

## Payment Card Terms of Use

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**The Terms of Use are issued in French. Any translations are for information purposes only and in the event of a dispute, the terms and conditions in the French language shall take precedence.**

**PART ONE: PAYMENT CARD TERMS OF USE**

**A. TERMS OF USE**

**Article 1: Definitions**

Under these Terms of Use ("Terms"):

- "mobile device" means a mobile electronic device, such as, but not limited to, smartphones, tablets or smartwatches;
- "3D Secure" means an internationally recognised strong authentication standard for identifying the cardholder during an online payment, known as "Visa Secure" for Visa cards;
- "card-on-file" means the recording of card data with a merchant for recurring or future payments;
- "credit card" means the credit card for private use ("Visa card"), or for professional use ("Visa Business card"), including Miles & More Luxair credit cards;
- "Miles & More Luxair credit card" means the credit card for private use ("Miles & More Luxair Visa card"), or for professional use ("Miles & More Luxair Visa Business card"). These credit cards are a product marketed jointly by Luxair, as a partner of Miles & More, and by Spuerkeess, participating as the issuer of this credit card;
- "debit card" means a "Visa Debit" card for personal or professional use, including Axxess debit cards;
- "Axxess debit card" means the debit card reserved for customers aged between 12 and 30 years, offering one-off non-banking benefits;
- "payment card" or "payment cards" and "card" or "cards", means debit cards and credit cards;
- "LuxTrust certificate" refers to a certificate issued by LuxTrust, used to authenticate the identity of a physical person;
- "verification code" or "CVV" (Card Verification Value) means the additional code that the cardholder must, where applicable, enter when using the card in remote payments or when recording card data with a merchant ("card-on-file");
- "merchant" means the party authorised to accept transactions conducted by card;
- "current account" means the bank account associated to a payment card and debited due to the use of one or several cards as a payment method, or the bank account credited with the sum that corresponds
  - to the credit balance on the date of the monthly statement of transactions done with a credit card and/or
  - to the amount of a transaction made with a debit card and refunded by a merchant and/or
  - the amount of the banknote(s) deposited by the cardholder at an ATM and verified as being authentic;
- "contract" means the application for a payment card;
- "annual subscription" means the flat fees charged for issuing and operating the payment card;
- "exchange rate" means the rate applied in transactions that require a conversion of a foreign currency into the currency of the card. This rate is comprised of the Visa daily rate, as well as exchange fees of the issuer. For foreign currency withdrawals at certain dedicated ATMs of the S-Bank and Bancomat networks, it is the reference exchange rate indicated by a financial information provider at the time of the currency transaction, plus a sales margin;
- "Deutsche Lufthansa AG" means the company Deutsche Lufthansa AG under German law, headquartered at Venloer Straße 151-153, D-50672 Cologne;
- "LuxTrust device" means LuxTrust Mobile or, where applicable, LuxTrust Scan, required to validate a 3D Secure authentication;
- "card data" means the card number ("Primary Account Number" or "PAN"), the expiry date and, in some cases, the verification code thereof;
- "EEA" means European Economic Area;
- "security elements", the cardholder's User ID and password used for authentication via LuxTrust certificate
- "issuer" means Banque et Caisse d'Epargne de l'Etat, Luxembourg (hereinafter referred to as "Spuerkeess");
- "ATM" means automatic teller machine allowing for cash withdrawals or other transactions depending on the ATM;
- "iFrame" or "inline frame," is an HTML element that enables a web page to be embedded within another web page. In the specific case of LuxTrust S.A., an iFrame is used to securely integrate an authentication or electronic signature interface, allowing the user to authenticate without leaving the original web page environment;
- "Luxair" means the Luxembourg airline Luxair S.A., headquartered at 25, rue Gabriel Lippmann, L-5365 Munsbach;
- "LuxTrust SA", a Luxembourg company providing electronic authentication and certification as well as qualified electronic signature services for professionals and individuals, headquartered at 13-15, Parc d'activités – IVY Building, L-8308 Capellen;
- "Miles & More" means the Miles & More GmbH company under German law, a 100% subsidiary of Deutsche Lufthansa AG, headquartered at Main Airport Center (MAC), Unterschweinsteige 8, D-60549 Frankfurt/Main;
- "Online mode", a point-of-sale terminal ("POS"), connected to the internet and the Visa network at the time of a transaction;
- "NFC" ("Near Field Communication") refers to a technology allowing a cardholder to make contactless payment transactions when the card or mobile device, on which a payment application is installed, is brought within a very short distance of an NFC terminal;
- "NFC transaction" means a contactless payment transaction made using NFC technology on an NFC terminal;
- "remote payments" refers to payment transactions via the Internet or by means of a device that can be used for remote communication;
- "PIN" ("Personal Identification Number") refers to the personal and confidential secret code used to authenticate the cardholder;
- "electronic wallet" refers to a digital payment method allowing amongst others the holder to make purchases online or in shops, receive transfers or send money;
- "Miles & More loyalty programme" means the programme that allows its members to earn and redeem miles. The German company Miles & More GmbH is the operator and issuer of this programme;
- "Bancomat network" refers to the shared network of automated bank ATMs, managed by a single operator under the Bancomat brand on behalf of several Luxembourg financial institutions, including Spuerkeess;
- "S-Bank network" refers to the issuer's private ATM network;
- "Visa network" refers to the network of ATMs, point-of-sale terminals and merchants in Luxembourg and abroad where Visa credit cards and debit cards are accepted, identifiable by the "Visa" logo;
- "direct debit withdrawal" means cash withdrawal made using a credit card at an ATM affiliated with the S-Bank or Bancomat networks, with a debit made directly to the current account associated with that card;
- "withdrawal in deferred debit mode" means cash withdrawal made using a credit card at an ATM of the Visa network, charged against the monthly usage limit of the card;
- "S-Net", the secure digital banking service that Spuerkeess makes available to its customers, including S-Net Mobile;
- "NFC terminal" means an electronic payment terminal that incorporates the NFC function and identified as such on the terminal or in the immediate proximity;
- "cardholder" means the physical person in whose name a card has been issued. In the case of Miles & More Luxair credit cards, the physical person is a member of the Miles & More loyalty programme;
- "account holder" means the physical or legal person(s) who hold(s), with the issuer, a current account for private or professional use, to which one or several payment cards are associated;
- "token" means the unique digital identifier, stored by Visa, which replaces the card number ("PAN") in the context of payments online, on a mobile or on connected devices. Transactions carried out using a token are considered to be carried out by the associated card;
- "POS terminal" means a point of sale terminal used for card payments;
- "deposit at an ATM" means the depositing of banknotes by a cardholder at an S-Bank or Bancomat ATM, followed by the current account of the cardholder being

credited by the amount corresponding to the banknotes deposited and verified as being authentic;

- "Visa" refers to the company Visa Europe Limited under English law, headquartered at 1 Sheldon Square, London, W2 6TT, United Kingdom;
- "Visalux S.C." refers to the cooperative company incorporated under Luxembourg law with its registered office at 2-4 rue Edmond Reuter, L-5326 Conttern;
- "Worldline Financial Services" refers to the public limited company Worldline Financial Services (Europe) S.A., headquartered at 33, rue du Puits Romain, L-8070 Bertrange, a service company that the issuer has entrusted with managing its cards.

**Article 2: Issuance of the card**

2.1. The issuer issues a payment card to applicants whom it approves. The card is, in principle, delivered by post. The card and PIN are sent in separately. The issued payment card is personal and non-transferable.

2.2. The holder of a credit card must immediately sign it on the reverse side. He becomes the holder of the card and must use it in accordance with these Terms.

2.3. Obtaining any payment card requires holding a euro current account associated with it with Spuerkeess. Due to the default accounting of all transactions in euros, and the automatic conversion of all foreign currency transactions to euros, an exceptional association of the payment card, at the account holder's request, with a current account in a currency other than the euro, will automatically result in a double conversion fee for any foreign currency transaction and a single conversion fee for any euro transaction. The issuer cannot be held liable for any resulting financial losses or additional costs, whether per transaction or aggregated to the monthly statement of transactions.

2.4. The issuer remains the owner of the payment card. It is entitled to request its immediate return at any time without providing a reason, and in any case before the termination of the current account associated with the card. It is strictly prohibited to alter or replicate the payment card, or to make any inscriptions on it (other than the cardholder's signature as stipulated in article 2.2), regardless of the means used and whether by the cardholder themselves or by a third party. Pursuant to articles 4 and 9 of these Terms, failure to comply with this clause constitutes gross negligence, and the cardholder shall bear sole liability.

**Article 3: Use of the card**

**Common provisions**

3.1. The card entitles its holder to pay for products and services offered by merchants affiliated with the Visa network, subject to:

- the presentation of the card and a holographic signature of a slip presented to him by the affiliated merchant; or
- inserting the card into the terminal and validating the transaction by composing the PIN, or
- bringing the card close to the NFC terminal in the case of an NFC transaction. NFC functionality is activated during the first online transaction by inserting the card into the POS terminal or ATM and entering the PIN. Depending on the amount of the transaction and the number of NFC transactions carried out, the insertion of the card and/or the entry of the PIN may be required, or
- the communication of card data in the case of remote payments, including card-on-file payments, or
- the use of a third-party application or electronic wallet according to the conditions described in article 7 of these Terms.

3.2. The cardholder may also, upon presentation of the card and using their PIN, withdraw cash from an ATM in Luxembourg, including the S-Bank and Bancomat networks, and abroad. When ATMs are equipped with an NFC reader, the cardholder may, upon presentation of the card or a mobile device to the reader, withdraw cash either using their PIN in the case of a card, or using strong authentication on their mobile device in the case of a third-party e-wallet application.

3.3. At certain dedicated ATMs of the S-Bank and Bancomat networks, the cardholder may, by entering their PIN, deposit banknotes up to the authorised deposit limit. The current account associated with the card is credited with the amount corresponding to the banknotes deposited and verified as authentic.

3.4. Every ATM operator, including Spuerkeess, reserves the right to destroy any card swallowed by an ATM. The cardholder is required to contact Worldline Financial Services immediately to request, if necessary, the replacement of the card. This replacement will be charged according to the rates in effect at the time of the intervention.

3.5. The range of functions above may be amended in the future.

3.6. The issuer and Worldline Financial Services are not liable for the actions or failings of the merchants affiliated to the Visa network with whom the card is used; in particular, they bear no liability if a merchant refuses to accept the card as a payment method.

3.7. The cardholder is responsible for both the use of the card as well as the PIN, the card data and the security elements. Therefore, the cardholder must at all times take the necessary security measures when using the card as defined in article 4 of these Terms.

**Benefits linked exclusively to the Miles & More loyalty programme**

3.8. The cardholder acknowledges that participation in the Miles & More loyalty programme is subject to the Miles & More Terms and conditions of participation, which are available at [www.miles-and-more.com](http://www.miles-and-more.com).

3.9. The Miles & More Luxair Visa and Miles & More Luxair Visa Business credit cards allow the cardholder to earn, as part of the Miles & More programme, award miles for each purchase made using the credit card.

3.10. The number of award miles is calculated based on the type of card used and the amount of purchases made, excluding applicable fees and charges, after deducting any credit balances and excluding the transactions listed in this article. Thus, two (2) euros spent on a purchase made using a Miles & More Luxair Visa credit card entitles the holder to one (1) award mile. One (1) euro spent on a purchase made with a Miles & More Luxair Visa Business credit card entitles the holder to one (1) award mile. The issuer converts euros into award miles. Award miles exclude any cash withdrawals, any top-ups of payment cards, including prepaid cards with financial and non-financial institutions, a bank account or an electronic wallet, any transfer transaction, any ordering of money, any acquisition of foreign currencies, including crypto-currencies and precious metals, as well as any type of securities and finally, any operation similar to gambling (casino games, card games, games of pure chance, sports betting and others, online games with stakes and other online formats).

3.11. After the data required for crediting award miles is sent (in accordance with the conditions defined in article 22 below), the award miles will be credited to the member's Miles & More mileage account. The current balance of the mileage account can be viewed by the cardholder, a member of the Miles & More loyalty programme, by entering his Miles & More member number and Miles & More PIN via his personal Miles & More mileage account on the Internet. Miles & More will then credit the award miles to the member's mileage account within a four-week period starting from the date of the monthly statement of transactions (issued pursuant to article 13 below).

3.12. After the award miles are credited to the cardholder's Miles & More mileage account, the cardholder is entitled, in accordance with the Miles & More Terms and conditions of participation, to use them within a 36-month period.

3.13. The holder of a Miles & More Luxair Visa or Miles & More Luxair Visa Business card is not subject to the expiry of the award miles, provided that the Miles & More Luxair Visa or Miles & More Luxair Visa Business credit card has been in his possession for at least three (3) months, and the cardholder makes at least one (1) miles-generating account movement per month using the above-mentioned card and this purchase is neither exchanged nor reimbursed. If any one of these conditions is not met, the expiry of the award miles is reactivated and the award miles expire in accordance with the Miles & More Terms and conditions of participation. Notwithstanding these two conditions, the award miles of members with Frequent Traveller, Senator, and HON Circle status remain valid for the entire validity period of that status. The expiry of award miles is only reactivated in the event of loss of status. In accordance with the Miles & More Terms and conditions of participation, award miles expire unless the conditions of this article are met. Further information is available at [www.miles-and-more.com](http://www.miles-and-more.com).

3.14. The definition of the benefits offered by the issuer's partner(s) in the marketing of the Miles & More Luxair credit card is the responsibility of the partners themselves and the issuer bears no responsibility if these benefits are changed by the partner(s).

**Article 4: Card PIN and security instructions**

4.1. The PIN is communicated to the cardholder by means of a letter, with the PIN printed on a plastic tab and available in encrypted form in S-Net. The cardholder can access his PIN using LuxTrust strong authentication, which meets current security standards. The issuer reserves the right to communicate the PIN to the cardholder exclusively in S-Net.

4.2. In order to prevent any fraudulent use of his card, the cardholder shall ensure to destroy the PIN mailer as soon as he memorises the PIN and, if he needs to access his PIN in S-Net, ensure that it is kept out of sight so that it is not disclosed, directly or indirectly, to any third party. The PIN is personal and non-transferable and can be changed by the cardholder at any ATM of the S-Bank or Bancomat network. The cardholder is responsible for both the use of the card and the PIN; he must not write it down on the card or any other document kept with the card or accessible to a third party. Failure to comply with these instructions will be considered as gross negligence and will make the cardholder and account holder liable for the entire loss resulting from any fraudulent use of his card. The card issuer cannot be held liable and no refund will be given when the cardholder fails to comply with basic security instructions, resulting in the card or the PIN being stolen and cash withdrawals or payments being made by a third party.

4.3. The cardholder is responsible for the use of his card and any associated tokens and is required to take the necessary security measures to ensure the confidentiality of card data and any instrument or device necessary for the validation of a payment transaction.

4.4. If the PIN is forgotten, the cardholder can view it by means of strong LuxTrust authentication in S-Net or may request a reissue of the PIN by contacting Spuerkeess.

**Article 5: Multiple cards**

5.1. At the account holder's request, the issuer can provide additional payment cards to third parties, who are then authorised to use these cards by debiting the account holder's current account.

5.2. If several debit cards are linked to the same current account, the account holder accepts that the account statement does not explicitly specify the card used to conduct the transaction.

5.3. If several credit cards for private use are linked to the same current account, the account holder authorises the issuer to send the monthly statements of transactions to the cardholder(s). On request, the account holder may receive, at his cost, a duplicate of the monthly statement of transactions sent to the cardholder.

5.4. If several credit cards for professional use are linked to the same current account, the account holder or any person named by the account holder receives a global statement of the cards issued and, where applicable and on request, an individual monthly statement of transactions per cardholder.

5.5. For Miles & More Luxair credit cards, the cardholder must be a member of the Miles & More loyalty programme. His Miles & More Luxair Visa or Miles & More Luxair Visa Business credit card will be linked to his personal Miles & More member number.

#### **Article 6: Usage limits**

##### **Credit cards**

6.1. The cardholder is not permitted to exceed the amount of the monthly usage limit granted by the issuer and communicated to the account holder or cardholder. It applies both to point of sale and remote payments as well as to cash withdrawals in referred debit mode.

For cash withdrawals in direct debit mode from an ATM of the S-Bank network or Bancomat network, Spuerkeess applies a weekly usage limit, irrespective of the monthly usage limit, and subject to sufficient coverage of the current account associated with the credit card.

6.2. The monthly and the weekly usage limit may be adjusted at any time at the cardholder's request, subject to the approval of Spuerkeess or at Spuerkeess' own initiative.

6.3. Spuerkeess reserves the right to adjust and/or implement any type of limits it deems appropriate.

6.4. Spuerkeess cannot be held liable for any damage that arises from a transaction that may not be conducted due to the application of a limit.

6.5. The issuer is not obligated to inform the cardholder before or after adjustment of a limit that has been communicated or the implementation of a particular limit. It is entirely at the discretion of the issuer whether or not it informs the cardholder.

6.6. If the authorisation system of Worldline Financial Services is unavailable, a fallback limit, which is likely to be less than the monthly usage limit, may be applied to transactions conducted in this context.

##### **Debit cards**

6.7. The cardholder is not authorised to exceed the amount of the monthly usage limit granted by the issuer and communicated to the account holder or cardholder. It applies both to cash withdrawals and to POS terminal payment transactions and remote payments. The card can only be used within the limit of the funds available in the associated current account. The amount of funds available is checked "online" at the time of the transaction, i.e. in real time. Spuerkeess decides whether the coverage is sufficient. Similarly, it is expressly agreed that Spuerkeess, in all cases in which it deems it appropriate, is entitled to refuse to execute one or several of the cardholder's instructions.

6.8. The monthly usage limit may be adjusted at any time at the request of the cardholder, subject to approval by Spuerkeess, or at Spuerkeess' own initiative.

6.9. Spuerkeess reserves the right to adjust and/or implement any type of limits it deems appropriate.

6.10. Spuerkeess cannot be held liable for any damage that arises from a transaction that may not be conducted due to the application of a limit.

6.11. The issuer is not obligated to inform the cardholder before or after adjustment or implementation of a limit. It is entirely at the discretion of the card issuer whether or not it informs the cardholder.

6.12. If the "online" authorisation system of Spuerkeess or the authorisation system of Worldline Financial Services is unavailable, a fallback limit, which is likely to be less than the monthly usage limit, may be applied to transactions conducted in this context. This may, where applicable, result in the current account associated with the card becoming overdrawn.

##### **Common provisions**

6.13. NFC transactions can only be conducted within the limit defined by the NFC terminal. The cardholder may ask Spuerkeess to deactivate and subsequently reactivate the NFC. Deactivation of the NFC functionality is only effective on the card in circulation. If the card is renewed or replaced, the configuration of the old card is not carried over onto the new card.

6.14. The issuer reserves the right to suspend the use of the card, partially or fully, on justified grounds, and notably:

- when the account holder's accounts are closed or blocked, or if the cardholder or account holder has not complied with his legal, regulatory or contractual obligations in connection with the services provided;
- in order to protect the interests of the cardholder, account holder or issuer;
- if the cardholder or account holder notifies the issuer of a (risk of) misuse or illegal use of the services provided;
- during the notice period in the event of termination of the contract;
- if fraud or misuse by the cardholder or account holder is observed or if there is strong suspicion of fraud or misuse;
- by request from a judicial authority.

The issuer notifies this to the account holder and/or cardholder using the appropriate means of communication.

#### **Article 7: Third-party payment applications**

7.1. Spuerkeess allows the cardholder to link his card to certain third-party payment applications by which he can initiate payment transactions linked to this card. These transactions will, where applicable, be authorised and processed on the basis of a token. Specific transaction limits may apply. The cardholder must accept the terms of use and the personal data protection policy of the provider of the application in question, which provides this application to the cardholder under its sole liability. Spuerkeess is not a party to the contract between the cardholder and the provider of the payment application concerned.

7.2. The cardholder's obligations and liability described in article 9 of these Terms, notably concerning security, confidentiality and notification in the event of the loss, theft or any risk of misuse of the card and PIN, apply in full to the cardholder in connection with the use of a third-party payment application. In this respect, the term "card" used in these Terms must also be understood to mean the device equipped with the third-party payment application, including, where applicable, the cardholder's mobile device; the term "PIN" must be understood to mean the security means of the third-party payment application and/or the device on which the application is installed.

#### **Article 8: Validity period and renewal or replacement**

8.1. The card is valid until the last day of the month and year stated on it, except if Spuerkeess decides otherwise.

8.2. Unless the issuer refuses to do so or if the cardholder or account holder sends a written waiver to the issuer two months before the card expires, a new card is issued and billed to the holder, provided that the card is not included in a special offer covered by a fixed rate, before the preceding card's period of validity expires. The holder must ensure that his expired card is destroyed.

8.3. In the case of Miles & More Luxair credit cards, the new credit card is automatically linked to the same member number of the Miles & More loyalty programme as the expired credit card.

8.4. The Axxess debit card expires on the cardholder's 30<sup>th</sup> anniversary. As a replacement, he will automatically receive a Visa Debit card by mail and will be billed at the standard rate, provided that the card is not included in a special offer covered by a fixed rate.

8.5. When a payment card is renewed or replaced due to being defective, lost or stolen, the data of the new card and the tokens associated with the old card are sent to Visa by secure electronic exchange, as part of the service for automatic update of payment cards. This ensures continuity of the cardholder's subscriptions and recurring payments provided that the merchant supports this automatic update service. The cardholder can object to this data transmission and, in this case, no link will be established between the new card and the old card.

8.6. Any card blocked due to theft, loss or fraud will immediately be replaced by a new card, unless the cardholder expressly requests Worldline Financial Services not to replace the old card. In the latter case, intentional non-replacement of the card, after a period of three (3) months from the date on which it was blocked, will automatically result in termination of the card in question by the cardholder.

8.7. The issuer is not obligated to automatically reapply the payment settings or temporary blocking of an old card to a new one. It is the cardholder's responsibility to check and, if applicable, to restore the required configuration. The issuer cannot be held liable if the cardholder omits to restore or is negligent in restoring this configuration.

#### **Article 9: Loss, theft or fraudulent use**

9.1. If the card is stolen or lost or if the PIN is disclosed, even unintentionally, respectively in the event of suspected or proven compromise by a third-party payment application such as an electronic wallet installed on a mobile device, the cardholder must immediately notify Worldline Financial Services on the telephone number (+352) 49 10 10 (service available 24 hours per day). The same applies if the cardholder becomes aware that the PIN is known by a third party or suspects that such knowledge has been obtained. He must confirm his statement in writing as soon as possible and notify the loss, theft or fraudulent use to the police within 24 hours. Proof of this notification to the police must be provided to the issuer or to Worldline Financial Services as soon as possible. After notification, and more specifically when Worldline Financial Services has recorded the cardholder's statement, the cardholder and the account holder are no longer liable for any subsequent unauthorised use of this payment card.

In the event of suspected or proven compromise of his LuxTrust certificate or his S-Net agreement, the cardholder must follow the instructions given on the LuxTrust website and immediately inform Spuerkeess on the telephone number (+352) 4015-1 or Worldline Financial Services on the telephone number (+352) 49 10 10 (service available 24 hours per day) outside of Spuerkeess' opening hours.

9.2. If the cardholder knowingly commits fraud or in the event of fraud by a third party as a result of gross negligence committed by the cardholder, notably if the security rules described in article 4 of these Terms are not followed, the cardholder and the account holder remain jointly and severally liable for the use of the card even after the statements have been made in accordance with article 9.1.

9.3. If the cardholder finds his card after reporting it as lost, he may no longer use it and must destroy it.

#### **B. ACCOUNTING OF TRANSACTIONS**

##### **Article 10: Annual subscription, fees and commissions**

10.1. The payment card is issued in exchange for an annual subscription, which is communicated to the cardholder. This subscription is debited from the account holder's current account.

10.2. If the payment card is replaced, the holder must bear the cost of the related fees. The same applies to any urgent order of a payment card. These fees are debited from the account holder's current account.

10.3. The fees and commissions (excluding the fees and commissions set out in articles 10.1. and 10.2.) due as a result of using the card are, for debit cards, debited from the account holder's current account and, for credit cards, charged to the card.

10.4. For revolving credit cards, the debit interest is charged to the card.

10.5. For any cash withdrawal, the body that advanced the funds may charge additional administrative costs and commissions.

10.6. Transactions in foreign currencies (excluding withdrawals in direct debit mode on the S-Bank network or the Bancomat network) are converted into euros by Visa at the exchange rate in force on the day the transaction is processed. Exchange fees are applied by the issuer on the exchange rate.

10.7. Foreign currency cash withdrawals on the S-Bank network or the Bancomat network are converted into euros at the reference exchange rate indicated by a financial information provider at the time of the currency transaction, plus a sales margin. The increase in the exchange rate applied compared to the latest available exchange reference rate issued by the European Central Bank is shown on the ATM screen at the stage before the transaction is confirmed.

10.8. For any transaction carried out in a currency of the European Economic Area (EEA) other than the euro, the cardholder acknowledges that the information on the exchange rate applied, plus the currency conversion fees, expressed as a percentage mark-up over the latest available exchange reference rate issued by the European Central Bank, are available at [www.spuerkeess.lu/currencyconverter](http://www.spuerkeess.lu/currencyconverter). The same information is communicated to the holder of a payment card (Visa Business cards excluded) when authorising a transaction carried out with his card in an EEA currency other than the euro in an EEA country. These notifications are made by push message sent via S-Net for each first transaction made in an EEA currency other than the euro during a month. The cardholder may request the deactivation of these notifications. In the aforementioned cases, the information is provided for information purposes only and Spuerkeess shall in no way be held liable for its content. The exchange rate may vary between the time of its consultation or the sending of the notification and the processing of the payment.

10.9. All fees and commissions applied by Spuerkeess are published at [www.spuerkeess.lu](http://www.spuerkeess.lu) in the "Banking fees" section.

##### **Article 11: Transactions made using the card**

11.1. All transactions linked to the card as described in article 3 of these Terms are registered with the issuer. The data recorded serves as proof of the transaction. The note issued on this occasion is only intended to provide information to the cardholder.

11.2. The issuer draws the cardholder's attention to the fact that any claim (current or future and of any type whatsoever) that it holds or will hold against him in respect of the sums relating to any use of the Visa card(s) is pledged to Visalux S.C. or any company that may replace it, in its capacity as holder of the Visa card licence, which pays the merchant or financial institution in the event of cash withdrawal from an ATM. The cardholder accepts this pledge.

Due to this pledge, Visalux S.C. (or any company that may replace it) could be required to send a notification of appropriation of this claim to the issuer's cardholder.

11.3. The cardholder may not cancel an order that he has given using his card. The moment when the order is received is when:

- the holder confirms the order, if the transaction is conducted on the S-Bank network or the Bancomat network;
- Spuerkeess receives the order from Worldline Financial Services, for any other transaction.

The transaction date shown on the monthly statement of transactions corresponds to the time of receipt of the payment order and not to the date of processing of the transaction by Worldline Financial Services.

11.4. The account holder irrevocably gives an order to the issuer to debit his current account in the amount of all of the sums due as a result of using the card or pursuant to these Terms, even though he has not observed the usage limits defined in article 6. For credit cards, the current account is debited on the date indicated on the monthly statement of transactions, according to the chosen payment method, even if the balance is insufficient. The holder of the current account associated with the card must ensure in advance that the account has sufficient funds. If there is a credit balance on the statement, this balance is automatically transferred to the current account associated with the card on the date indicated on the monthly statement of transactions. The issuer is not obligated to transfer any credit balance to the current account before the date indicated on the monthly statement of transactions, except in the case of a fault attributable to the issuer or Worldline Financial Services.

11.5. If a credit card in revolving credit mode is terminated, it is expressly stipulated that any balance remaining due is payable in full on the date indicated on the monthly statement of transactions.

11.6. Each cardholder is jointly and severally liable with the account holder for the payment of the sums due pursuant to the use, even wrongful use, of his card, subject to the provisions of article 9.1., or pursuant to these Terms.

11.7. The cardholder may not object to the payment of notes bearing his signature or established via the use of his PIN. Similarly, the cardholder may not object either to remote payments made by the communication of card data, to NFC transactions carried out by presenting the card to the NFC terminal, or to transactions carried out via a third-party payment application.

If the note has not been duly signed by the cardholder, the latter and the account holder are nevertheless jointly and severally liable for the payment of the amounts incurred from transactions using the card and indicated on the note established by means of the card.

11.8. Any registration of transactions in the current account or on the monthly statement of transactions that have not been authorised, any error or any other irregularity in the management of the account must be immediately reported to Spuerkeess. The account holder may only contest entries appearing on the current account statement or monthly statement of transactions in accordance with the relative provisions of Spuerkeess' General Terms and Conditions. Spuerkeess may not be held liable for the failure of ATMs or POS terminals to operate.

11.9. The issuer is a third party in respect of disputes between the cardholder and the merchant affiliated to the Visa network. The existence of such a dispute does not release the account holder from the obligation to repay the sums that he owes to the issuer due to use of the card.

##### **Article 12: Proof of transactions made using the card and refund request**

12.1. The use of the card together with the use of a PIN constitutes, irrespective of the amount in question, the proof of a payment instruction given by the cardholder, in the same way as if this instruction had been given in writing by the cardholder. The cardholder may not object to a transaction whose amount is known following the presentation of the card together with the use of the PIN.

12.2. The use of the card through communication of the card data in the case of remote payments, whether for one-off, recurring or future payments or when saving the card for a purchase, service or commitment with a third party ("card-on-file") that may result in future or recurring payments, constitutes, irrespective of the amount in question, the proof of a payment instruction given by the cardholder, in the same way as if this instruction had been given in writing by the cardholder. The cardholder may not object to the transaction after communication of the card data.

12.3. The use of the card by presenting the card to an NFC terminal constitutes, irrespective of the amount in question, the proof of a payment instruction given by the cardholder, in the same way as if this instruction had been given in writing by the cardholder. The cardholder may not object to a transaction whose amount is known following the presentation of the card to an NFC terminal.

12.4. The use of the card together with the use of the PIN and the deposit of banknotes constitutes, when making a deposit at an ATM, the proof of an instruction given by the cardholder to credit the current account to which the card is linked with the amount corresponding to the banknotes deposited and verified as being authentic, as indicated on the receipt of deposit provided to the cardholder when this transaction is processed. The cardholder and the account holder acknowledge that deposits made at an ATM are conducted in accordance with the operating rules indicated at the time of the transaction. Neither the cardholder nor the holder of the current account to which the card is linked may object to the current account being credited with the amount corresponding to banknotes verified as being authentic and stated as such on the receipt of deposit.

12.5. Use of the card through the intermediary of a third-party payment application such as an electronic wallet, which consists in presenting a mobile device before an NFC terminal, including an ATM integrating NFC technology, constitutes, when the cardholder has duly authenticated the transaction, and this irrespective of the amount in question, proof of an instruction given by the cardholder in the same way as if this instruction had been given in writing by the cardholder. The cardholder cannot object to the transaction the amount of which is known further to presentation of the mobile device, on which is

installed a third-party payment application such as an electronic wallet, before an NFC terminal.

12.6. By way of derogation from Article 1341 of the Civil Code, the parties agree that in the event of a dispute, it is necessary to allow evidence of all transactions by all legal means as allowed in commercial matters, including testimonials and confessions. Electronic records of transactions held by Worldline Financial Services, the issuer or any other party constitute sufficient proof of the transactions and have the same evidentiary value as a written document.

12.7. A private use cardholder, excluding any use of a Visa Business card, may request reimbursement for an authorised payment transaction initiated by or via the beneficiary of the payment conducted using the card, provided the following factors are met:

- the authorisation did not indicate the exact amount of the payment transaction when it was given;
- the amount of the payment transaction exceeded the amount that the cardholder could reasonably expect given the profile of his past spending, the conditions stated by the provisions of these Terms and relevant circumstances in this case;
- the cardholder did not give his consent to the execution of the payment transaction directly to the issuer and this consent was not given based on information received by the holder at least 4 weeks before the due date;

If these conditions are met, the reimbursement request must be made by the cardholder within an 8-week period starting from the date on which the funds were debited.

A private use cardholder, excluding any use of a Visa Business card, may request reimbursement of an unauthorised transaction within a 13-week period starting from the date on which the funds were debited as long as the transaction was not correctly authenticated and conducted.

#### **Article 13: Monthly statement of transactions**

##### **Credit cards**

13.1. If at least one (1) card transaction is conducted, a statement of transactions is sent to the cardholder once per month. The standard format for sending the monthly statement of transactions is electronic in the case of credit cards for private use and paper in the case of credit cards for professional use. The account holder or any person designated by the account holder, must ensure that the address given at which to receive the monthly statement is up-to-date. Otherwise, the issuer cannot be held liable for non-delivery or incorrect delivery of mail whether in Luxembourg or abroad. The issuer reserves the right to apply mail handling fees if the address is invalid according to the rates in effect. The issuer also reserves the right to send the monthly statements via S-Net for credit cards for professional use.

Spuerkeess may charge a fee for sending a monthly paper statement by debiting the associated current account. This statement lists the transactions made by the cardholder, since the issuance of the previous statement, using the card based on the notes and computer files provided to Worldline Financial Services and, where applicable, credit transactions. It also contains the exchange rate applied and the details of all commissions as described in article 10.

#### **Article 14: Payment methods**

##### **Credit cards**

14.1. The account holder has (depending on the issuer's offer) two payment options; he may change his choice during the credit card validity period with the issuer's agreement. In the case of a credit card for professional use, only the first option (see description below) applies.

First option: the account holder irrevocably gives the issuer an order to debit from the current account the entire amount indicated on the monthly statement of transactions. In this case, no interest is charged.

Second option: the account holder irrevocably gives the issuer an order to debit from the current account the minimum amount requested by the issuer, before the deadline indicated on the monthly statement of transactions, without prejudice to the provisions of article 15.

In this case,

- (a) The remaining balance due is charged at an interest rate communicated to the holder when the credit card is provided and indicated on the monthly statement of transactions.
- (b) The account holder may make additional repayments at any time by crediting the account indicated on the monthly statement of transactions. Additional repayments registered until the deadline indicated on the monthly statement of transactions will be fully taken into account when calculating the interest for the following month. Additional repayments registered after the deadline indicated on the monthly statement of transactions will be considered from the value date communicated by the issuer to Worldline Financial Services. Processing of additional repayments by Worldline Financial Services is deferred in relation to the date of receipt of the payment order by the issuer. Consequently, the issuer cannot in any case be held liable for any additional repayment being allocated to the statement of transactions for the month following that initially targeted by the cardholder.
- (c) In accordance with article 6, any exceeding of a usage limit becomes immediately due and is debited from the current account to which the credit card is linked.

#### **Article 15: Insufficient funds**

##### **Credit cards**

15.1. If the current account does not contain sufficient funds to cover the amount of the transactions made with the card, the issuer may withdraw, without notice, the card or cards issued on the account in question and block all subsequent usage by the cardholder. It may notify its decision to Visalux S.C., as well as the merchants affiliated to the Visa network, and invite them to no longer accept the card. In this case, the amounts resulting from transactions with the credit card, as well as any related fees or interest, become immediately due and are debited from the current account to which the credit card is linked.

15.2. In the case of Miles & More Luxair credit cards, the issuer is not responsible for any expiry of the award miles earned and not redeemed if the Miles & More Luxair Visa or Miles & More Luxair Visa Business card is withdrawn due to insufficient funds.

#### **C. AMENDMENT AND TERMINATION**

##### **Article 16: Amendment of the Payment Card Terms of Use of Visa Business credit cards**

16.1. The issuer may propose at any time, by simple written notification, an amendment to these Terms.

16.2. If the holder does not agree with the amendment, he may exercise his right to terminate the contract during the month the proposed amendment is sent. After this period, the holder is deemed to have accepted the amendment, which takes effect the month following the notification.

##### **Article 17: Amendment of the Payment Card Terms of Use (excluding Visa Business credit cards)**

17.1. Any amendment to these Terms in the holder's favour may be applied without notice. If there is any other amendment to these Terms, Spuerkeess must notify the holder two (2) months before it is implemented. The amendment shall be considered to have been approved by the holder if he does not inform Spuerkeess of any objection in writing before the proposed date of entry into force. Any use of the card after notification of the amendment implies automatic acceptance of the amendment by the holder.

#### **Article 18: Termination of the contract: Common provisions**

18.1. The issuer, the account holder and the cardholder may at any time, and without indicating the reasons, subject to providing the notice indicated below, terminate the contract between them.

An early termination does not give the right to reimbursement, even partial, of the annual subscription paid.

18.2. In the event of termination of a credit card, the amounts incurred due to transactions using the card become immediately due and shall be debited from the associated current account. In addition, the account holder is liable for all of the transactions that, at the time of termination, had not yet been booked. An early termination does not interrupt the contractual interest due.

18.3. The termination of the relationship between the holder of the Miles & More member card and of the Miles & More loyalty programme must be immediately notified to the issuer. Failing that, data concerning the award miles referred to in article 22.4. continues, where applicable, to be sent to Miles & More. This termination (whether notified to the issuer by the holder or by Miles & More) may result in the termination of the contract under the conditions stated in articles 18 to 20.

18.4. If the current account associated with the payment card is terminated, the closure of the account only becomes definitive after all cash withdrawals or payment transactions conducted with the said card have been accounted for. The right of disposal is executed by a current account debit and is equivalent to cash transactions.

If the cardholder no longer maintains a contractual relationship with the issuer and a credit is subsequently accounted for on his card, the issuer reserves the right to charge handling fees on the amount to be reimbursed, in accordance with the rates in effect. If no valid bank account is provided by the cardholder, the issuer cannot make payment of the amount credited on the card.

#### **Article 19: Termination by the holder**

19.1. If the account holder or cardholder terminates the contract, he must provide one (1) months' notice, or two (2) months' notice before expiry of the card, by sending a letter or a written statement to one of the issuer's branches or via the S-Net electronic messaging system (see also article 19.5.) and, insofar as possible, return the card to the issuer.

19.2. Termination of the current account agreement by the account holder causes, as of right, the termination of contracts formed with the holders of additional cards.

19.3. Termination of the contract by a cardholder who is not the holder of the current account associated with the card does not result in the termination of the contract formed with the account holder and with the other cardholders.

19.4. The account holder has the right to terminate the contract between the issuer and an additional cardholder. In this case, he remains jointly and severally liable for the transactions conducted using this card.

19.5. If termination by the account holder or cardholder occurs less than two (2) months before the expiry of the card, the issuer reserves the right to debit the next annual subscription provided for in article 10.

**Article 20: Termination by the issuer**

20.1. If the issuer terminates the contract with the account holder, it provides a two (2) months' notice to the account holder and, where applicable, to the cardholders.

20.2. If the termination concerns a card other than the account holder's card, it is notified to the holder of that card and the account holder is informed.

20.3. Once notification of the termination has been provided, the holder or holders may no longer use the card. The account holder and the holder of the revoked card remain jointly and severally liable for transactions conducted after notification of termination.

20.4. The obligation to pay for transactions made with the card is not affected.

20.5. Any use of the card after it has been terminated by the issuer shall give rise, where applicable, to appropriate legal proceedings.

20.6. The card issuer may not be held liable for any potential loss of award miles earned using the Miles & More Luxair Visa credit card or the Miles & More Luxair Visa Business credit card and not redeemed when the cardholder's relationship with Miles & More is terminated.

**Article 21: Applicable law and jurisdictional competence**

21.1. Relations between the issuer and the card or account holder(s) are governed by Luxembourg law.

21.2. The courts of the Grand Duchy of Luxembourg shall have sole jurisdiction over any dispute between the cardholder or the account holder and the issuer; however, the issuer may refer the dispute to any other court which, in the absence of the foregoing choice of law, would normally have had jurisdiction as regards the holder.

**PART TWO: PROCESSING OF PERSONAL DATA**

**Article 22: Processing and transmission of personal data**

22.1. The provision of a payment card to the holder entails the use, processing and retention by the issuer of the cardholder's personal data, notably but not exclusively data such as the last name, first name, address, card number ("PAN"), account number and all payment and settlement methods linked to the card, for the purposes of executing the contract. Refusal to provide this data serves as an obstacle to obtaining a card. The cardholder acknowledges and accepts that the issuer processes, as part of the subscription and use of the card and, where applicable subsequently, as part of the management of transactions linked to the use of the card, his personal data for the purposes of (I) the proper functioning of the card and verifying the lawfulness of the accounts and transactions linked to it, (II) managing the relationship of the account holder and the cardholder, (III) granting and managing credit, (IV) commercially promoting banking services (except if the cardholder formally objects), (V) insurance and assistance and (VI) any dispute management or recovery.

22.2. Worldline Financial Services is authorised to manage the cardholder's personal data on behalf of Spuerkeess. To ensure the functioning of the card within the network, as well as the prevention, detection and analysis of fraudulent transactions, the cardholder and the account holder authorise the issuer and Worldline Financial Services to transmit to third parties, in particular Visalux S.C., Visa, all banks and all merchants participating in the international Visa network, all merchants participating in domestic and foreign networks of POS terminals, card manufacturers, organisations that personalise cards and international clearing and authorisation services, as well as the insurance companies and intermediaries appointed by Spuerkeess to manage insurance and/or all other card-related services, the personal data concerning the card and account holder(s) and concerning the limit granted for use of the card, insofar as the provision of this data is essential.

The recipients of this personal data may be located outside the European Economic Area and notably in countries where the level of personal data protection is likely to be lower than that provided in the European Economic Area.

22.3. The issuer is authorised to make any verifications concerning the personal and financial data provided by a card applicant.

22.4. To enable the use of the Miles & More Luxair credit card and the earning of award miles by the cardholder during purchases made using his Miles & More Luxair credit card, the cardholder authorises the issuer to submit to Miles & More the essential data in order to credit his Miles account, in particular the number of award miles and the Miles & More member number. For this purpose, the aforementioned data is sent to Miles & More, after the monthly statement of transactions is sent.

22.5. If the applicant for a Miles & More Luxair credit card is not yet a member of the Miles & More loyalty programme and, consequently, does not have a Miles & More member number, a Miles & More mileage account is automatically opened with Miles & More in the Miles & More Luxair credit card applicant's name when the card is requested. To this end, the necessary data is sent to Miles & More. The issuer is authorised to make any verifications concerning the personal and financial data provided by the applicant for a Miles & More Luxair credit card.

22.6. Presentation of the card by the cardholder serves as the cardholder's consent and authority concerning (I) the collection, retention and communication of identification and account position information elements by all means necessary to enable the issuer to maintain appropriate statements of transactions and of accounts; (II) the provision and transmission of this data to participants in and operators of the network of payments by payment card; (III) the retention of such information and data by said participants in and operators of the network of payments by payment card, said participants in and operators of the network of payments by payment card agreeing to abide by the laws and regulations to which they are subject concerning the processing of information.

22.7. The issuer shall be entitled to retain the personal data for a period not exceeding that necessary for its purposes and in accordance with the legal and regulatory provisions applicable to it.

22.8. The issuer and Worldline Financial Services may not be held liable for the loss of information circulating via the network of payments by payment card, except if they commit gross negligence. The issuer and Worldline Financial Services are not liable for the loss of information indicated on the monthly statements of transactions and account statements, in particular in the event of non-receipt or loss due to the account holder providing an incorrect address or failing to update his address. The cardholder or account holder is responsible for preventing the loss of any information and for ensuring that his contact details are properly communicated and updated.

22.9. The cardholder has, in respect of his personal data, a right to access, alter, erase and limit his data in accordance with current legislation concerning the processing of personal data. He also has the right to object, for legitimate reasons, to the processing of his personal data, which may nevertheless result in the issuer being unable to execute the contract in question.

22.10. These provisions concerning the processing and protection of the cardholder's personal data supplement article 7 of the issuer's General Terms and Conditions.

22.11. The cardholder declares that he has knowledge of and has expressly agreed to his personal data being processed in accordance with the terms described above.

22.12. In addition to the provisions concerning the processing of personal data as stated in these Terms, the cardholder specifically authorises the issuer to submit his personal data to third parties whose involvement is necessary as part of 3D Secure, notably to companies in charge of validating 3D Secure transactions.

In this context, the cardholder expressly acknowledges that he has been informed that use of 3D Secure requires the involvement of third-party companies, notably involved in validation by LuxTrust certificate. The data transmitted is also liable to be stored with these third-party companies, including abroad.

22.13. The issuer, which is responsible for processing the personal data, agrees to process this data in accordance with applicable legislation on the protection of individuals in respect of the processing of personal data and pursuant to the provisions of the issuer's Data Protection Policy, the latest applicable version of which is available at [www.spuerkeess.lu](http://www.spuerkeess.lu).

**Article 23: Recording of telephone conversations**

23.1. The account holder authorises the issuer and Worldline Financial Services, for security and evidence reasons, to record all telephone communications. The parties agree that the recorded tapes may be used in the courts and acknowledge that they have the same evidentiary value as a written document.

**PART THREE: CONDITIONS OF USE OF 3D SECURE**

**Article 24: Activation of 3D Secure**

24.1. 3D Secure is an internationally recognised standard for digital identification of the cardholder for online payments using the name "Visa Secure". In accordance with the regulations in effect on payment services in the internal market, strong authentication of the cardholder is mandatory for all remote payments that are not exempted under the regulations in effect. Its purpose is to enhance the security of transactions on the Internet and covers remote payments by credit card and debit card.

24.2. The issuer automatically activates 3D Secure by associating a LuxTrust certificate linked to a device such as LuxTrust Mobile or, where applicable, LuxTrust Scan with the cardholder's payment cards.

24.3. 3D Secure cannot be activated by any other authentication method than those mentioned above. Without an eligible LuxTrust device, 3D Secure cannot be activated.

24.4. The activation of 3D Secure is free and takes place via a secure Internet connection.

24.5. The automatic activation is done individually for each of the cardholder's payment cards. If the cardholder receives a new card (e.g. in case of loss or theft or replacement), 3D Secure will also be automatically activated by the issuer for the new card.

24.6. Unless 3D Secure is activated, a transaction with a merchant over the Internet requiring 3D Secure identification cannot be executed, except in the event the payment is exempted from strong authentication under European regulations.

**Article 25: Use of the card and authorisation**

25.1. For the purpose of executing a 3D Secure transaction using a LuxTrust device, the cardholder must validate the execution of the 3D Secure transaction through the use of an eligible LuxTrust device supported by Spuerkeess. Only devices whose certificate is activated are accepted.

25.2. When the merchant has integrated 3D Secure directly into its application (mobile or on the basis of any other supported platform), instead of loading the 3D Secure web version via an iFrame, authentication will only be possible via the LuxTrust Mobile device. If LuxTrust Mobile is not installed and activated on a device (tablet or smartphone), it will then be impossible to complete the validation and therefore the execution of the 3D Secure transaction.

25.3. The entry of the required security details confirms approval of the card payment transaction in accordance with the provisions of these Terms.

25.4. Two types of 3D Secure authentication via the LuxTrust Mobile device may be implemented outside of an immediate payment transaction:

- As part of an authentication known as "Non Payment Authentication" (NPA), the entry of required security details confirms the provision of card data to the merchant or to an authorised third party, in particular in the context of saving a card on a digital platform, the creation of a payment identifier (token) or the update of card data.
- As part of an authentication known as "3DS Requestor Initiated Authentication" (3RI), the entry of required security details, without direct interaction initiated by the cardholder, confirms approval of the transaction, in particular in the context of recurring payments.

**Article 26: Due diligence requirement**

26.1. The cardholder must ensure the security and confidentiality of his security details and of any instrument or device (card, LuxTrust device or mobile device) required for validating a transaction. In particular, he must not write down the security details or save them in electronic format in their full or modified form, coded or otherwise, nor communicate them to a third person by any means.

26.2. When validating a 3D Secure transaction, the cardholder must ensure that the authentication screen contains the following protection elements:

- display of transaction data via the merchant's website or application (the merchant's name, amount, currency);
- the authentication screen address begins with "https";
- the authentication screen address bar must display a padlock;
- the authentication screen features the "Visa Secure" logo;
- during strong authentication using a mobile device, the cardholder must be sure that the data displayed in the LuxTrust Mobile application actually corresponds to that of the transaction initiated via the merchant's website or application. The cardholder must also ensure that the context displayed on the LuxTrust Mobile application is consistent with the transaction actually conducted.

If one of these protection elements is absent from the authentication screen or in the event of any suspicion related to the information displayed, the cardholder must refrain from entering his security details or validating the transaction, and is solely liable for any damage that may result from the entry of his security details or a potential validation of the transaction.

26.3. If one of these protection elements is absent from the authentication screen or if there is a suspicion concerning fraudulent use of the cardholder's security details, the cardholder must immediately notify the issuer and block the card in accordance with the provisions stated in these Terms.

26.4. If the LuxTrust device or mobile device is lost or stolen, the cardholder agrees to alter his personal security details. He must follow the instructions given on the LuxTrust website and immediately inform Spuerkeess on the telephone number (+352) 4015-1 or Worldline Financial Services on the telephone number (+352) 49 10 10 (service available 24 hours per day) outside of Spuerkeess' opening hours.

**Article 27: Liability**

27.1. The liability clauses stated in these Terms, as well as in the issuer's General Terms and Conditions, are applicable for the use of 3D Secure.

The issuer does not guarantee the systematic availability of 3D Secure or of any related infrastructure and may not be held liable for any damage resulting from a failure, interruption (including in case of necessary maintenance) or overload of the systems of the issuer or of one of the third parties mandated by the issuer.

27.2. The issuer may not be held liable for any failure in the 3D Secure service, or for any damage resulting from a failure, incorrect functioning or interruption in the electronic communications networks (Internet, mobile telephony) and public servers, from industrial action or other events outside its control.

27.3. The issuer shall not be held liable for any failure to activate 3D Secure or to validate online payment card transactions requiring 3D Secure strong authentication which may result from the negligence or refusal of the cardholder to acquire an eligible and activated LuxTrust device in due time within the meaning of article 25.

27.4. The issuer reserves the right to suspend an authentication method that enables activation of the 3D Secure service or validation of a 3D Secure transaction for technical or security reasons and may not be held liable for any damages resulting therefrom.

27.5. The issuer cannot be held liable for any transaction duly confirmed by the cardholder using 3D Secure strong authentication relying on qualified strong authentication.

27.6. The issuer cannot be held liable for any financial and contractual undertaking entered into between the cardholder and a third party via a 3D Secure strong authentication relying on qualified strong authentication, in accordance with article 11.9. of these Terms.

**Article 28: Modification and replacement**

28.1. Spuerkeess reserves the right to change the operation, any part of the flows or security rules of 3D Secure at any time, or to replace or supplement 3D Secure or means of authentication with another technology meeting regulatory standards regarding secure payments.