

Debit Card Special Conditions

These special terms and conditions were registered in Brussels's office, volume 308, folio 16, box 14 on 28/08/2018 and will come into force on 10 September 2018, except with respect to the cards issued before 10 September 2018 to which these special terms and conditions will apply only as of 10 November 2018 replacing the previous Debit card special terms and conditions (of 11 January 2011).

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> 1. Definitions.

1.1. The Card :	the debit card issued by Keytrade Bank. The card is a Payment Instrument as defined in Article 46.6 of the General Terms and Conditions. It is individual and strictly personal.
1.2. The Bank :	Keytrade Bank, a subsidiary of Arkéa Direct Bank, a Limited Company with a Board of Directors and a Supervisory Committee governed by French law, the registered office of which is located at Tour Ariane, 5, place la Pyramide 92088, Paris-La-Défense, listed in the Nanterre Trade & Companies Register under no. 384 288 890. The Bank is established at Boulevard du Souverain/Vorstlaan 100, B-1170 Brussels, and registered with the Brussels Register of Companies under number BE 0879.257.191. It is acting in its capacity as issuer of the cards.
1.3. The Company :	Atos Worldline SA, managing company of Bancontact payment systems and of transactions made on these networks..
1.4. MasterCard Europe	MasterCard Europe SPRL, the company that manages the network of automatic teller machines and payment terminals located abroad and which constitute the Maestro network.
1.5. The Account :	the current account opened with the Bank to which the Card is linked.
1.6. The Account holder :	the Customer and holder or joint holder of the current account opened with the Bank to which the card is linked..
1.7. The Cardholder :	The Cardholder: the private individual living in Belgium in whose name the card is issued.

The other terms in upper case initial letters appearing in these terms and conditions have the same definitions as those given in the General Terms and Conditions of the Bank (hereinafter the «General Terms and Conditions»), unless otherwise set out below.

> 2. Information.

A debit card application may be sent to the Bank, in accordance with the terms and conditions set out in Article 5 below.

Once accepted by the Bank, together with these Special Terms and Conditions, the “Payment Product and Service Offer” document, the “Tariffs” and the General Terms and Conditions (insofar as these are not overridden by these Special Terms and Conditions), it forms the “Agreement” entered into between the Bank, on the one hand, and the Account holder/Cardholder, on the other. The card application entails acceptance of the provisions of the Agreement by the Account holder/Cardholder.

In the event of any contradiction or discrepancy between the General Terms and Conditions and these Special Terms and Conditions, the latter prevail.

The provisions of Article 5 of the General Terms and Conditions relating to Agreements concluded between the Bank and the Customer apply in the event that this Agreement is concluded at a distance with the Account holder/Cardholder remotely.

During the term of this Agreement, the Account holder/Cardholder may at any time request a copy of the Agreement in a material format.

These Debit Card Special Conditions are available in Dutch, French or English at the choice of the Account holder/Cardholder. In the event of any difference between these language versions, the French version shall prevail. The Account holder/Cardholder may communicate with the Bank in any of these languages. All agreements are archived by the Bank and the Account holder/Cardholder may, should the latter so request, obtain a copy or duplicate of the agreement from the Bank.

> 3. Possible Uses and Limits.

The card may be used as an electronic payment card only within the limits and in accordance with the terms and conditions of use detailed in the “Payment Product and Service Offer” document, as applicable at the time of use of the card and for Transactions that do not infringe the law. In accordance with Article 8 of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions, the Cardholder has a choice, with a retailer, of the payment brand and application (Bancontact or Maestro) when both applications are available for a Payment Transaction completed with the card.

The card may be used only by the Cardholder.

The debit card may also be used for online payments. To do this, the Account holder/Cardholder must activate his or her e-commerce code on the Transaction Site.

The card may be used up to the last day of the month and year stated on the card (expiry date).

The list of countries in which the card may be used is available on the Bank website. It is possible to activate the card for use outside Europe via e-mail at the address cards@keytradebank.com.

In no event may the Payment Transactions completed with the card exceed the available balance on the account. It is for the Cardholder to ensure that the said account has a sufficient balance available and to maintain this until the corresponding debit is collected. Payment Transactions carried out at Bancontact or Maestro ATMs and payment terminals shall furthermore be reduced to the standard spending limits determined by the Bank. For Payment Transactions made abroad, the manager of the local network shall also have the right to impose its own spending limits. The Account and/or Cardholder can get further information about this from the Bank.

The Bank shall act on a written request from the Account holder/Cardholder, made via a Notification, with regard to amending the spending limits applicable to the Card within existing standard spending limits, as quickly as possible from receipt of said Notification.

> 4. Minors.

A debit card, which may be used under the terms and conditions and limits detailed in the "Payment Product and Service Offer" document, may be granted to a minor under the following terms and conditions:

- The Cardholder must be at least 12 years old at the time of the request.
- The minor must be the Holder or Joint-Holder of the Account.
- The application must be signed by one of his or her legal guardians.

If a legal ruling modifies the management of the minor's assets, a copy of said legal ruling must be immediately sent to the Bank.

The legal guardian(s) shall be jointly and indivisibly responsible for the correct execution of the transactions performed by the minor with his or her debit card.

> 5. Request and provision of the Card and the code.

The Card may be requested at any time from opening a bank account by ticking the box provided for this purpose in the document "Application to open a bank account" or through an online request or, at a later date, through the document "Application for a debit card". For an authorised representative, the application may only be made through the document "Application for a debit card".

The Cardholder may be the Account Holder himself or herself, or a person granted power of proxy over the Account. In this case, the Bank will issue a card for this authorised representative only after his or her agreement and that of the Account holder. The Bank will remain the owner of the Card at all times.

From the time when the aforementioned documents are completed, signed and Notified to the Bank in accordance with the instructions provided, the application will be considered by the Bank. The Bank reserves the right to refuse approval of the application without being required to provide an explanation.

If the application is approved and the account has the minimum balance stated in the documents, the card shall be sent to the correspondence address of the Cardholder as entered in the documents, or to any other address Notified by the Cardholder to the Bank.

For security reasons, on receipt, the Cardholder must immediately sign the Card with a ball-point pen.

The Cardholder will by separate post receive a sealed envelope containing the confidential PIN number allowing the card to be used. This PIN represents the Card's electronic signature and is equivalent to a signature in respect of applicable legal provisions and in particular with regard to Article 1322 of the Civil Code. The PIN is strictly personal and non-transferable and is only usable with the card to which it is linked. The PIN can be changed at most Bancontact ATMs. If the Cardholder forgets his or her PIN, he or she can request a new one from the following e-mail address: cards@keytradebank.com

The Bank bears the risk related to the dispatch of the Card and the confidential PIN allowing its use.

The Cardholder should activate his or her card by using the functions provided for this purpose at the Bank Transactional Site. The card will be activated within 24 hours.

> 6. Payment Transaction Approval and Cancellation.

By (i) entering the Card PIN at Bancontact or Maestro ATMs and payment terminals, (ii) showing the card and holding it in front of a device identifying the presence of contactless technology, (iii) the use of any other means or system enabling the use of the card, or (ii) the signature (handwritten or electronic) of a transaction slip, on paper or any other medium, relating to a Payment Order initiated by the Card, the Account Holder/Cardholder gives his or her irrevocable consent to the Bank or, if applicable, to the Payee of the Payment Transaction relating to the Payment Transaction in question.

Once this consent has been given, the payment order is irrevocable.

> 7. Risks

The Account holder/Cardholder is aware that using the Card may give rise to specific risks linked in particular to (i) technical problems with ATMs, payment terminals or the entire network, or the Internet, that may prevent the Card from being used, or (ii) abusive, fraudulent or unauthorised use of the Card by third parties, for example upon the theft, loss or forgery (such as skimming, which consists of fraudulently copying Card or PIN data) of the Card or code.

> 8. Costs.

For any information relating to the costs relating to the Card, its use or blocking, the Account holder/Cardholder can refer to the Tariffs brochure available on the website or free of charge from Bank branches.

The Bank may modify these Tariffs at any time in accordance with the provisions of Article 48.1 of the General Terms and Conditions.

> 9. Cardholder Commitments and Responsibilities.

The Cardholder is jointly and indivisibly responsible with the Account holder for the payment of any amounts owing due to the use of the Card bearing his or her name.

The Cardholder also undertakes to comply with the following precautionary measures and any other reasonable precautionary measure, and more

specifically any measure recommended to the Customer by the Bank via the website or otherwise, to ensure the security and confidentiality of the Card and related PIN:

1. Taking the appropriate steps when submitting a card application to ensure that he or she personally takes receipt of the Card and the PIN issued by the Bank;
2. On receipt, signing the back of the Card in the space provided for this purpose with a ball-point pen and modifying his or her PIN (without using simple combinations such as a date of birth, the name of someone close and so on), memorising the PIN and destroying the letter on which the PIN has been supplied immediately;
3. Keeping his or her Card in a safe place and not leaving it accessible or visible to third parties;
4. Keeping his or her PIN secret and in no circumstances providing it to third parties, including family and friends, and not writing it in an easily recognisable form and not even in a coded one and in particular not on the card or any document or object kept close to or carried with the Card. The Cardholder bears full responsibility for the provision of his or her PIN and/or Card to third parties and, in this event, the use of the Card by third parties;
5. Using the PIN and the Card only in safe places out of the view of others and not allowing him or herself to be distracted and more generally taking all reasonable steps to ensure the security of the Card;
6. Returning the card to the Bank immediately on first request or in the event of the Card malfunctioning or if a new one is delivered, after having cut the previous Card in two; and
7. Immediately notifying Card Stop (in Belgium: 070 34 43 44 (max. EUR 0.30 per minute). Abroad: 00 32 70 34 43 44 (tariff set by operators abroad) if any event occurs that could give rise to fraudulent, abusive or unauthorised use of the Card or PIN or in the event of any concern in this respect, in particular in the event of loss, theft or fraudulent use with a view to having it blocked immediately. In the event of a dispute, the data recorded when Card Stop is telephoned will have evidential value. The holder must declare the loss, theft or abusive use of the Card to the appropriate authorities as quickly as possible and provide the Bank with proof of such a statement on request, as well as any other information that may be useful to their enquiries.

> 10. Account holder Commitments and Responsibilities.

The Account holder is jointly and indivisibly responsible with the Cardholder for the payment of any amount appearing on the expenditure statement of the Card or Cards linked to the account.

The Account holder undertakes to assume all responsibility for, and to bear all the financial and other consequences of, the Payment Transactions completed using the card and generally, for and of any use of the card by the Cardholder or by a third party to whom the card has been transferred in breach of the personal nature of the card, as if he or she had completed said transactions himself or herself.

All Payment Transactions made by the Cardholder or a third party to whom the Card may have been given shall be thus irrevocably presumed to have been carried out with the agreement of the Account holder.

The Account holder gives his or her explicit agreement that the Payment Transactions made with the Card shall be debited from the account, along with the costs detailed in Article 8.

The Account holder acknowledges the validity of the terms of consent to a Payment Transaction as detailed in Article 3 of these terms and conditions and, in particular, he or she acknowledges the validity of the electronic signature through the introduction of the PIN code in ATMs and payment terminals, or by any other appropriate means or system enabling the use of the card, along with the validity of the signature of a transaction slip or through any other suitable electronic device. He recognises that these signatures satisfy the conditions provided in Article 1322, paragraph 2, of the Civil Code and have the same evidential value as an original handwritten signature on a paper support.

Moreover, he or she undertakes to respect all the obligations detailed in Article 9 if he or she is also the Cardholder.

> 11. Bank Commitments and Responsibilities.

The Bank/Company undertakes to adopt all useful measures to prevent any use of the card after Card Stop is informed of the loss, theft or unauthorised use of the Card.

Except in the event of criminal intent or gross misconduct by the Bank, the Bank may not be held liable (i) for losses due to malfunctioning or any other technical problem with an ATM, payment terminal or network that leaves the Cardholder unable to initiate a Payment Transaction, either in his or her own right or via a Payee, if the Cardholder has been informed of the malfunction by a sign appearing on the device or in another visible manner, (ii) regardless of the reason, when a retailer, company or bank does not authorise use of the Card, or when the Card has not been accepted for technical reasons.

The Bank/Company's obligations as to the possible uses of the card are obligations of diligence and not obligations of result. In the event of a dispute between the Account holder/Cardholder and a retailer or person connected to the payment network regarding a transaction or product or service to which this transaction relates, the Bank may not be asked to intervene.

> 12. Abusive or Unauthorised Use of Card by Third Parties.

Without prejudice to the requirement to inform Card Stop immediately of events outlined in Article 9, point seven (hereinafter the "Notification") and in accordance with Article 57.1 of the General Terms and Conditions, the Account holder/Cardholder must inform the Company of any unauthorised Payment Transactions made with the Card immediately and at the latest 13 months after the date of the debit or credit of the Payment Transaction concerned via a statement on the Company website (<http://www.macarte.be>, Support section, Disputes sub-section), as well as via notification to the Bank in accordance with the terms and conditions as stipulated in Article 13.1 of the General Terms and Conditions. Any request for correction or reimbursement submitted after this, or which does not follow the terms and conditions of the above procedure shall not be admissible, unless the Bank has failed to provide the Customer with the information regarding the relevant Payment Transaction in accordance with Article 41.1.

Provided it has been informed of this in accordance with the first paragraph, the Bank must, in the event of an unauthorised Payment Transaction, immediately refund the amount of the unauthorised Payment Transaction or, if applicable, return the account to the position in which it would have been if the unauthorised Payment Transaction had not taken place, plus any interest on this amount, if applicable, unless the Bank has good

reason to suspect fraud, and unless it communicates said reason in writing to FPS Economy. In addition, the Bank will pay for any other financial consequences, specifically the amount of expenditure borne by the Account holder in determining the amount for which there is entitlement to compensation.

By derogation from the above, and up to the Notification, the Cardholder is liable, up to a maximum value of EUR 50, for the consequences resulting from unauthorised Payment Transactions carried out using a Payment Instrument which has been lost, stolen or used fraudulently. This limitation does not apply, and as such the Account holder will bear all losses incurred, if these result from the Account holder/Cardholder having acted fraudulently or failed, willingly or due to gross negligence, in one of his/her obligations regarding use of the Card or PIN and the security measures to be followed or the Notification to be provided to the Company as outlined above. Without prejudice to the supreme discretion of the judge and the need to take into account all actual circumstances, non-compliance of the Account holder/Cardholder with the precautionary measures 1, 2, 4, 5 and 7 in Article 9 above may in particular be considered as gross negligence. The Bank shall provide elements in order to prove the fraud or gross negligence committed by the Customer. The Bank further draws the attention of the Account holder to the fact that this list is provided as an example only and that any other behaviour of the Account holder/Cardholder, whether or not it is expressly referred to in these terms and conditions, may be qualified as gross negligence, depending on all the circumstances under which it occurred or appeared, which finally, if applicable, will be assessed by the courts and tribunals.

The Account holder/Cardholder will not be held responsible if the loss, theft or fraudulent use could not have been noticed by the Customer before the payment, unless the Account holder/Cardholder acted fraudulently, or if the loss is due to actions or omissions by a salaried employee of an authorised representative or of a branch of the Bank or of an entity to which its activities are outsourced.

Unless the Account holder/Cardholder has acted fraudulently, nor will the Account holder/Cardholder be held responsible if the Bank does not require strong authentication of the Cardholder.

Once Notification occurs, the financial consequences of the use of a Card and/or PIN that has been lost, stolen or used fraudulently are borne by the Bank, unless the Bank provides proof that the Account holder/Cardholder has acted fraudulently.

The Bank's responsibility as outlined above does not apply in the event of an act of God (force majeure), or if the Bank or another payment service provider concerned is bound by other legal requirements set out in national or European Union legislation.

> 13. Non-execution or incorrect execution of a Payment Transaction.

In accordance with Article 58.1 of the General Terms and Conditions, the Account holder/Cardholder must also, in the event of non-execution or incorrect execution of a Payment Transaction, inform the Bank immediately and at the latest within 13 months after the date of the debit or credit Payment Transaction concerned, in accordance with the terms and conditions stated in Article 13.1 of the General Terms and Conditions.

If the Customer denies having authorised a Payment Transaction which has been carried out or claims that the Payment Transaction was not carried out correctly, it is for the Bank to prove that the Transaction in question was authenticated, duly saved and entered in the accounts and that it was not affected by any technical or other failure or the service provided by the Bank.

To the extent that the non-execution or incorrect execution of a Payment Transaction has been reported in the manner and within the timeframe set out in the first paragraph, in accordance with the provisions of Article 58 of the General Terms and Conditions and within the limits set by this, the Bank will bear responsibility for the non-execution or incorrect execution of Payment Transactions correctly initiated by the Cardholder or Payment Transactions correctly submitted to the Bank via the Payee.

The Bank's responsibility as outlined above does not apply in the event of an act of God (force majeure), or if the Bank or another payment service provider concerned is bound by other legal requirements set out in national or European Union legislation.

> 14. Card Renewal - Card Block.

The Account holder/Cardholder agrees to the Bank's renewal of the card, unless instructions to the contrary are sent by registered letter to the Bank at least three months before the Card expiry date.

In any case, the Bank reserves the right not to proceed with any renewal, without having to justify its decision.

In application of Article 13.4 of the General Terms and Conditions, the Bank in particular reserves the right to block or retain the Card when:

- (a) the card is defective;
- (b) the Cardholder has neglected to take back his or her card from the ATM or payment terminal;
- (c) when an incorrect PIN has been entered on three successive attempts;
- (d) a stop order has been submitted against the Card at the written or telephoned request of the Account holder, Cardholder or another authorised representative, for example in the event of loss, theft or fraudulent use of the Card;
- (e) the account has been blocked or closed;
- (f) In the event of the seizure of accounts;
- (g) If the account has an insufficient balance (as the case may be, after exceeding the limit of the credits possibly granted); or
- (h) In the event of death.

The Account holder/Cardholder accepts that there are costs when the Card is blocked in the cases (e), (f) and (g) in accordance with Article 8 of these terms and conditions

> 15. Proof.

Payment Transactions made with the Card are automatically recorded in the Bank's systems. The Bank and the Account holder/Cardholder acknowledge that data relating to the Payment Transactions made with the Card recorded in a durable electronic format by the Bank have evidential value until disproved, in the same way as an original written paper document signed by all parties.

In the event of Payment Transactions made with an ATM or payment terminal that generates a printed document containing information on the Payment Transactions and/or account balance, this information is solely indicative. The actual account balance may vary depending on other Transactions that may still be pending.

> 16. Privacy Protection.

Personal data regarding the Account holder/Cardholder communicated to the Bank when the card is requested or received, when the card is used, lost, stolen or used fraudulently, or if the risk of one of these events occurring is observed, when expenditure limits are modified or a new PIN is requested or when the agreement is terminated (specifically, inter alia, personal data regarding identity, address, personal status, Payment Transactions made with the Card or requests made in relation to this) are recorded in one or more of the Bank's files in compliance with applicable Belgian legislation. The Data Controller for these data is Keytrade Bank, a subsidiary of Arkéa Direct Bank, with its registered office at Boulevard du Souverain/Vorstlaan, 100, B-1170 Brussels. These data are processed when handling the card application and when managing the debit cards and Transactions carried out using the card, as well as for the purposes described in the Privacy Policy available at www.keytradebank.be, which also details the rights the Account holder/Cardholder has in this respect.

The Cardholder and the Account holder acknowledge that the application for and the use of the card mean that the Bank has access to their personal data necessary for the supply of the Payment Services associated with the card, processes them and retains them. By agreeing to execution of the Payment Transactions, the Cardholder and the Account holder agree to the collection, processing and retention of the said personal data in accordance with the Privacy Policy.

> 17. Duration and termination.

The agreement is concluded for an indeterminate period. It will automatically come to an end upon the expiry of the Card, unless it is renewed on its expiry date in accordance with the provisions of Article 14 above.

The agreement may be terminated by the Account holder/Cardholder at any time, at no cost, without explanation and subject to notice of three Days, by way of registered letter sent to the Bank's registered office. Upon termination of the agreement, all debts and receivables between the parties become immediately payable.

The Bank may put an end to this agreement with immediate effect, through notice sent on a physical medium, in the event of any serious violation committed by the Account holder/Cardholder under his or her obligations arising from this agreement.

The Bank will block the Card at the latest on the day the termination takes effect and the Account holder/Cardholder must immediately return the Card cut in two to the Bank, of his or her own accord.

Account closure automatically results in termination of this agreement, with immediate effect and without any further formalities. Without prejudice to the provisions of Articles 12 and 13 above, in the event of termination of the agreement, the Account holder and Cardholder remain wholly responsible for all Payment Transactions that have occurred by means of the Card before it is effectively returned to the Bank.

> 18. Modification of the Terms and Conditions.

The Bank may amend these terms and conditions at any time in accordance with Article 26 of the General Terms and Conditions.

Any Account holder/Cardholder who does not Notify the Bank of his or her rejection of the modifications before the date on which the amended terms and conditions take effect will be presumed to have accepted them and any Payment Transactions made by the Account holder/Cardholder using the Card after the amended terms and conditions take effect will be governed by these new terms and conditions.

Any Account holder/Cardholder, who does not accept the new terms and conditions may, before they take effect, immediately and at no cost, cancel the agreement by registered letter sent to the Bank's registered office and return the Card cut in two to the Bank. Within two days of the receipt of such a letter, the Bank will block the card.

The Bank shall terminate the agreement if the Account holder/Cardholder has Notified it of his or her rejection of the new amended Special Terms and Conditions, without terminating the agreement himself or herself.

> 19. Non-consumer.

Without prejudice to Article 45.3 of the General Terms and Conditions, the following provisions of these Terms and Conditions are not applicable to legal entities or to natural persons who have applied for a card or who carry out Payment Transactions using the card in the context of their commercial or professional activity: Article 2(4) and (5), Article 12(3) to (5) inclusive (the exclusions and restrictions on responsibility provided for in these provisions in favour of the Account holder/Cardholder not being applicable), and the provisions relating to the Bank's responsibility referred to in Article 12(2) and Article 13(2) above. Lastly, the notifications outlined in Article 12(1) and Article 13(1) above must be made by the aforesaid persons immediately, and at the latest within 5 days, in accordance with the provisions of Article 15.1 of the General Terms and Conditions regarding complaints and claims, and these persons may not take advantage of the 13-month period outlined in Article 12(1) and Article 13(1).

> 20. Complaints and appeals.

Complaints can be sent to the Bank by sending an e-mail to the Customer Services Department at info@keytradebank.com or by telephone on +32 (0)2 679 90 00.

If the proposed solution is deemed unsatisfactory, Customers may lodge a complaint with the Legal Department:

Keytrade Bank, subsidiary of Arkéa Direct Bank
Legal Department
Boulevard du Souverain/Vorstlaan 100
1170 Brussels
Tel.: +32 (0)2 679 90 00
Fax: +32 (0)2 679 90 90
legal@keytradebank.be

If the solution proposed by the Bank's mediation service is deemed unsatisfactory, Customer may, as a private individual acting under his or her own private interests, submit the dispute to Ombudsfm - the Ombudsman for financial disputes, either by post to the address below, or using the form provided for this purpose on the relevant website.

Ombudsfm - Ombudsman in financial conflicts
North Gate II, Boulevard du Roi Albert II/Koning Albert II-laan 8, Box 2
1000 Brussels
Fax: +32 (0)2 545 77 79
E-mail: ombudsman@ombudsfm.be
www.ombudsfm.be

The Customer may also submit their complaint to the Directorate-General of Economic Inspection at the Federal Public Service, Economy, SMEs, Self-Employed & Energy. Their correspondence address is "FPS Economy, SMEs, Self-Employed & Energy - Directorate-General Economic Inspection - Front Office - NG III, Boulevard du Roi Albert II/Koning Albert II-laan 16, 3rd floor, 1000 Brussels", Tel: +32 (0)2 277 54 84, Fax: +32 (0)2 277 54 52, E-mail: eco.inspec.fo@economie.fgov.be.