

MasterCard Gold Card – Application Form, Principal Card

INSTRUCTIONS

Please send this form **duly completed and signed** to BCC Corporate.
Email: mydocuments@bcc.airplus.com

Annual fee for the MasterCard Gold Card:
Principal card: €55
Additional card: €35

Illegible documents will not be accepted.
They may be – but not necessarily – returned to you with a request to send a legible copy.

To help us process your application as smoothly as possible, please attach:

- For Belgian residents, a copy of both sides of a valid Belgian identity card.
- For everyone else, a copy of both sides of the EU identity card or international passport.
- A copy of your latest pay statement or tax assessment notice.
- A copy of your latest water, gas or electricity bill.

1. PERSOONLIJKE GEGEVENS

Mr. Mrs.

First name _____

Last name _____

Nationality _____

Date of birth _____

Place of birth: municipality and country _____

Marital status

Married Cohabitant Single

Divorced Widow/Widower

2. CONTACT DETAILS

Street _____

N° _____ Box _____ Postcode _____

Location _____

Country _____

Home address

Tenant Owner Living with parents

Living in company lodgings

How long have you been living at this address?
_____ Year(s) _____ Month(s)

Home phone no. (*) _____ / _____

Mobile phone no. (*) _____ / _____

Office phone no. (*) / _____

Address e-mail (*) _____

(*) This e-mail / phone number will be used for administrative purposes.

By checking this box I hereby declare that my contact details can be used for purposes of direct marketing, in accordance with BCC Corporate's Privacy Statement.

Your mother's first name (for identification purposes) _____

3. BANK DETAILS

You must have a private bank account in Belgium or Luxembourg in order to qualify for a BCC Corporate Card.

IBAN _____

BIC _____

Account holder of the bank account _____

Requested spending limit (subject to approval by BCC Corporate and by the security interest provider, if any)
_____ EUR

4. PROFESSIONAL DETAILS

CH 6 6 4 0 2 7 6 7 9

Occupation

Employee Self-employed Independent means

Job-seeker Retiree Student

Homemaker

Employer / Business* (* fill in only if you are an employee or self-employed)

Professional activity (industry)*

Position*

Street address* (registered office)

N°* _____ Box* _____ Postcode* _____

Location*

Country**

N° VAT/CDE*
_____ / _____

How long have you worked for this employer/business?*

_____ Year(s) _____ Month(s)

Number of years of professional experience
_____ Year(s)


Gross monthly income _____ EUR Other monthly income of household _____ EUR

LEGITIMATE CARD APPLICANT'S SIGNATURE

The Undersigned confirms that he/she has received, read and understood the General Terms and Conditions of MasterCard Gold Card (for individuals), including but not limited to the price grid and terms and conditions of the related services like insurances. These documents are available on and can be downloaded from the website www.bcc-corporate.be ("Documents" and "Tariffs" sections). An electronic copy of these General Terms and Conditions may be requested from BCC Corporate - Customer Service. The Undersigned confirms that he/she has regular internet access and knows how to use the corresponding technology well enough to maintain paperless relationship with us and to retrieve the statements online. The Undersigned confirms that he/she has the ability and power (including on the bank account) and sufficient means and income to enter into this agreement and to satisfy the obligations arising from the present agreement. This card agreement shall be effective upon approval by BCC Corporate of this application, or once the card is activated, or at first use of the MasterCard Gold Card, whichever occurs first, all of which, including signing of this application form, constitute acceptance of the General Terms and Conditions of the MasterCard Gold Card. The Undersigned acknowledges that BCC Corporate is entitled to make an independent, final and entirely discretionary decision as to whether or not to accept this application. The Undersigned commits to inform BCC Corporate immediately and in writing of any change in the information contained in this application form, including but not limited to any change in the contact details.

Data processing and data protection

The Undersigned hereby attests to the truth and accuracy of the information provided in this application form. He/ she hereby authorizes BCC Corporate to process his/her personal data. BCC Corporate may require additional information before issuing the card. BCC Corporate processes personal details – where applicable, limited specific data sets received from third parties (such as the card payment scheme, the partner whose product range includes the card, the employer or the insurer) in its capacity as data controller in accordance with the provisions set out in the General Terms and Conditions and in the Privacy Statement, which may be examined on www.bcc-corporate.be. The data subject has a right to access or rectification of his/her personal data, and to object to use thereof for direct marketing purposes. To exercise such rights, please contact BCC Corporate - Customer Service, 66 Boulevard de l'Impératrice B-1000 Brussels, B-1000 Brussels.

 SIGNATURE _____

Date

European SEPA Direct Debit Mandate - Core For Recurring Collection

INSTRUCTIONS

Please send this form **duly completed and signed** to BCC Corporate.
Email: mydocuments@bcc.airplus.com

1. REFERENCE

Please fill in these two fields only if you already have your BCC Corporate Card.
Otherwise, BCC Corporate will fill in these fields.

Customer Reference C H

Mandate Reference

Your customer and mandate reference are indicated on your monthly statement.

2. CONTACT DETAILS

Mr. Mrs.

First name of bank account holder

Last name of bank account holder

Street

No. Box Postcode

Location

Country

By signing this mandate form, you authorize BCC Corporate SA to send instructions to your bank to debit your bank account, and your bank to debit your bank account in accordance with the instructions from BCC Corporate SA for the recurring collection of your MasterCard card statements.

IBAN

BIC

You are entitled to a refund of a European Direct Debit. Ask your bank for the terms and conditions. A refund must be claimed within 8 weeks starting from the date on which your bank account was debited.

 SIGNATURE

Date

D D M M Y Y Y Y

Place

SEPA Creditor identification for BCC Corporate SA: BE44ZZZ0883523807
66 Boulevard de l'Impératrice, B-1000 Brussels, Belgium

BCC CORPORATE CARDS: GENERAL TERMS AND CONDITIONS FOR INDIVIDUALS

This text is available online and can be downloaded from www.bcc-corporate.be. This part should not be added to the card application form.

These "General Terms and Conditions for Individuals" are applicable to the following BCC Corporate products:
- the MasterCard Gold Card

Please read these "General Terms and Conditions for Individuals" carefully and keep them as a reference. By submitting an Application Form or by signing and using the Card, whichever comes first, you declare your acceptance of these General Terms and Conditions. If we make any changes to the present Agreement, You will be assumed to accept such changes in accordance with the clause "Modification of the Agreement".

If you have entered into this Agreement through remote communications, then you have a statutory right to cancel within 14 days, to the extent permitted by law (cf. the clause "Remote Sign-Up – Statutory time allowance for withdrawal - Right of withdrawal").

1. Definitions

Additional Card	Any Additional Card that is provided to a person at any time after the registration of a Card Account.
Additional Cardholder	A person who holds an Additional Card linked to a Card Account.
Additional Services	Services that are provided by BCCC in addition to the services enumerated in Section 5 ("Use of the Card") and for which the Cardholder is subject to a separate agreement with BCCC, which the Cardholder is deemed to have accepted when and by using available Additional Services.
Agreement	The agreement between the Cardholder and BCCC concerning the Card Account and Card that is formed upon BCCC's acceptance of the (potential) Cardholder's application and the terms of which are primarily defined by these General Terms and Conditions (including the Price Grid, separate terms and conditions for certain services, etc.), as amended from time to time, and by some individual options selected in the Application Form.
Application Form	The form to apply for the Card, completed by the Cardholder.
BCCC or BCC Corporate	BCC Corporate SA, with its corporate seat at 66 Boulevard de l'Impératrice B-1000 Brussels, B-1000 Brussels, VAT/ BCE BE0883.523.807 (RPM Brussels), registered with Banque Nationale Belge as a Payment Services Provider and registered with the FSMA as an insurance intermediary in the "insurance broker" category under No. 109178A.
Card	The Charge Card provided by BCCC to the Cardholder for access to the Card Account in order to purchase goods and/or services.
Card Account	Any account managed by BCCC in order to allow Transactions
Charge Card	A Card enabling the Cardholder to purchase goods and/or services and pay for them at a later date. To avoid any confusion, the Card is not a credit card.
Cardholder	The person who has successfully applied for a Payment Service and received at least one Card provided by BCCC; the term "Cardholder" may refer to the Principal Cardholder and/or Additional Cardholder(s).
Discretionary Services	Services that are provided by BCCC in addition to the services enumerated in Section 5 ("Use of the Card") and for which the Cardholder is subject to a separate agreement with a third party.
Durable Medium	Any instrument that enables a person to store information addressed personally to him/her in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the stored information; e.g. an ordinary letter sent by post, a Statement, a downloadable PDF that is available to the Cardholder for viewing (e.g. on the Website or Web Portal), an e-mail, etc.
ECB	European Central Bank
EEA	European Economic Area: made up of 28 Member States of the European Union (EU) and three Member States of the European Free Trade Association (EFTA) (Iceland, Liechtenstein and Norway).
Fee	Any fee that is payable by the Cardholder.
Material Breach	A Cardholder's non-compliance with an important obligation under the Agreement or repeated non-compliance with any obligation under the Agreement, which is conclusively presumed in the following cases (by analogy, where appropriate): <ul style="list-style-type: none"> the Cardholder fails to make payments when due; the Cardholder exceeds his/her limits of expenditure; the Cardholder fails to report (in a timely manner) any change in contact details (address, telephone or email) in such a way as to enable BCCC to send administrative reports to the Cardholder; the Cardholder reports false, misleading or fraudulent information to BCCC; the Cardholder fails to report (in a timely manner) any change in his/her personal situation relevant to the eligibility requirements; the Cardholder fails to adhere (strictly) to BCCC's procedure and, where applicable, instructions, in a case of loss, theft, or unlawful and/or fraudulent use of the Card; the Cardholder fails to supply BCCC with requested (additional) guarantees/collateral within the time limits set by BCCC; BCCC learns, suspects or otherwise has reason to believe that the Cardholder is unable/unwilling to repay his/her debts; the Cardholder is subject to bankruptcy or garnishment proceedings; BCCC learns, suspects or otherwise has reason to believe that the Cardholder is using the Card in a manner contrary to the Agreement, e.g. for illegal or fraudulent purposes. A Material Breach by an Additional Cardholder may have repercussions on the Principal Cardholder and/or other Cardholders.
Merchant	any company, business or other organisation accepting the Card as a means of payment for goods and/or services; the Merchant is the party with which the Transaction is arranged and may be an individual or entity other than the offering party (intermediary) with which the Cardholder is dealing; in principle, the Merchant's business establishment is its corporate seat.
Password	A series of personal codes selected by the Cardholders to access their Payment Services.
Payment Services	All payments and payment services and any related service made available to the Cardholder through use of the Card Account and/or Card.
PIN	Personal Identification Number: a numeric code used to authorize Card Transactions.
Price Grid	The table of standard prices (Fees, charges, etc.) published on the Website, which is applicable to all the Cards, except for such price changes as have been expressly acknowledged and communicated to the Cardholder in writing after publication and communication of the latest version of the Price Grid.
Principal Card	The Card that is linked to the Card Account from the start and provided to the Principal Cardholder.
Principal Cardholder	The legally and financially responsible person to whom Payment Services are provided by BCCC.
Replacement Card	A new Card or a Card replacing another Card, made available to the Cardholder by BCCC.
Specific Terms and Conditions	Specific terms and conditions of the Agreement, which in principle are included in the Application Form.
Statement	An overview of the amounts charged to the Card Account as of the reporting date, generally over the period of a month.
Subscription Year	A period: <ul style="list-style-type: none"> that commences on the date on which BCCC creates the Card and Card Account in its systems and continues until the day preceding the anniversary date of subscription. that may be modified whenever (a) the Card Account is upgraded or downgraded or (b) a different annual Fee enters into force. In this case, the Subscription Year will commence on the effective date of the change made to the product or to the Fee in the systems of BCCC.
Transactions	To perform or attempt to perform: (i) a payment or purchase of goods or services from a Merchant when the payment is made in whole or in part by using Payment Services, including cases in which the payment is made over the Internet, by telephone or by correspondence or (ii) a cash withdrawal from an ATM or, where possible, from a bank by using the Card, plus any Transaction fees charged by BCCC or by any other third party in the course of cash withdrawal.
Web Portal	The website which the (Principal) Cardholder can access after authentication, in order to look up his/her Statements, which can be found via the Website.
Website	BCC Corporate's public website, available at www.bcc-corporate.be .

2. General provisions

2.1. Agreement

The Agreement comprises the following:

- the Specific Terms and Conditions, generally resulting from options selected on the Application Form (without taking into account any added notes not provided for in the form)
- the present General Terms and Conditions, such as amended from time to time according to the rules of amendment
- the Price Grid
- where applicable, terms and conditions of Additional Services subject to their specific rules
- where applicable, terms and conditions of Discretionary Services subject to their specific rules

This Agreement governs the use of the Card and Card Account. The Card grants access to the Card Account and to the potential Card benefits supplied with the Card. The Card is distinct from the Card Account.

2.2. Language

This Agreement and all communications between BCCC and the Cardholder concerning this Agreement shall be in French and/or in Dutch. (As this is a translation, in case any discrepancy would occur between the present English version of the General Terms and Conditions and its French and/or Dutch version, the French/Dutch versions shall prevail.)

2.3. An essentially web-based relationship

The Cardholder hereby accepts the fact that communications will generally be addressed to him online and confirms that he/she generally has internet access and knows how to use the corresponding technology well enough to maintain a paperless relationship.

2.4. Acceptance of the General Terms and Conditions

2.4.1. Availability of the terms and conditions

A copy of the current terms and conditions can be viewed and downloaded on the Website. A free copy on a Durable Medium may also be obtained by contacting Customer Service.
The Cardholder hereby confirms having received, before entering into this Agreement, a legible written copy of the Agreement and of all the integral parts thereof. The Cardholder further confirms having received and taken sufficient time to examine, understand and accept the contents of the Agreement before entering into this Agreement.

2.4.2. Application Form

By signing the Application Form, the (potential) Cardholder confirms having received or retrieved the terms and conditions (cf. "Availability"), and having read, understood and accepted same.

2.4.3. Use of the Card

By using the Card, the Cardholder confirms having received or retrieved the latest version of the terms and conditions (cf. "Availability"), and having read, understood and accepted same.

2.4.4. Additional Services and Discretionary Services

If the Cardholder has opted for the Additional Services provided by BCCC or Discretionary Services provided by third parties, he/she must read the separate General Terms and Conditions governing such Additional Services and/or Discretionary Services, which are also available online (cf. "Availability"). By taking up and/or using Additional Services and/or Discretionary Services, the Cardholder confirms having received or retrieved the relevant terms and conditions (cf. "Availability"), and having read, understood and accepted same.

2.4.5. Remote Sign-Up – Statutory time allowance for withdrawal - Right of withdrawal

Cardholders who sign up for the Payment Service using remote communications are entitled, by law, to cancel the present Agreement at no cost and without having to state any reasons, within fourteen (14) calendar days after formation of the Agreement (which is considered to occur, at the latest, on the day when BCCC orders the Card to be produced). Any Cardholder who does not exercise this right of cancellation shall be permanently bound by the provisions of the Agreement. The Cardholder shall remain liable for all Transactions performed on the Card Account and other Fees and charges (pro rata temporis, where applicable) for services already begun or completed [prior to cancellation]. Cardholders who sign and/or use the Card before the end of the aforementioned time limit shall be deemed to have irrevocably authorized activation of the services and waived the right of withdrawal. To exercise the right of withdrawal, it is necessary to send a completely unambiguous declaration of withdrawal from the Agreement (see section 13: "Communication").

2.5. Applicable Law

2.5.1. Belgian law

All the rights and obligations of the Cardholder and of BCCC relating to the Agreement shall be governed by Belgian law.

2.5.2. Mandatory law prevails

If any provision of the Agreement is found to be in conflict with rules of mandatory law or inoperative or unenforceable, the validity and enforceability of [the remaining provisions of] the Agreement shall not be affected thereby; rather, the conflicting, inoperative or unenforceable portion of the provision shall be replaced by a lawful and enforceable version that best approximates the parties' original intent. For example, if a certain provision should have been designed to be reciprocal according to the mandatory law, then it shall be replaced by a similar provision that is reciprocal; if a time limit is shorter than the minimal period required by mandatory law, it shall be extended to the minimum period required by law, etc. ...

2.5.3. Exercise of rights – No waiver of rights

BCCC is under no obligation to exercise its rights under this Agreement, even if BCCC could protect the Cardholder by doing so. The Cardholder shall derive no claims (e.g., for damages) from such non-exercise of rights by BCCC except for such claims as are based on a provision of mandatory law. BCCC may choose not to enforce certain rights under this Agreement until later or not at all. If so, BCCC shall not be construed to waive its rights, which BCCC may assert or enforce thereafter.

2.5.4. Contractual limitation period

Every cause of action of the Cardholder shall lapse after the expiration of 2 years from the accrual of the cause of action and/or the date of the relevant Transaction, unless a shorter limitation period is prescribed by law or by the Agreement.

2.6. Modification of the Agreement

2.6.1. General

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

The following items are explicitly not to be viewed as a modification of the Agreement and may be performed at any time, without prior notice and, if necessary, without active communication (e.g., merely by publication on the Website):

- modifications which, for the sake of clarity, insert, replace or delete provisions to bring about compliance with mandatory provisions of the applicable law;
- modifications of the contact details of BCCC or of third parties employed on our behalf
- spelling and grammar corrections (e.g. typographical error, punctuation, etc.)
- modifications of page layout (e.g. pagination, formatting, etc.)

2.6.2. Interest or exchange rates

Any changes in interest or exchange rates shall be reported in the (following) Statement. Such changes shall be applicable immediately and without prior notice if based on the agreed reference exchange rates or interest rates. The rates that are most favourable to the Cardholders may be applied without (prior) notice.

2.7. Assignment of the Agreement

BCCC may sell, transfer or assign this Agreement and the Card Account at any time without informing the Cardholder thereof, unless informing the Cardholder or working together with the Cardholder is required by mandatory law. If need be, the Cardholder shall cooperate.

The Agreement is in full and complete force and effect for the Cardholder. The Cardholder shall not sell, transfer or assign the Card Account or any of the Cardholder's obligations under this Agreement.

2.8. Subcontracting

BCCC may subcontract certain tasks involved in the performance of this Agreement to third parties, without prejudice to its liability towards the Cardholder.

2.9. Data processing

2.9.1. General privacy statement

General information about BCCC's personal data processing can be found in BCCC's general privacy statement. Cardholders may download the privacy statement in the form of a Durable Medium from the Website (under "Documents" and/or "Privacy") or request a copy from Customer Service. The purpose of the privacy statement is to inform Cardholders on how and why BCCC processes their personal data. The privacy statement also informs Cardholders about their rights and how to exercise them (e.g. the right to protest, access and correct their own personal data). The Cardholder must be aware that personal data processing is subject to change due to various factors such as changing legislation, technical developments, advances and changes in the processing objectives. To keep Cardholders informed on that subject, BCCC periodically publishes an updated version of its privacy statement on the Website.

2.9.2. Consent

The Cardholder hereby consents to the processing described in the BCCC privacy statement, including, in particular:

- to the extent necessary, processing by the card payment system, especially in order to enable Transactions and/or set up fraud prevention measures in the broad sense of the term, even if it is carried out under a legal system that does not protect personal data to the same extent as in the European Union;
- to the extent necessary, the processing performed for legitimate purposes described in the privacy statement;
- the reporting of information about the Additional Cards to the Principal Cardholder and to any persons whom the Principal Cardholder has authorized to receive such information;
- the exchange of information between BCCC and the insurance company of the policies linked with the Card, for purposes, among other things, of checking the capacity as Cardholder and of enabling monitoring of the use of the insurance on a statistical and individual level and to ensure that the range and coverage of the insurance products linked with the Card are optimally suited to the Cardholder's population group;
- to the extent necessary, the exchange of information between BCCC and BCCC's cooperating partner;
- processing for purposes of direct marketing, including through electronic mail (e-mail, SMS, etc.) in the manner described in the privacy statement, unless the Cardholder (individual) has objected thereto by means of one of the specified procedures;
- to the extent necessary, processing of data in cookies in order to track the Cardholder's browsing habits on the Web Portal, Website and possibly other BCCC websites, unless the Cardholder (individual) has objected thereto by means of one of the specified procedures;
- to the extent necessary, the use of public data, such as data subject to public disclosure requirements;
- the dissemination of correspondence with BCCC to other persons than the nominant mentioned individuals;
- possible recording of telephone conversations for the purposes of employee training and coaching and improvement of the quality, security, processes and evidence;
- exchanges with other entities of the group of which BCCC is a member, as mentioned in the privacy statement, even if such entities are not subject to legislation that protects personal data to an extent comparable to the laws of the European Union;
- BCCC's hiring of subcontractors, as mentioned in the privacy statement, even if such subcontractors are not subject to legislation that protects personal data to an extent comparable to the laws of the European Union (e.g., subcontractors in the USA or India)

2.9.3. Remote communication channels and security

The Cardholder must be aware that certain remote communication channels, such as electronic mail, are not entirely secure. The Cardholder agrees to take all reasonable measures necessary to prevent or at least reduce the risk of potential abuse.

2.9.4. Disclaimer of liability for the conduct of other data controllers

BCCC cannot be held liable whenever parties to which it transmits data use the Cardholder's personal data for purposes other than those for which the transmission was intended, e.g. by forwarding it to the local authorities, regardless of whether they were required to do so or not in the relevant country.

2.10. Term and termination of the Agreement

2.10.1. Open-ended

This Agreement is open-ended.

2.10.2. Termination without cause

The Cardholder may terminate this Agreement at any time, without thereby incurring any liability, provided that BCCC has the time and opportunity to take the necessary steps to cancel the Card, which must take no longer than one (1) month maximum. The Cardholder must address the Customer Service with a clear, unequivocal and explicit written request to terminate the Agreement.

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

2.10.3. Breach of Contract

A party may terminate this Agreement at any time with immediate effect in case of a Material Breach by the other party.

2.10.4. Death

The Card Account has been awarded to the Principal Cardholder on an *intuitu personae* basis. In case of the death of the Principal Cardholder, the Card Account and the Agreement will terminate immediately and automatically, including the Additional Cards as well. The Card has been awarded to the Cardholder on an *intuitu personae* basis. In case of the death of the Cardholder, the Card will terminate immediately and automatically.

2.10.5. Link between the Cards and Card Account

When the Card Account ends, each Card that is linked to it, i.e., the Principal Card and all the Additional Cards ends immediately and automatically. When the Principal Card ends, each Additional Card linked to the same Card Account ends immediately and automatically.

2.10.6. Rules of Termination of the Agreement

The Agreement will be terminated only when the Cardholder has paid all the amounts owed to BCCC. Until that time, all the terms and conditions of the Agreement (including BCCC's rights to modify the terms and conditions of the Agreement) will continue to apply, but the Cardholder will not be able to use the Card Account to perform Transactions and cannot benefit from any of the related benefits, including the Additional Services and Discretionary Services.

When either of the parties terminates the Agreement, the Cardholder shall:

- pay all amounts due on the Card Account, even if not yet billed;
- destroy all the Cards and stop the use of the Card Account; and
- inform the Merchants not to attempt to perform other Transactions on the Card Account, particularly the Merchants who were given an authorization for a series of Transactions.

The Fees charged periodically under this Agreement shall be paid by the Cardholder *pro rata temporis* (by month, where applicable) up to the end of the Agreement. If the costs were paid in advance, they will be refunded *pro rata temporis*.

In case of termination of the Agreement, any remaining credit balance on the Card Account shall be reimbursed to the Principal Cardholder within a reasonable time - after offsetting any counterclaims, where applicable. BCCC will not take the relationships among Cardholders into account, and is not required to do so.

The Cardholder undertakes to cooperate completely with any investigations of (disputed) Transactions, even after the end of the Agreement.

3. The Card

To prevent any confusion, this section – as is generally the case for all the others – applies to all the Cards, both to the Principal Card and to the Additional Cards.

3.1. Issuance of the Card

3.1.1. Discretionary decision

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

3.1.2. *Intuitu personae*

The Card is used on a personal basis ("*intuitu personae*") and must only be used by the Cardholder. The Card will be exclusively granted to one individual and must not be transferred to third parties.

3.1.3. Delivery and receipt of the Card

The Card is and remains the property of BCCC. The Card is sent by post to the address specified by the Cardholder.

Before the Card can be used by the Cardholder, the Cardholder must activate the Card according to the instructions sent along with Card. As soon as the Card is received by the Cardholder, the Cardholder is held accountable for all liabilities and claims resulting from its use, in accordance with the provisions of the Agreement. Upon receiving the Card, the Cardholder must sign the signature strip on the back of the Card using a pen with indelible ink.

3.1.4. Assignment of the PIN number

An (initial) PIN enabling use of the Card will be sent in a sealed envelope to the address specified by the Cardholder.

The Cardholder should memorize the PIN number immediately. As soon as he has memorized the PIN number, he should destroy the document containing the PIN number. The PIN number may be modified by the Cardholder, entirely under his own responsibility.

3.2. Expiration and renewal of the Card

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

4. Additional Cards

4.1. Principle

If the Principal Cardholder so requests, BCCC may deliver Cards for Additional Cardholders. The Additional Cardholders will not have a Card Account but BCCC will be able to use the Principal Cardholder's Card Account subject to the provisions of the present Agreement. BCCC may, at its sole discretion, impose restrictions on allowing Additional Cards and Additional Cardholders (e.g., by limiting the number of Additional Cards or by requiring a specific relationship with the Principal Cardholder).

4.2. Liability/Responsibility

The Principal Cardholder shall be liable/responsible notably for the following, without limitation:

- each use of the Card Account by the Additional Cardholders or by anybody else who the Principal Cardholder allows to use the card;
- ensuring that the Additional Cardholders comply with this Agreement, particularly with respect to Card use or management, the PIN and passwords and the authorisation of Transactions;
- notifying each Additional Cardholder of any modifications of the present Agreement and of any other message addressed or relevant to the Cardholder, even if not specifically relevant to the holders of an Additional Card (e.g., information on the Statement that concerns him or her).

The Principal Cardholder is ultimately accountable for all the Transactions, Fees, cash withdrawal fees and other Fees of every Additional Card. The Additional Cardholders are jointly liable with the Principal Cardholder for all Transactions, Fees, cash withdrawal fees and other fees incurred on their respective Additional Cards. They hereby acknowledge that the Principal Cardholder – and if the Principal Cardholder does not do so, BCCC – is entitled, at his discretion, to allocate liability for payments.

The liability described in the present article applies to all situations involving Additional Cards, in addition to any liability mentioned elsewhere in this Agreement with respect to individual Cards and Card Account.

4.3. Representation

The Principal Cardholder represents the Additional Cardholders vis-à-vis BCCC. This power of representation is irrevocable during the term of the Agreement and during the processing of the termination thereof.

4.3.1. Communication

All communications (including Statements, change notices, reminders, termination notices, etc.), even if exclusively intended for an Additional Cardholder, may be sent to the Principal Cardholder by BCCC. If so, the communication shall be deemed to have been received by the Additional Cardholder at the same time as by the Principal Cardholder and shall be enforceable against the Additional Cardholder. Each [Additional] Cardholder hereby authorizes BCCC to communicate with him/her through the intermediary of the Principal Cardholder. Any communication sent to the Principal Cardholder shall be considered a notification to the [Additional] Cardholder.

4.3.2. Limitations

The Principal Cardholder may impose limitations on any Additional Card linked with his Card Account and modify such limitations. If technically feasible, BCCC may decide to support or facilitate such limitations, possibly in exchange for payment of a Fee and/or after such a period of time as is necessary to arrange for the technical implementation of such limitations. If so, the Principal Cardholder shall be responsible for making any necessary arrangements with the Additional Cardholder (e.g., by informing him/her). BCCC is under no obligation to inform the Additional Cardholder.

4.3.3. Termination

The Principal Cardholder may terminate any Additional Card linked to his Card Account with immediate effect without having to explain the reason to BCCC. In such cases, BCCC shall terminate the Card and all the related Services, if need be, after the time it takes to make any necessary arrangements. The Principal Cardholder shall be responsible for making any necessary arrangements with the Additional Cardholder (e.g., by informing him/her). BCCC is under no obligation to inform the Additional Cardholder.

5. Use of the Card - Services

5.1. Payments

The Cardholder may use the Card in accordance with the present Agreement in order to pay for goods and services provided by Merchants who accept the Card. To the extent permitted by the Merchant, the Cardholder may return to the Merchant the goods or services acquired and paid using the Card, and receive a credit to the Card Account.

5.2. Providing guarantees of payment

The Cardholder has the possibility of using the Card to obtain certain services which customarily require providing a guarantee of payment (for hotel reservations or car hire, for example). In such cases, the Merchant may ask BCCC to hold the amount of the guarantee in trust temporarily in favour of the Merchant.

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

Providing such a guarantee impacts the limit on spending on the Card.

The Cardholder hereby expressly consents to any future pre-authorization and acknowledges the fact that the amount in question may be blocked for a certain period.

5.3. Cash withdrawal

The Card can be used by the Cardholder for cash withdrawals, in Belgium and other countries, from ATMs (automatic teller machines) and/or financial institutions that accept the Card (which is generally indicated by the MasterCard logo).

Cash withdrawals are subject to fees specified in section 10 ("Fees and Charges") and/or the Price Grid of the Agreement. Participating financial institutions and ATM operators may charge an additional fee.

The following rules apply to cash withdrawals:

- BCCC may impose limits on cash withdrawals, such as a minimum and maximum amount per withdrawal, day, payment period, etc.;
- participating financial institutions and ATM operators may impose their own limits on cash withdrawals, e.g., by limiting the number and amount of cash withdrawals or blocking access to certain ATM services;
- BCCC reserves the right to block access to cash withdrawals and/or ATMs, without having to state any reasons or notify the Cardholder thereof, even if the Card Account is not overdrawn.

5.4. Foreign-currency transactions

A Transaction performed in any currency other than euros will be converted to euros on the date on which it is processed by BCCC (which may differ from the date of the Transaction). The rates of conversion will be specified by BCCC based on the official exchange rate published by the ECB on the business day preceding the day on which the Transaction is processed. In the absence of an ECB rate, the applicable (reference) exchange rate used will be the exchange rate communicated to BCCC by the card payment scheme. The Cardholder may ask BCCC for the exchange rate by telephone or e-mail. The exchange rate is defined from day to day and may differ from rates in effect on the date of the Transaction. Fluctuations may be significant. Any changes in the rate will be applied immediately without notifying the Cardholder.

A certain percentage of the total amount converted into euros is payable as commission on non-euro transactions (see Price Grid).

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

6. Additional Services and Discretionary Services

Additional Services associated with the Card Account may be offered with the Card.

Moreover, third parties may offer Discretionary Services such as insurance benefits, assistance, loyalty programs and promotional offers by Merchants. Discretionary Services provided by third parties are subject to the relevant third party's general terms and conditions. Termination of the agreement with the third party will affect the Discretionary Service, sometimes immediately. All issues and questions concerning Discretionary Services must be settled directly with the relevant third party.

Additional Services and Discretionary Services are provided under separate agreements which are subject to change at any time, in accordance with the rules of modification specified in such agreements. Whenever possible, BCCC gives a reasonable amount of prior notice, on the Website if need be, before the effective date of any changes unfavourable to the Cardholder or the cancellation of (certain) Additional Services and Discretionary Services. In the case of Discretionary Services, such notice given by the third-party service provider replaces a notice by BCCC.

In cases in which special Fees are charged for goods or services, it is possible for and the Cardholder hereby authorizes such fees to be charged to the Card Account.

7. Authorizing or disputing transactions

7.1. Authorized Transactions

7.1.1. Consent

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

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

BCCC cannot be held accountable – particularly not for any (collection) fees charged by the Merchant – for the manner in which the Cardholder or the Merchant and/or his payment services provider handle situations in which:

- the Merchant has not charged the amount to the Card Account
- an arrangement is made for a Transaction in the future
- an arrangement is made for a series of Transactions

If an arrangement is made for a future Transaction or series of Transactions, the Cardholder will be responsible for making sure that the Merchant has the latest up-to-date [Card] information, among other reasons, so that Merchant can continue submitting his Transaction requests correctly. The Cardholder must be aware that it could be important to do so in order to prevent possible interruptions in the delivery of goods/services by the Merchant, for example in case of a Replacement Card or cancelled Card. BCCC will not provide the Merchant with any information about a Replacement Card (e.g., the card number and expiration date), but under certain circumstances it is possible that Transactions are automatically charged to a Replacement Card without prior notice.

The (Principal) Cardholder shall be liable for all Transactions charged to the Card Account, including those resulting from an arrangement for a future Transaction or series of Transactions on a Card. This is especially true in case of Transactions charged to a blocked, suspended, replaced or cancelled Card.

7.1.2. Processing by BCCC

BCCC has the right – but not the obligation – to deny authorization for any Transaction on reasonable grounds. Grounds for such denial by BCCC may include, without limitation, (suspected) unauthorized or improper use, (suspicions of) fraud, technical problems, statutory requirements, BCCC's assessment of the Cardholder's ability to pay, if using the Card is or seems likely to be prohibited, or in order to make certain types of Transactions unavailable (including cases in which a Transaction would exceed a certain limit). Authorization may be denied even if the Cardholder is not (yet) in default and no Material Breach has been observed concerning the Card Account to which the Card is linked. The Cardholder will normally, but not necessarily, be told at the point of sale if BCCC denies authorization. Under certain circumstances, BCCC may, at its discretion, require additional authorization besides the authorization provided by above-mentioned methods of consent.

BCCC assumes no liability for any losses incurred by the Cardholder if BCCC does not authorize a Transaction or if a Merchant refuses to accept the Card.

7.1.3. Irrevocability of Authorized Transactions

It is neither permissible nor possible for the Cardholder to cancel Authorized Transactions after they have been processed.

7.1.4. Revocation of consent for the future

Revocation of consent is solely possible for Transactions scheduled for future dates and future Transactions forming part of a series. To do so, the Cardholder must contact the person to whom consent was granted, generally the Merchant, and allow a reasonable time for processing the revocation, which often means that revocation must be announced by no later than the end of the business day preceding the day of processing.

7.1.5. Refunds of Transactions initiated by a Merchant

The Cardholder is entitled to claim a refund of Transactions with Merchants in the EEA:

- if the correct amount of the Transaction was not indicated when the Transaction was approved; and
- if the amount of the Transaction exceeds the amount that could reasonably have been expected by the Cardholder in light of his past spending patterns, the terms and conditions of the Agreement and the relevant aspects of the case.

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

The Cardholder is not entitled to a refund if:

- he gave his consent to perform the Transaction or series of Transactions directly to BCCC, and
- at least four weeks before the due date, prior information about the future Transaction was supplied to the Cardholder or made available, including, without limitation, by means of the Statement or the purchase order or the invoice of the Merchant.

7.2. Unauthorized Transactions

Cardholders must inform Card Stop immediately by calling + (32) (0) 70/344 344, if they know, ought to know or suspect:

- that a Card has been lost or stolen or not received;
- that another person knows the PIN, Password or other security code for the Card;
- that a Transaction on the Card have been used improperly, illicitly or illegally, and/or without the Cardholder's authorisation, or
- that a Transaction on the Card Account was not authorized or was processed improperly.

Notifying Card Stop is deemed equivalent to notifying BCCC. As soon as the Cardholder has informed BCCC of any of the above-mentioned events, BCCC will block and cancel the Card and a Replacement Card will be delivered.

7.3. Disputing Transactions

To dispute a Transaction, the Cardholder must contact BCCC immediately, at the latest within 90 calendar days after the Transaction date (in the case of Transactions with Merchants established outside the European Union) or within 13 months after the Transaction date (in the case of Transactions with Merchants established within the European Union).

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

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

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

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

7.4. Correction

If an incorrect Transaction is performed for reasons attributable to BCCC, then BCCC will cancel the Transaction and restore the Card Account to its former state. BCCC may then resubmit the correct Transaction.

Before BCCC can be required to perform a correction, it may suspend the Transaction and shall have a reasonable time to conduct an analysis in order to detect the underlying reasons and any negligence on the part of the Cardholder. BCCC will conduct the analysis as quickly as possible and adjust the Card Account accordingly, if necessary.

BCCC will credit payments to the Card Account as soon as the funds are received provided that all the payment information is supplied correctly. If the Cardholder fails to follow the instructions given by BCCC for the payment, it may take longer to be credited to the Card Account. This may lead to late payment charges being charged (see section 10 "Fees and charges"), and BCCC may charge any reasonable costs incurred to the Card Account.

11.1.8. Without prejudice to rights

If BCCC receives a late payment, partial payment or payment accompanied by a message of possible restrictions (e.g. "payment in full"), it will be without prejudice to BCCC's rights (e.g. to collect the full balance due) and will not lead to any changes to the Agreement.

11.1.9. Offsetting

BCCC may, at any time, as an ongoing right, without prior notice or request, deduct any amount owed by the Cardholder to BCCC from any credit entries to the Card Account or to any other Card Account that the Cardholder may hold at BCCC (regardless of the currency), until such time as the amount owed by the Cardholder has been repaid and settled in full.

11.1.10. Credit balances – no deposits

BCCC does not receive deposits. Payments to BCCC must always be linked to Transactions or other amounts due to BCCC. The Cardholder may only pay the amount due, as the case may be before the due date. No advance payments (i.e. payments for which the Cardholder submits a payment order and that exceed the amounts owed) should be executed.

Even if BCCC can credit a certain payment to the Card Account, BCCC reserves the right to reverse the payment if - for any reason - it is clawed back or rejected. Such is the case, for example, if BCCC assumed that a payment request under a SEPA Direct Debit mandate would lead to actual payment and - for some reason or another - that is not the case, or if a credit entry is made for an amount to be collected by the Merchant and the Merchant - for some reason or another - changes his mind. Any credit balance on the Card Account will be refunded to the Principal Cardholder within a reasonable time.

11.1.11. Financial Guarantees

Regarding limitation of the use of the Card, e.g., in case of late payment, reference is made to section 8 ("Limits of service"). Regarding the basic guarantees in the case of Additional Cards, reference is made to the joint-and-several liability of the Additional Cardholders for the use of their Additional Cards as described in section 4 ("Additional Cards"). BCCC may, at any time, request (additional) guarantees from the Principal Cardholder without having to state a specific reason for doing so. For example, BCCC may make continuation of the Agreement conditional on setting up a SEPA Direct Debit mandate for all future payments or on providing a security interest which, in the opinion of BCCC, is at least equivalent to the security interest (previously) provided by a third party (e.g. a bank, employer).

11.2. Prudent Use

The Cardholder shall use the Card and the associated services in a prudent and normal manner, for the intended purpose and in keeping with all the stipulations of the Agreement applicable to the granting and use thereof. The Card and PIN, Passwords and other elements related to the Card for the (secure) use thereof should be regarded as strictly personal by the Cardholder. The Cardholder shall take all necessary and useful precautions to ensure the security of the Card and PIN. This means, among other things, that the Cardholder must:

- sign the Card (upon receipt);
- keep the Card securely in his/her possession all times;
- hold the Card in safekeeping;
- periodically check whether the Card is still in his/her possession;
- take back the Card after making a payment;
- allow no one else to use the Card, not even the Cardholder of another Card linked to the same Card Account;
- choose a PIN and Password that is difficult to guess;
- memorize the PIN and Password and do not write them down on paper, on any object, or any medium, unless they are recorded in an indecipherable manner;
- refrain from giving the Card, Card Account information, PIN or other Passwords to anyone except for authorization of a Transaction, and make sure that no one else is watching when using the Card;
- follow all of BCCC's instructions, including those published on the Website.

11.3. Obligation to inform

11.3.1. General

The Cardholder must inform BCCC immediately of any changes in the information that he/she has given to BCCC, such as the information provided on the application for the Card (in the case of the Principal Cardholder) or the application for the Card Account. If the Cardholder has more than one Card (Account), he/she shall notify BCCC separately for each Card Account. BCCC shall not be held liable for any surcharges or Transactions or other losses incurred by the Cardholder who fails to meet the above-described obligation. The Cardholder hereby agrees to provide BCCC with all such information as BCCC may reasonable request.

11.3.2. Contact details

The Cardholder shall inform BCCC immediately of any change in his/her contact details (e.g. e-mail address, postal address or telephone numbers) used to send messages in the context of the Agreement. The Cardholder hereby authorizes the Principal Cardholder, his/her bank or the company for which he/she works (even if not under an employment contract) to provide BCCC with his/her contact details. BCCC may update the contact details or may classify them as not up to date, if BCCC finds out that they have changed or that they are incorrect.

11.3.3. Eligibility requirements

The Cardholder must inform BCCC immediately if, at any time during the term of the Agreement, he/she ceases to meet the requirements of eligibility for the Card, in light of the information given on the Application Form for the Card (e.g. if significant changes occur in the Cardholder's situation and his/her capacity to pay the amounts owed is reduced).

11.3.4. Death

The deceased Cardholder's heirs and any other Cardholders linked to the same Card Account shall inform BCCC as quickly as possible of the Cardholder's death.

11.4. Security, loss, theft and fraud

11.4.1. Reference

Reference is made to Article 7.2 ("Unauthorized Transactions"), which - among other things - gives a more detailed description of the obligation to inform BCCC.

11.4.2. Authorities and evidence

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

11.4.3. Destroying Recovered Cards

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

11.4.4. Liability

In case of theft, loss or misappropriation of the Card, the Cardholder's liability is generally limited by law to a maximum amount (150.00 EUR) for Unauthorized Transactions carried out before the Incident is reported. Exception thereto is the situation where the Cardholder acted in fraudulent or grossly negligent manner, in which case his/her liability is unlimited.

11.4.5. Gross negligence

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

- has failed to take adequate precautions for the Card, Card Account and (where applicable) the PIN and use thereof;
- has written the PIN legibly on the Card or any other object or document that the Cardholder stores or carries along together with the Card;
- has revealed the PIN to any third party;
- has neglected to update his/her contact details, so that he/she did not receive (or was unable to receive) relevant information (such as Statements);
- has neglected to check the Statement (at least as often as described in the Agreement) and consequently failed to identify and inform BCCC in a timely manner of unauthorized use of the Card;
- failed to report an incident of loss, theft or risk of misappropriation of the Card to Card Stop as soon as he/she became aware of the incident;
- failed to report the loss or theft of the Card to the police of the district where the loss or theft occurred within 24 hours after becoming aware of the loss or theft.

11.5. After the Cardholder's death

The heirs that possess the rights of a deceased Cardholder shall be held jointly-and-severally liable for all obligations arising from use of the Card and, where applicable, of the Card Account.

12. BCCC's obligations and liabilities

12.1. Obligations

BCCC shall ensure that appropriate means of informing the Cardholder of any actual or suspected loss, theft or misappropriation are available at all times, as stated in section 11 ("Cardholder's obligations and liability").

BCCC shall take all necessary measures to prevent the Card from being used as soon as BCCC is informed of the loss, theft, misappropriation of the Card and/or of means that might enable such use. If the Cardholder so requests within eighteen (18) months after the report mentioned in Article 11.4 ("Security, loss, theft and fraud" under the section "Cardholder's obligations and liability"), BCCC shall provide the Cardholder with a certificate attesting to the fact that the Cardholder made such a report.

BCCC shall keep an internal log of Transactions performed with the Card for a period of at least five (5) years after the date on which the Transactions were performed.

12.2. Liability

Without prejudice to the obligations and liability of the Cardholder, BCCC shall be liable for:

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

BCCC assumes all risks related to sending the Cardholder a Card or any means permitting the use of the Card.

Whenever BCCC is liable, BCCC shall refund the following amounts to the Cardholder, as soon as possible:

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

12.3. Disclaimer on the part of BCCC

BCCC shall not be liable:

- for any incident related to use of Payment Services beyond the reasonable control of BCCC;
- if a Merchant refuses to accept a Transaction or fails to cancel a mandate or pre-authorization;
- whenever the Cardholder breaches this Agreement by acting with fraudulent intent or gross negligence.

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

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

13. Communications

13.1. Contacting the Cardholder(s)

13.1.1. Channels

BCCC may send the Cardholder communications concerning the Card Account or Card by post, e-mail, SMS or by placing a message on the Statement or attachment to the Statement. The Cardholder undertakes to read such communications.

13.1.2. Presumption of receipt

All communications sent by BCCC via electronic channels, including Statements via the Web Portal, shall be deemed to have been received on the date of transmission of the communication by BCCC via e-mail or on the date of online publication, even if the Cardholder fails to read the communication on that day.

Every communication addressed and/or delivered to the postal (or e-mail) address or telephone number most recently communicated and confirmed by the Cardholder to BCCC, shall be conclusively presumed to have been received.

13.1.3. Up-to-date information

If a communication cannot be delivered for reasons attributable to the Cardholder (such as a breach of the obligation to keep information up to date) or if the communication is returned after BCCC has attempted to send it to a postal (or e-mail) address or telephone number supplied by the Cardholder, then Cardholder hereby releases BCCC from any obligation to continue sending him/her communications or attempting to do so until such time as the Cardholder has communicated or confirmed the correct contact details to BCCC. In such cases, BCCC assumes no liability for any loss or consequences suffered by the Cardholder if the communications (including Statements) do not arrive and/or cease to be sent to the Cardholder. If BCCC decides to suspend communications based on the foregoing rule, the Cardholder's obligations shall not be limited thereby. Failure to update (contact) information may lead to suspension or termination of Card Account and all the Additional Cards if BCCC is still unable to reach Cardholder after making reasonable efforts to do so.

13.1.4. Reference

On the subject of Additional Cards, reference is made to the additional provisions in section 4 ("Additional Cards").

13.2. Contacting BCC Corporate

13.2.1. Contact details

BCC Corporate's contact details, besides the corporate seat mentioned in the definitions of this Agreement and published in the annexes of the Belgian Staatsblad/Monitor Belge, are those published on the Website.

13.2.2. Written Communications

BCC Corporate may, at any time, require customer communications (e.g., requests) to be sent or at least confirmed in writing, possibly accompanied by proof of identity, primarily for reasons of documentation or in order prevent fraud and identity theft. BCC Corporate may impose such requirements in the Agreement or during or after a conversation or telephone call with the Cardholder.

13.2.3. Reporting (suspected) loss, theft, fraudulent or misappropriation

To report (suspected) loss, theft, fraudulent or misappropriation of the Card, the Cardholder must contact Card Stop directly, as described in Article 7.2 ("Unauthorized Transactions").

13.3. Complaints and disputes

13.3.1. Complaint

Without prejudice to available judicial remedies, all complaints should be submitted in writing to:
BCC Corporate SA - Customer Service
66 Boulevard de l'Impératrice B-1000 Brussels, B-1000 Brussels - mastercardgold@bcc-corporate.be

13.3.2. Extra-judicial dispute resolution

If the Cardholder is not satisfied with the solution proposed by BCCC, he/she may refer the dispute to:

Ombudsfijn
Rue Belliard 15-17, PO Box 8, 1040 Brussels
Fax: +32 (0) 2 545 77 79
E-mail: ombudsm@ombudsfijn.be <http://ombudsfijn.be/>

Cardholders may also contact the Inspectorate-General of Economic Activities of the Federal Ministry of Economics, Small & Medium-Sized Businesses, Middle Class and Energy, at the following address:

FOD Economie, K.M.O.,
Algemene Directie Economische Inspectie
Front Office - NGill, Koning Albert II-laan 16, 3de verdieping, 1000 Brussel
Fax: +32 (0) 2 277 54 52
e-mail: eco.inspec.f@economie.fgov.be
http://economie.fgov.be/nl/geschillen/klachten/waar_hoe_klacht_in dienen/

13.3.3. Online dispute settlement platform

The European Union has set up an online dispute settlement platform pursuant to Regulation 524/2013. Consumers that applied for their Card and receive Payment Services online may file a complaint with a request to initiate mediation. The platform is available at <https://webgate.ec.europa.eu/odr>. The Cardholder can also find additional information there.

13.3.4. Courts and tribunals – Competent Jurisdiction

Any dispute that cannot be settled amicably may be referred to the Belgian courts and tribunals exercising territorial jurisdiction over the corporate seat of BCCC.

MasterCard Gold Card For consumers – Schedule of Fees

This schedule of Fees is an overview of the standard pricing of the MasterCard Gold issued by BCC Corporate SA/NV. It does not replace the General terms and Conditions associated with the contract with the MasterCard Gold Cardholders, but adds to them. Please refer to the MasterCard Gold consumer cardholder's Agreement for more information.

Basic fee	
Annual subscription	- Main card: € 55,00 - Additional cards: € 35,00 (per additional card)
Transaction fees	
Exchange rate*	Transactions carried out in a currency other than euros will be converted into euros on the date on which they are processed by BCC Corporate (which may be different from the Transaction date). The conversion rate shall be laid down by BCC Corporate on the basis of the exchange rate officially published by the European Central Bank on the working day preceding the date on which the transaction is processed. If there is no ECB rate, the (reference) exchange rate used shall be the exchange rate provided to BCC Corporate by the payment card scheme.
Commission on non-euro transactions	2,50 % of the amount of the Transaction converted into euros.
Cash withdrawal charges	1 % for any withdrawal of cash from a cash withdrawal device, subject to a minimum amount of € 5,00. 2 % for any withdrawal of cash from a (bank) counter, subject to a minimum amount of € 5,00.
Payment fees	
The Card is a deferred debit payment card and not a credit card in the strict sense of the term. This means that you will pay the full balance at the end of the payment term and avoid any possible consequences related to a payment delay.	
Expenditure statement period	Ends on the 15th day of the calendar month.
Rejection of any direct debit mandate presented	€ 25,00 per (partial) refusal of the bank to honor a SEPA direct debit mandate (e.g. due to insufficient balance).
Interest rate applicable in the event of a payment delay	1,95% per month, applied on all sums due (ongoing) and calculated on a daily basis.
Extra-judicial recovery costs (minimum)	Per reminder sent by post : € 7,50 Recovery following the third reminder (irrespective of the channel used, post or statement) and/or processed by a third party (bailiff recovery agency or lawyer) : 10% of the unpaid amount with a minimum of € 50,00 and a maximum of € 2.500 (for recovery in Belgium) and € 5.000 (for recovery outside Belgium).
Absence or incorrect communication (structured) on transfers	€ 15,00 per payment without structured communication or with an incorrect (structured) communication, to be directly applied with effect from the second incorrect payment.
Service fees	
Online Expenditure Statement	No charge (please note : the connection/consultation is borne by the user)
Paper Expenditure Statement	€ 24,00 per year, payable on the first day (per card and per recipient)
Extra copy of Expenditure Statement	€ 5,00 per extra copy of Expenditure Statement (paper)
Duplicate of payment receipt	€ 25,00 per payment receipt
Replacement for (damaged) card	€ 8,00 (including standard delivery per post)
Emergency delivery of a replacement card	€ 75,00 for next-day delivery in Belgium or Luxembourg Actual costs (min. € 100) for same-day delivery Belgium or Luxembourg Actual costs (min. € 100) for delivery outside Belgium or Luxembourg

* This is a reference rate and therefore a passive (modifiable) element pricing, even for BCC Corporate.