

GENERAL TERMS AND CONDITIONS
governing the provision and use of a debit card,
as well as the “V PAY” service
issued by
BANQUE RAIFFEISEN

These general terms and conditions govern the provision of a debit card by Banque Raiffeisen and the use of the card by the clients of Banque Raiffeisen, a cooperative company (hereinafter the “credit institution”), as well as the “V PAY” service.

A. DEFINITIONS

For the purposes of these general terms and conditions of use, the terms below will have the following meanings:

- “consumer client”: an individual who, when using a card, acts for a purpose other than their trade, business or profession.
- “client”: the person who holds an account and/or card.
- “card”: the debit card.
- “issuer”: Banque Raiffeisen, the issuer of the card.
- “PIN”: the cardholder’s personal identification number in numerical form.
- “cardholder” or “representative”: the individual in whose name and for whose use a card has been provided.
- “account holder”: the person(s) who hold(s) an individual or joint current account with Banque Raiffeisen, from which the payments made by card are debited.
- “current account”: the bank account from which the payments to be made as a result of the use of one or more cards are debited.
- “NFC” (Near Field Communication) functionality: a wireless communication technology enabling the cardholder to carry out a payment transaction simply by bringing the card into proximity with a contactless terminal, i.e. without physical contact between the card and the terminal.
- “contactless terminal”: an electronic payment terminal that has an “NFC” function enabling contactless payment transactions, i.e. without having to insert the card into the terminal.
- “contactless transaction”: a payment transaction carried out solely by bringing the card into proximity with a contactless terminal.
- “EEA currencies”: the currencies of the EU Member States, NOK, ISK and CHF.
- personal limits: weekly limits on cash withdrawals at ATMs or payments on POS terminals, depending both on the amount of the personal limits agreed between the credit institution and the cardholder and on the balance available at the time of each payment transaction considered individually.

B. GENERAL PROVISIONS

1. Debit card

To obtain a debit card, a current account must be held with Banque Raiffeisen.

The issuer will provide a card to persons who apply for one and who are approved by the issuer. The card will be sent to the future cardholder by post. The PIN will be sent in a separate letter. The card provided is personal and non-transferable.

2. Period of validity and providing a new card

The card is valid until the end of the month and year indicated thereon. At the end of the validity period, the cardholder must destroy the card. In the event of non-compliance with this provision, the account holder will be liable for all consequences that, in general, may result therefrom.

Unless otherwise notified by the cardholder two months before the card expires, it will be automatically renewed on the expiry date.

If all cards linked to a current account are not renewed, this contract will terminate automatically and the provisions of clause 13 shall apply in such case.

3. Withdrawal/return of the card

The issuer remains the owner of the card. The issuer is entitled to demand the return of the card at any time, merely by giving notice, without the need to state the reasons for its request. If the debit card is not renewed or is withdrawn, the overdraft facility agreed will be cancelled and the account holder will be obliged to repay any account overdraft and to henceforth maintain a credit balance on his current account. The card shall in all cases be returned to the issuer before the current account to which it is linked is closed. The closure of the account becomes final only after all cash withdrawals or transactions have been posted. The right of use is exercised by debiting the current account and transactions are treated as cash transactions.

4. Fee

An annual fee will be debited for use of the card, the amount of which will be communicated to the cardholder/account holder. The first fee for the card will be owed when the card is provided. The successive annual fees will be automatically debited from the current account indicated below and will be owed so long as the card renewal has not been cancelled, when it is renewed, within the deadlines specified in this contract.

5. Overdrafts

By obtaining a debit card, the account holder may be granted an overdraft facility, which he can use at any time by debiting his current account to this limit. Until further notice, the debit interest rate as well as the annual percentage rate of charge (APRC) applicable to this overdraft are indicated in the document entitled "Rates applicable to payment cards" which the account holder/cardholder represent having received a copy thereof or having reviewed it on the credit institution's website at <https://www.raiffeisen.lu/en/raiffeisen-bank/legal-notice>, and approve its content. Interest rate is calculated on the exact number of days the current account is overdrawn. If the account is overdrawn, an overdraft fee of 4.00% per annum, prorated to time, will be applied automatically to the unauthorised overdraft. This provision shall not be interpreted as constituting any right to an overdraft. It is agreed that overdrawn amounts are repayable immediately. Interest and fees are calculated quarterly.

An account holder who is granted a current account overdraft facility does not fall under the automatic credit regime.

6. Use of the card

The card is provided and issued pursuant to the instructions and in the interest of the account holder. The debit cardholder undertakes to use the card only within the limit of the balance on the account or the current account overdraft facility. The account holder is responsible for all payments the issuer makes in connection with the card. Accordingly, the account holder, as well as his heirs, undertakes jointly and severally to repay the issuer all sums it advances hereunder, plus interest, fees and charges of any kind, at the issuer's request and without the need for formal notice. At the account holder's request, the issuer may issue debit cards to representatives. The account holder will be responsible for any representative's use of the card.

7. Account statement; Complaints

Payment transactions made by the cardholder using the card will be shown on the statements for the current account from which they are debited. An account statement will be sent to the account holder at least once a month.

A holder of an account/card who does not submit an objection to the credit institution, in writing, about the information reported in the account statement, within thirty days from the dispatch thereof, will be deemed to have accepted such information and, consequently, loses his right to complain about any payment transaction that may have been unauthorised or defectively executed and that is reported on said account statement.

8. Proof of payment transactions made using the card

The cardholder/account holder has the burden of proving that a payment transaction executed was not authorised or was executed defectively. Regardless of the amount involved, presentation of the card is proof of an instruction given by the cardholder to the issuer to debit the amount of the payment transaction from the current account linked to the card, to the same extent as if the cardholder had given such instruction in writing. After presentation of the card, the cardholder may not object to the issuer debiting the known amount of the payment transaction from the current account linked to the card. The parties agree that the provisions of Article 1341 of the Civil Code (*Code civil*) will not apply in the event of a dispute and to allow transactions to be proved by all legal means permissible in commercial matters, including witness testimony and admissions. Electronic records of payment transactions held by the issuer or any other party shall be sufficient proof of payment transactions and shall have the same probative value as a written document.

9. Liability for unauthorised, defectively executed or non-executed payment transactions

Without prejudice to clause 11, in the event of an unauthorised payment transaction, the issuer shall immediately refund the amount of the unauthorised payment transaction to the account holder and, if applicable, restore the payment account debited to the state in which it would have been had the unauthorised payment transaction not taken place. The value date on which the account holder's payment account is credited shall be no later than the date on which it was debited.

In the event of the non-execution or defective execution of a payment transaction, the issuer responsible for proper execution shall promptly return to the account holder the amount of the non-executed or defectively executed payment transaction and, if applicable, restore the payment account debited to the state in which it would have been had the defective payment transaction not taken place. The value date on which the account holder's payment account is credited shall be no later than the date on which it was debited.

The issuer shall not be liable if it can prove to the cardholder that the payee's service provider received the amount of the transaction. At the client's request, the issuer, regardless of whether it is liable, shall endeavour to trace the non-executed or defectively executed payment transaction and shall notify the account holder of the result of this search, at no cost to the client.

10. Security rules

To prevent any fraudulent use of the systems, the cardholder commits keeping the card and his personal code in a safe place, keep his personal code secret, which must not be written on the card or on any document kept with the card, and take all reasonable steps to protect the security of his personalised security credentials. The code will be communicated to the cardholder in a printed letter on which the secret code will be hidden in a "scratch-off" panel. If the cardholder forgets the PIN, it may contact the issuer who will have the code reissued.

11. Unauthorised use in the event of loss, theft or misappropriation

The cardholder shall immediately report the loss, theft, misappropriation or other unauthorised use of the card or PIN to the central card-blocking service, which is available 24 hours a day (telephone: 49 10 10) or to the credit institution that holds the current account, so that measures to prevent fraudulent use of the card can be taken as soon as possible. The cardholder is also required to report the loss or theft of the card to the local police authorities.

The client shall use the card in accordance with these general terms and conditions and shall take all reasonable measures to keep his personalised security credentials secure.

The client shall be personally liable for all consequences that may result from the loss, theft, improper or fraudulent use, forgery or use of the payment instruments delivered to him or his representative.

12. Blocking a card

The issuer reserves the right to block a card immediately if any of the following situations occurs:

- if there are objectively justified concerns about the security of the card or creating a presumption of unauthorised or fraudulent use of the card;
- in the event any investigative or freezing measure against the cardholder/account holder is served by a national or foreign authority or a creditor;
- if there is a significantly increased risk that the client's creditworthiness has been compromised, that the client will be unable to meet his payment obligation and/or that the current account will not have sufficient funds;
- if it discovers that it may risk liability if it continues its relationship with its client, or that its client's transactions may be contrary to public policy or morality or risk damaging the reputation of the credit institution;

It may also notify the affiliated merchants and businesses and the licensed companies of its decision and request that they cease accepting the card.

In such case, the issuer will inform the cardholder before blocking the card (or immediately thereafter) and provide the reasons therefore, unless providing such information is not appropriate for objectively justified security reasons or is prohibited under EU or national legislation. The issuer will unblock the payment instrument or replace it when blocking it is no longer justified.

13. Termination of the contract – general provisions

The issuer, the account holder and the cardholder may terminate the contract between them, at any time, and without providing any reason.

Following termination, the account holder will be responsible for all payment transactions that were not yet debited from the current account linked to the card at the time of termination. Early termination will not interrupt the payment of contractual interest and does not confer the right to a refund, including a partial refund, of the annual fee paid.

If the contract is terminated, any overdraft facility granted will be cancelled, the holder(s) will be required to return the card(s), and the account holder will be obliged to repay any account overdraft and to henceforth maintain a credit balance on his current account.

14. Termination of the contract by the holder

If the account holder or cardholder terminates their contract with the issuer, they shall do so by registered letter or by submitting a written statement at the issuer's branches. As from such time, they shall cease using the card and shall return it to the issuer.

Termination of the contract by the account holder will automatically terminate any contracts concluded with additional cardholders and will result in the immediate cancellation of all cards linked to the contract. In addition, the debit interest rate will be increased to the rate applicable to an ordinary current account.

Termination of the contract by a cardholder who is not the account holder will not terminate the contract with the account holder and other cardholders.

The account holder is entitled to terminate the contract between the issuer and any additional card holder. In such case, they will remain jointly and severally liable for payment transactions made with such card until it is actually cancelled by the issuer.

If the holder terminates the contract less than two months before the expiry of the card, the next annual fee will nevertheless be owed.

15. Termination by the issuer

If the issuer terminates the contract with the account holder, it shall inform the account holder and the cardholder(s) by registered letter. Termination of the contract with the account holder will automatically terminate any contracts concluded with additional cardholders.

If the termination concerns a card other than the account holder's card, the holder of such card will be notified and the account holder will be informed thereof.

Upon notice of termination, or if applicable, as from the effective date of termination, the holder(s) shall cease using the card and shall return it to the issuer. However, the account holder and the holder of the cancelled card shall remain jointly and severally liable for transactions carried out after the notice of termination until the respective cards are actually returned to the issuer.

The obligation to pay for transactions made with the card will not be affected.

Any use of the card after the issuer has requested its return will, if necessary, result in appropriate legal proceedings.

In addition, the debit interest rate will be increased to the rate applicable to an ordinary current account. In addition, damages shall be payable at a flat rate of ten per cent of the outstanding amounts, with a minimum of EUR 300.00.

16. Governing law, Jurisdiction

The relationship between the issuer and the client is governed by Luxembourg law. The courts of the Grand Duchy of Luxembourg shall have sole jurisdiction over any dispute between the client and the issuer. However, the issuer may refer a dispute to any other court that would ordinarily have had jurisdiction over the client in the absence of the above election of jurisdiction.

17. Personal data

The issuer, which is the controller for the purposes of this personal data, undertakes to process this data in accordance with the applicable laws on the protection of individuals with regard to the processing of personal data. These processing operations are subject to the General Terms and Conditions governing the relationship between Banque Raiffeisen and its clients.

Data provided in connection with the subscription and use of the card and, if applicable, thereafter in connection with the management of payment transactions linked to the use of the card, will be processed by the issuer, in particular for the purposes of managing accounts and payments, granting and managing loans, commercial promotion of banking services (unless the holder of the card objects, upon request and free of charge), insurance and assistance, managing the relationship of the main holder of the card account and the cardholder, and verifying payment transactions and preventing irregularities and fraud, as well as managing any disputes or collections.

The cardholder expressly authorises the issuer and, if applicable V PAY, to transmit to third parties, i.e. all participating banks and merchants of the V PAY system, card manufacturers, card embossers, companies holding a V PAY licence and international clearing and authorisation services, his personal data necessary for the operation of the card in the V PAY network within and outside the European Union, as well as data required to ensure the security of payment transactions, in particular if the card is blocked.

This data may be provided to card printing service providers and insurance companies.

The General Terms and Conditions governing Banque Raiffeisen's relationship with its clients will apply to the processing of personal data unless otherwise provided.

18. Amendments to the general terms and conditions

The issuer may, at any time, merely by giving notice, propose amendments to these General Terms and Conditions as well as to the terms and conditions applicable to this contract. The issuer may inform the client of such amendments by e-mail, in account statements, by a post on its website or by any other means of communication at the issuer's discretion. The cardholder will be deemed to have accepted these amendments if he does not object, in writing, within 15 days from notice of the amendment or if he continues to use the card after notice of the amendment. The issuer reserves the right to make any change to the ATM and/or POS terminal usage limits by giving the cardholder notice thereof.

It is agreed that amendments reflecting a statutory or regulatory amendment will be binding on the client without prior notice. The credit institution shall also be entitled to add a new service or function at any time.

If the cardholder does not agree with the proposed amendments(s), he must exercise his right of termination within fifteen days from the date the amendment proposal is sent.

19. Application of the general terms and conditions

In addition to the provisions above, unless otherwise provided herein, the general terms and conditions governing Banque Raiffeisen's relationship with its clients shall apply in full.

20. Delivery of these general terms and conditions to the client

The cardholder/account holder is entitled to receive a copy of these general terms and conditions, as well as the information referred to herein, at any time during the contractual relationship, in paper format or, if applicable, by e-mail.

C. "V PAY" SERVICE

21. Description

The "V PAY" service is designed to enable clients to carry out, in Luxembourg and abroad, certain banking transactions through a network of automated teller machines (ATMs) and payment transactions through a network of point-of-sale (POS) terminals.

The "POS terminals/ATMs" are accessed either by inserting a smart card into the device and entering a confidential personal identification number (PIN) using the keyboard, or merely by bringing the card into proximity with a contactless terminal and, if necessary, by inserting the card and/or entering a confidential personal identification number (PIN).

The issuer undertakes that this personal code will only be disclosed to the cardholder.

Cash withdrawals and other payment transactions are carried out by debiting a current account and are treated as cash transactions. Ordinarily, transactions are posted to the current account within ten business days from the date of the transaction, if they are carried out in Luxembourg.

22. Cash withdrawals at ATMs

Cash withdrawals using the “ATM” network are limited, per current account and per period of seven calendar days, to the amount stated on the involved Card application form. At the cardholder’s request, this weekly usage limit may be lowered or raised at a branch by the mutual agreement of the credit institution, the cardholder and, if applicable, the account holder, in accordance with the limit amounts established by the credit institution. The right of use may be exercised only to the extent such use is covered by the current account or an existing overdraft facility, without exceeding the usage limit.

The account holder authorises the issuer to debit from the current account the amount of cash withdrawal transactions carried out using the card and posted under his number with the “V PAY” service. Proof of transactions and the correct execution thereof is provided by the records made by the ATMs and stored at the electronic transfer centre to which the issuer has delegated the management of the services.

Use of the card requires participation in an international payment network, which may require processing the personal data encoded on the card, in accordance with the laws in force in the relevant countries.

23. Payments using POS terminals

Payment transactions on the entire POS terminal network are limited, per current account and per period of seven calendar days, to the amount stated on the involved Card application form. At the cardholder’s request, this weekly usage limit may be lowered or raised at a branch by the mutual agreement of the credit institution, the cardholder and, if applicable, the account holder, in accordance with the limit amounts established by the credit institution. The right of use may be exercised only to the extent such use is covered by the current account or an existing overdraft facility, if any, without exceeding the usage limit set.

The account holder authorises the issuer to debit from the current account the amount of payment transactions carried out using the card on the “POS” terminal network and posted under their number with the “V PAY” service. Proof of payment transactions and the correct execution thereof is provided by the records made by the POS terminals and stored at the electronic transfer centre to which the issuer has delegated the management of the services.

24. Personal limits

In addition to the usage limits specified in clauses 22 and 23 above, the limit amount which is stated on the involved card application, the cardholder may be granted personal weekly limits for cash withdrawals at ATMs and payment transactions on POS terminals. These limits depend both on the amount of the personal limits agreed between the credit institution and the cardholder and on the balance available at the time of each payment transaction considered individually. However, the credit institution may reserve the right to set maximum amounts for both cash withdrawals at ATMs and payment transactions on POS terminals.

25. Revocation of a payment order

The cardholder may revoke payment orders given using the card only with the consent of both the issuer and the payee.

The issuer may charge the cardholder/account holder a fee for revoking a payment order.

26. NFC functionality

The NFC functionality enables cardholders to make contactless payment transactions exclusively on contactless terminals.

The cardholder accepts and acknowledges that their consent to a contactless payment transaction is granted merely by bringing the card into proximity with the contactless terminal. Inserting the card and/or entering the PIN may be required depending on the amount of the payment transaction and the number of contactless payment transactions carried out.

Contactless payment transactions may only be carried out up to the limit defined by the contactless terminal. If the amount of a payment transaction exceeds this limit, inserting the card into the contactless terminal and entering the PIN will be required. In all cases, the cardholder shall comply with the instructions displayed on the contactless terminal.

The NFC functionality is enabled at the time of the first payment transaction in online mode by inserting the card into the POS terminal or ATM and entering the PIN. The account holder may request that the credit institution disable, and subsequently re-enable, the NFC functionality. Disabling the NFC functionality will be effective only for the card in circulation.

If the card is renewed, it will be issued under the same conditions, i.e. with the NFC functionality enabled or disabled as before the renewal of the card. If the card is replaced, it will be necessary to enable the functionality again.

D. CARD PROVIDED TO HOLDERS WHO ARE MINORS

27. Description

This card grants access to the “V PAY” service in accordance with the above general terms and conditions.

28. Usage limits

The maximum weekly amount of cash withdrawals at ATMs and POS terminal payment transactions is established by mutual agreement with the legal representative and is stated below.

29. Legal representative's authorisation and guarantee

The issuance of this card requires the prior approval of the minor's legal representative. The legal representative guarantees that the minor cardholder will ratify the use of the “V PAY” service when he reaches the age of majority. The undersigned legal representative guarantees the credit institution and undertakes, in a personal capacity, to be jointly and severally liable with the minor holder, to repay all sums of principal, interest and costs owed, or any overdraft on the current account of the minor cardholder, as a result of the use of the card. Their heirs shall also be jointly and severally liable, and the credit institution shall be entitled to demand repayment of its claim in full from each of them. The guarantor shall not be entitled to assert any exception or reservation against the credit institution.

E. SPECIAL PROVISIONS APPLICABLE TO PAYMENT SERVICES OFFERED TO CONSUMER CLIENTS

The provisions of this section apply only to payment transactions carried out by consumer clients within the European Economic Area using a card, in euros, if the other payment service provider is located in a Member State of the European Union, Iceland, Norway, Liechtenstein, Switzerland, San Marino or Monaco. The provisions of sections A to D shall continue to apply to consumer clients so long as the provisions of this section do not differ therefrom.

30. Renewal of the card

Up to one month before the card expires, the cardholder may notify the issuer that he does not intend to renew the card.

In such case, no fee will be debited from the current account indicated below.

31. Withdrawal/return of the card

The issuer may request the cardholder to return the card, without having to provide any reason, by giving two months' prior notice. In such case, the issuer shall refund to the account holder a portion of the annual fee pro rata the number of months remaining between the date of return indicated in the request and the date on which the next annual fee is scheduled to be debited.

Without prior notice, the issuer may withdraw the card(s) provided for the relevant current account and block all subsequent transactions by the cardholder in the following cases:

- if there are objectively justified concerns about the security of the card or creating a presumption of unauthorised or fraudulent use of the card;
- in the event any investigative or freezing measure against the cardholder/account holder is served by a national or foreign authority or a creditor;
- if there is a significantly increased risk that the client's creditworthiness has been compromised, that the client will be unable to meet his payment obligation and/or that the current account will not have sufficient funds;
- if it discovers that it may risk liability if it continues its relationship with its client, or that its client's transactions may be contrary to public policy or morality or risk damaging the reputation of the credit institution.

It may also notify the affiliated merchants and businesses and the licensed companies of its decision and request that they cease accepting the card.

The issuer will inform the cardholder, in the agreed manner, of the withdrawal of the card and the reasons therefore, if possible before the card is blocked and no later than immediately thereafter, unless providing such information is not appropriate for objectively justified security reasons or is prohibited under other relevant EU or national legislation.

32. Annual fee

The annual fee is subject to change by giving the cardholder two months' prior notice in writing.

The cardholder shall be deemed to have accepted the change if he does not inform the issuer, in writing, before the effective date of the new price that he does not accept the proposed changes. Refusal of the change will, automatically and without the need for any formality, result in the termination of the contract and require the cardholder to return the card to the issuer. As from the time notice is given of the change, including before the proposed effective date thereof, the cardholder will be entitled to terminate this contract immediately and without charge.

33. Account statement; complaints

An account holder/cardholder who does not submit an objection to the issuer, in writing, about the payment transactions shown in the account statement, without undue delay or no later than thirteen months from the date of the relevant debit, will be deemed to have accepted them. Failure to give such notice within the required deadlines and in the required form will result in the loss of his right to complain about a possibly unauthorised or defectively executed payment transaction reported on said account statement.

34. Liability of the issuer in the event of unauthorised payment transactions

The cardholder may be required to bear losses, up to a maximum of EUR 50, from any unauthorised payment transaction resulting from the use of a lost or stolen card, the misappropriation of a card, or if the cardholder has failed to keep their personalised security credentials secure. This paragraph will not apply if (i) the loss, theft or misappropriation of the card was not detectable by the cardholder before the payment transaction, unless the cardholder acted fraudulently or (ii) the loss was caused by an act or failure to act of an employee, agent or branch of a payment service provider or an entity to which its activities are outsourced.

After the notice provided for in clause 11 of these general terms and conditions, the cardholder will not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument, unless the cardholder has acted fraudulently.

35. Proof of transactions carried out

If a cardholder denies having authorised a payment transaction that has been executed or claims that a payment transaction has not been executed correctly, the issuer will bear the burden of proving that the relevant payment transaction was authenticated, duly recorded and posted and was not impacted by any technical or other deficiency.

36. Termination of the contract

The issuer may, without giving any reason, terminate the contract by giving two months' prior notice. In such case, the issuer shall refund to the cardholder/account holder a portion of the annual fee pro rata the number of months remaining between the date of termination and the date on which the next annual fee is scheduled to be debited.

The issuer may terminate the contract without notice in the following cases:

- if there are objectively justified concerns about the security of the payment instrument or creating a presumption of unauthorised or fraudulent use of the payment instrument;
- in the event any investigative or freezing measure against the cardholder/account holder is served by a national or foreign authority or a creditor;
- if there is a significantly increased risk that the client's creditworthiness has been compromised, that the client will be unable to meet his payment obligation and/or that the current account will not have sufficient funds;
- if it discovers that it may risk liability if it continues its relationship with its client, or that its client's transactions may be contrary to public policy or morality or risk damaging the reputation of the credit institution;
- a breach of the provisions of this contract.

It may also notify the affiliated merchants and businesses and the licensed companies of its decision and request that they cease accepting the card.

37. Amendment of these special provisions

The issuer may, merely by giving two months' prior notice, propose amendments to these special provisions applicable to payment services offered to consumer clients. The issuer may inform the client of such amendments by e-mail, in account statements, by a post on its website or by any other means of communication at the issuer's discretion. The cardholder shall be deemed to have accepted the amendment if he does not inform the issuer, before the proposed effective date of the amendment, that he does not accept the amendment.

Refusal of the amendment will, automatically and without the need for any formality, result in the termination of the contract, without charge to the holder, and require the holder to return the card to the issuer.

F. SPECIAL PROVISIONS APPLICABLE TO THE PROVISION AND USE OF A DEBIT CARD, AS WELL AS THE "V PAY" SERVICE, LINKED TO PAYMENT ACCOUNTS WITH BASIC FEATURES APPLICABLE TO CERTAIN "CONSUMER" CLIENTS

The provisions of this section apply to any individual who legally resides in the European Union, who acts for purposes unrelated to a commercial, industrial, craft or liberal activity, who has the right to reside in a Member State under European Union or national law, including individuals without a fixed address and asylum seekers under the Geneva Convention of 28 July 1951 relating to the Status of Refugees, its Protocol of 31 January 1967 and other relevant international treaties, and who requests a debit card and "V PAY" service linked to a **payment account with basic features**.

In such case, clauses 5 and 15 of these general terms and conditions are not applicable, whereas clauses 3, 13, 31 and 36 are superseded or supplemented by the following provisions:

Withdrawal/return of the card

The issuer remains the owner of the card.

Termination of the contract – general provisions

The account holder and the cardholder may terminate the contract binding them, at any time, and without providing any reason.

Following termination, the account holder will be responsible for all payment transactions that were not yet debited from the current account linked to the card at the time of termination. Early termination will not interrupt the payment of contractual interest and does not confer the right to a refund, including a partial refund, of the annual fee paid.

If the contract is terminated, the holder shall be required to return the card.

Withdrawal/return of the card

In derogation of clause 31, paragraphs 1 and 2, the issuer shall be entitled to demand the return of the card linked to a payment account with basic features from its holder:

- without having to provide any reason, by giving two months' written notice, if at least one of the following conditions is met:
 - No payment transactions have been posted to the payment account for more than twenty-four consecutive months;
 - Loss of the status of consumer legally residing in the European Union;
 - Opening of a second payment account in Luxembourg.
- without prior notice, in writing, effective immediately, if at least one of the following conditions is met:
 - Use of the payment account for illegal purposes;
 - Provision of inaccurate information when opening the account, if accurate information would have shown that the individual did not have this right.

Termination of the contract

In derogation of clause 36, paragraphs 1 and 2, the issuer shall be entitled to terminate this contract relating to linked to a basic-services payment account:

- without having to provide any reason, by giving two months' written notice, if at least one of the following conditions is met:
 - No payment transactions have been posted to the payment account for more than twenty-four consecutive months;
 - Loss of the status of consumer legally residing in the European Union;
 - Opening of a second payment account in Luxembourg.

- without prior notice, effective immediately, if at least one of the following conditions is met:
 - Use of the payment account for illegal purposes;
 - Provision of inaccurate information when opening the account, if accurate information would have shown that the individual did not have this right.