conclusion of the Charge Card Agreement, the Bank shall open a Card Account with the Card Issuer 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 Bank has accepted responsibility to the Card Issuer for the payment of the amounts owed under the Card Account. The Bank Account Holder is responsible to the Bank for payment of Monthly Settlement Amounts and any other amounts owed under the Card Account or as a result of the Cardholder's use of the Card.

The validity of the Card will expire on the last day of the month and year indicated on it, unless otherwise agreed or it is withdrawn beforehand in accordance with Article 8 of these Terms and Conditions. Before the expiry of the validity period, a new Card will be sent to the Cardholder, unless the Cardholder and/or the Bank Account Holder has terminated the Charge Card Agreement in accordance with Article 10 of these Terms and Conditions.

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 transactions) or, in the case of online Card transactions (i.e. distance Card transactions), entering the 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 authorises the Card Issuer to debit his/her Card Account with the corresponding payment amount (the "Authorisation").

In the case of online Card transactions, the Card Issuer is 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 Bank Account Holder 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 Bank Account Holder (if the Bank Account Holder is not also the Cardholder) of their obligation to repay any amounts owed by the Bank Account Holder to the Bank 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 has not been complied with, the authentication elements required as part of an authentication have not been entered correctly, the card has been blocked, cancelled, or has expired (in accordance with the provisions of these Terms and Conditions). The Card Issuer or Bank 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 the timeframes specified under applicable laws, or, where no such timeframe is specified, as soon as possible.

In the event of non-execution or incorrect execution of an authorised Card transaction, the Cardholder may request the Card Issuer to refund the amount in question, including any fees and commissions, immediately and in full. If the Card Account has been debited with the payment amount, the Card Issuer shall restore the Card Account to the status it would have been as if the erroneous Card transaction had 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 Bank Account Holder has already paid the Disputed Amount to the Bank, the Bank shall refund this amount to the Bank Account Holder and the Card Issuer shall refund the Disputed Amount to the Bank. The Cardholder or Bank Account Holder 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 Bank and Card Issuer are also entitled to communicate other relevant matters to the Cardholder, - in particular in connection with the security of the Card - by text notification or push notification (e.g., card blocking). The Bank and 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 and Bank Account Holder (if the Bank Account Holder is not also the Cardholder) will receive 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 and/or Bank Account Holder has access to the Bank's eBanking service, the Card Account statement will be provided over the eBanking service to the Cardholder and/or Bank Account Holder. In this case, the Cardholder and/or Bank Account Holder will not receive a statement in paper form and agrees to this procedure. Insofar as the Cardholder and/or Bank Account Holder does not have access to the Bank's eBanking service, the Card Account statement will be provided by email. 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 or Bank Account Holder, the Cardholder and/or Bank Account Holder must notify 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.

In the event of claims relating to unauthorised Card transactions, the Bank and the Card Issuer shall investigate the matter, as appropriate, and the Card Issuer may 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 Bank no later than the Due Date. In accordance with the terms set out in the Bank's Credit Terms and Conditions Appendix, the Bank 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.

4. FOREIGN CURRENCY TRANSACTIONS

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 transaction 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 Terms and Conditions.

5. FEES AND COMMISSIONS

All fees and commissions payable by the Bank Account Holder to the Card Issuer in association with the Card and its usage are displayed on the card price index provided to the Cardholder and Bank Account Holder at the time they completed the application form and available upon request at the Bank.

The fees and commissions may be amended in accordance with Article 11 of these Terms and Conditions.

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 Bank or 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 Charge 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 Account Holder is expected or has occurred, or the Bank is aware that the Bank Account will be closing, the Bank reserves the right to temporarily block the Card. In this case, the Bank shall inform 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 Bank shall arrange for the Card to be unblocked or replaced.

For the avoidance of doubt, the Card Issuer shall follow the Bank's instructions (subject to the provisions on blocking or confiscation of the Card in these 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.

The Card Issuer reserves the right to temporarily block the Card if the Bank fails to fulfil its obligations towards the Card Issuer with respect to settlement of the Card Account balance in a timely manner. In this case, the Card Issuer shall inform 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 arrange for the Card to be unblocked or replaced. The Cardholder has no legal recourse against the Card Issuer for blocking of the Card in this scenario.

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 and the Bank Account Holder 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 remain liable for any loss resulting from an unauthorised Card transaction under the following circumstances and subject to the following conditions:

- Up to £35, for losses resulting from unauthorised Card transactions in case of loss or theft of the Card;
- For all losses resulting from unauthorised Card transactions in case of Card misuse, for example, where the Cardholder has given the Card or Card number to someone else to use.

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 inherence element (e.g. mobile device with application for Card transaction 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., OTP) shall be used for online Card transactions and not the inherence element stored on the mobile device.

9. TERMINATION OF THE AGREEMENT

The Charge 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 Bank.

Each of the Card Issuer and the Bank may terminate the Charge 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 Charge 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 Charge Card Agreement by either party terminates the Charge 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 and fees. 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. PROCESSING OF PERSONAL DATA AND DATA PROTECTION

With respect to any personal data that the Bank processes under these Terms and Conditions, in its capacity as data controller, the Cardholder acknowledges that he/ she has been notified about this processing through the privacy notification the Bank provides to clients/ prospective clients, a copy of which has been provided to the Cardholder and/ or has been uploaded on the Bank's website.

With respect to any personal data that the Card Issuer processes under these Terms and Conditions, in its capacity as data controller, the Cardholder will receive the Card Issuer's "Data protection notice" after the Card Account creation, and/ or a copy of which has been uploaded on the Card Issuer's website.

11. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS OF BUSINESS

The Cardholders shall be notified of any amendments to these Terms and Conditions via the communication channel agreed between the Bank and the Cardholder and Account Holder 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 Charge Card Agreement in accordance with clause 9 of these Terms and Conditions.

12. COMMUNICATION

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

13. 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 these Terms and Conditions.

The Cardholder hereby agrees and authorises the Bank to transmit all necessary documentation and information to the Card Issuer for the purposes described herein.

14. APPLICABLE LAW - PLACE OF JURISDICTION

This Agreement and its interpretation shall be exclusively governed by and interpreted in accordance with the laws of England and Wales. All disputes arising from these Terms and Conditions shall be subject to the exclusive jurisdiction of English courts. The Bank and the Card Issuer may also bring claims before any other competent court.

15. COMPLAINTS

The Cardholder and/or the Bank Account Holder should contact the Bank if they do not believe they have received the standard of service they expect, or if they think the Bank has made a mistake. If the Cardholder is not happy with the way that the Bank deal with their complaint, they may be able to refer their complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to complaint.info@financial-ombudsman.org.uk. Cardholders can find out more about the Financial Ombudsman service on their website www.financial-ombudsman.org.uk.

If Cardholder thinks the Card Issuer has failed to meet its legal requirements under the Payment Services Regulations ("PSRs") they should contact the Card Issuer. They may have the right to complain to the Commission de Surveillance du Secteur Financier (CSSF), L-2991 Luxembourg, reclamation@cssf.lu, using the contact details on their main contact page www.cssf.lu. The PSRs require the Card Issuer to provide Cardholders with appropriate information about their Card transactions and consider complaints in a timely manner, among other things.

16. CARDHOLDERS RIGHT TO WITHDRAWAL

Cardholders can withdraw from these Terms and Conditions (without giving any reason) by giving the Bank written notice within 14 days starting after the day of signing the Agreement.

17. MISCELLANEOUS

Should any of the provisions of this Charge 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 in the Bank's Credit Terms and Conditions Appendix

Contact details of the Card Issuer:

Avanzia Bank S.A., 9, rue Gabriel Lippmann, L-5365 Munsbach Trade Register RCS Luxembourg, No. B109476

Phone: +352-261574

Email: service@mycapitolcards.com

Supervisory authority of the Card Issuer:

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 (www.cssf.lu).