

Payment Card Terms of Use

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THE FRENCH TEXT IS BINDING

PART ONE: PAYMENT CARD TERMS OF USE

A. TERMS OF USE

Article 1: Definitions

Under the present Terms of Use ("Terms"):

- "3D Secure" refers to the internationally recognised standard for identifying the cardholder for online payments using the name "Visa Secure";
- "card-on-file" means the recording of card data with a merchant;
- "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 the credit card 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 "V PAY" or 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, with a range of non-banking benefits;
- "payment card" or "payment cards" and "card" or "cards", means debit cards and credit cards;
- "LuxTrust certificate" refers to a digital identity, used to identify a physical person, issued by LuxTrust certifying the accuracy of the data between the physical identity and the digital identity;
- "verification code" 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"). On the Visa network, this verification code is referred to as "CVV2" ("Card Verification Value");
- "merchant" means the party authorised to accept transactions conducted by card;
- "current account" means the bank account 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 and/or
 - the amount of the banknote(s) deposited by the cardholder at an ATM and verified as being authentic;
- "annual subscription" means the flat fees charged for issuing and operating the card;
- "exchange rate" means the rate applied in transactions that require a currency conversion. This rate is comprised of the Visa daily rate, as well as exchange fees applied by the issuer. For foreign currency withdrawals at certain dedicated ATMs of the issuer's S-Bank network, 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 the LuxTrust Token, LuxTrust Mobile or, where applicable, LuxTrust Scan, required for a 3D Secure authentication;
- "card data" means the card number, the expiry date and, in some cases, the verification code thereof;
- "EEA" means European Economic Area;
- "issuer" means Banque et Caisse d'Épargne de l'État, Luxembourg (hereinafter referred to as "Spuerkeess");
- "ATM" means automatic teller machine;
- "Luxair" means the Luxembourg airline Luxair S.A., headquartered at Luxembourg Airport, L-2987 Luxembourg;
- "Miles & More" means the company Miles & More GmbH under German law, a 100% subsidiary of Deutsche Lufthansa AG, headquartered at Main Airport Center (MAC), Unterschweinstiege 8, D-60549 Frankfurt/Main;
- "NFC" (Near Field Communication) refers to a technology that allows cardholders to conduct payment transactions on an NFC terminal without having to insert the card into the terminal, i.e. without the card coming into physical contact with the terminal, with or without entering the PIN, or to conduct payment transactions using a third-party payment application. The NFC functionality is activated during the first transaction in online mode by introducing the card into the POS terminal or the ATM and entering the PIN. The cardholder can ask Spuerkeess for the NFC functionality to be deactivated and subsequently reactivated. Deactivation of the NFC functionality is effective only on the card in circulation. If the card is renewed or replaced, a new request must be made;
- "NFC transaction" means a "contactless" payment transaction made using NFC technology on an NFC terminal;
- "remote payments" refers to payment transactions initiated 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 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 miles and redeem them at a later date. The German company Miles & More GmbH is the operator and issuer of this programme;
- "S-Bank network" refers to the issuer's private ATM network accessible only to Spuerkeess cardholders and allowing access by entering the PIN, among other things, to withdrawals, consultation of associated current account movements, changes to the PIN and, where applicable, transfers or deposits;
- "Visa network" refers to the network of ATMs, point-of-sale terminals and merchants/companies in Luxembourg and abroad where Visa credit cards and debit cards are accepted. The appropriate devices and the merchants and companies affiliated with this network are identifiable by the "Visa" and/or "V Pay" logo;
- "NFC terminal" means an electronic payment terminal that incorporates the NFC function, therefore not requiring the card to be inserted to conduct an NFC transaction, 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 from which the expenses incurred using the card are debited, or to which are credited the amounts of deposits made at one of the issuer's ATMs;
- "token" means the unique digital identifier, stored by Visa, which replaces the card number 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;
- "deposit at an ATM" means the depositing of banknotes by a cardholder at one of the issuer's ATMs, 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 L-5326 Contern, 2-4, rue Edmond Reuter;
- "Worldline Financial Services" refers to the public limited company Worldline Financial Services (Europe) S.A., having its head office at L-8070 Bertrange, 33, rue du Puits Romain, 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 separate letters. 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 the present Terms in force at the time of use.
- 2.3. Obtaining any payment card requires holding a current account associated with it with Spuerkeess.
- 2.4. The issuer remains the owner of the payment card. It is entitled to request its immediate return at any time without giving the reason for its request and in any case before the termination of the current account associated with the card.

**Article 3: Use of the card****Common provisions**

3.1. The card gives its holder the ability to pay for products and services offered by merchants and companies affiliated with the Visa network, requiring:

- the presentation of the card and a holographic signature of a note that is presented to him by the affiliated merchant or company; or
- inserting the card in 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. 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 requested. Under all circumstances, the cardholder must follow the instructions shown on the NFC terminal, or
- the communication of card data in the case of remote payments (exception: V Pay cards), including card-on-file payments, or
- the use of a third-party application according to the conditions described in article 7 of these Terms.

3.2. The cardholder may also, upon presentation of the card and by using his PIN, withdraw cash from an ATM in Luxembourg, including the S-Bank network, and abroad.

3.3. At certain dedicated ATMs of the issuer's S-Bank network, the cardholder may, by entering his PIN, deposit banknotes until the authorised deposit limit as indicated when the transaction is being handled. The current account associated with the card is credited with the amount corresponding to the banknotes deposited and verified as authentic.

3.4. At certain dedicated ATMs of the issuer's S-Bank network, the cardholder may, by entering his PIN, enter transfers within the limits of use as defined in article 6 of these Terms. Spuerkeess reserves the right to require written confirmation, among other factors if it believes that these orders are incomplete and do not have a sufficient level of authenticity. In this case, the account holder bears all and any consequences that may result from the delay or possible refusal of execution.

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 and companies affiliated to the Visa network with whom the card is used; in particular, they bear no liability if a merchant or company refuses to accept the card as a payment method.

3.7. The cardholder is responsible for both the use of the card and the security settings, including the PIN, associated with it. 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 general terms and conditions, which are available at 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 value of purchases made, excluding corresponding fees and charges, after deducting the amount of credits. Thus, two (2) euros spent on a purchase made using a Miles & More Luxair Visa credit card give the right to one (1) award mile. One (1) euro spent on a purchase made with a Miles & More Luxair Visa Business credit card gives the right to one (1) award mile. The issuer converts euros into award miles. Award miles exclude cash withdrawals, top-ups of payment cards, including prepaid cards with financial and non-financial institutions, a bank account or an electronic wallet, any transfer transaction, ordering of money, acquisition of foreign currencies, including the acquisition of cryptocurrencies, as well as any acquisition of precious metals or any type of securities.

3.11. After the data required for crediting award miles are 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 general terms and conditions, 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 months, the cardholder conducts 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. This provision does not apply to Frequent Travellers,

Senators and members of the HON Circle: provided that these individuals retain their status, the validity of their award miles is unlimited. Further information is available at www.miles-and-more.com under "mileage expiry".

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 on which the PIN is printed on a plastic tab.

4.2. In order to prevent any fraudulent use of his card, the cardholder shall ensure that the PIN mailer is destroyed when the PIN has been memorised. The PIN is personal and non-transferable and can be changed by the cardholder. The cardholder is responsible for his PIN; he must not write it either on the card or on a document that is kept with the card or that can be accessed by a third party, nor communicate it to a third person. Failure to follow these instructions is considered as gross negligence and obliges the cardholder and account holder to bear the full cost of losses resulting from fraudulent use of his card.

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 his security details and any instrument or device necessary for the validation of a payment transaction.

4.4. The cardholder is responsible for both the use of the card and the security settings, including the PIN, associated with it. In the event of a transaction at an ATM or an electronic payment, the cardholder adopts reasonable and prudent behaviour, in order to avoid confidential data, and specifically the PIN, from being stolen by anyone who might be looking over his shoulder. Failure to follow these instructions is considered as gross negligence and obliges the cardholder and account holder to bear the full cost of losses resulting from fraudulent use of his card. The issuer cannot be held liable and no refund will be issued if the cardholder fails to respect basic security instructions, resulting in the card being stolen and withdrawals or electronic payments being made by a third party.

4.5. If the cardholder forgets the PIN, he may request a reissue of his PIN via S-Net or by contacting Spuerkeess.

Article 5: Multiple cards

5.1. At the account holder's request, the issuer can provide additional payment cards to other persons, 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. These statements are sent in paper format to the business address.

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: Limit of use**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.

Debit cards**• V Pay S-Card Top OLI, V Pay Axxess and Visa Debit**

6.2. Spuerkeess determines the weekly usage limit applied to V Pay S-Card Top OLI and V Pay Axxess cards as well as the monthly usage limit applied to Visa Debit cards. They may be lowered or raised according to the wishes of the cardholder, his legal representative or by decision of Spuerkeess.

The defined usage limit is valid for both withdrawals and transfers at dedicated ATMs of the S-Bank network, for withdrawals from other ATMs in Luxembourg and abroad and POS terminal payment transactions and remote payments for Visa Debit cards.

The right of disposal may only be exercised within the limit of available funds in the associated current account (= assets and/or overdrafts on current account). The provision is checked online at the time of the transaction, i.e. in real time. Spuerkeess decides solely 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.



If Spuerkeess' online authorisation system is unavailable, the cardholder is entitled to a fallback limit, which may, where applicable, result in the account becoming overdrawn.

• V Pay S-Card Top

6.3. Spuerkeess determines the weekly usage limits applied to V Pay S-Card Top cards. They may be lowered or raised according to the wishes of the cardholder or by decision of Spuerkeess.

The usage limits may be separate for ATM and POS terminal transactions.

– Withdrawals may be made as part of the weekly usage limit granted by Spuerkeess. However, on the S-Bank network, the right of disposal (withdrawals and transfers) may only be exercised within the limit of available funds in the associated current account (= assets and/or overdrafts on current account).

– Payments at POS terminals may be made as part of the weekly usage limit granted by Spuerkeess at domestic and foreign POS terminals.

If the account to which the card is attached has insufficient funds, transactions conducted using the card may result in the account becoming overdrawn.

Common provisions

6.4. NFC transactions can only be conducted within the limit defined by the NFC terminal.

6.5. 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 the present 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 the present 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

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 card expires on the cardholder's 30th anniversary. As a replacement, he can order a Visa Debit card at a Spuerkeess branch. The new card will be sent to the cardholder 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 Visa credit card or Visa Debit card is replaced, the issuer sends Visa the data of the new card. In this way, Visa can help merchants that wish to do so to ensure that payments initiated by the cardholder using a card pre-registered with the merchant and recurring payments that the cardholder created using the old card are carried over to the new card. The tokens associated with the old card are automatically linked to the new card. The cardholder can object to this data transmission by notifying the issuer of his refusal when the card is renewed.

Article 9: Loss, theft or fraudulent use

9.1. If the card is stolen or lost or if the PIN is disclosed, even unintentionally, 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, the cardholder will be released from any liability in connection with the use of his card.

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 the present 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 paragraph 1 of the present article.

9.3. If the cardholder finds his card after reporting it as lost, he may no longer use it and must destroy it. Blocking the card results in the automatic issuance of a new card at the expense of the account holder.

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 credit 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 direct debit withdrawals on the S-Bank network) are converted into euro 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 withdrawals on the S-Bank network are converted into euro 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 as a percentage mark-up on the issuer's ATM screen 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. 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 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. Whenever a card is used to make purchases, obtain services or withdraw funds, the cardholder acknowledges by signing the note, using the PIN, presenting the card to the NFC terminal, communicating the card data or using a third-party payment application, that he has a debt to the merchant or financial institution that advanced the funds. The debt is acquired by Visalux S.C., or any companies that may replace it, holding the card license, which pays the merchant or financial institution. The issuer then acquires the debt by paying Visalux S.C..

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;



– Spuerkeess receives the order from Worldline Financial Services, if the transaction was not conducted on the S-Bank network.

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 result of using the card or pursuant to the present 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. If there is a credit balance on the statement, this balance is automatically transferred to the current account. The day of the transaction indicated on the monthly statement of transactions corresponds to the time the payment order was received.

11.5. Each cardholder is jointly and severally liable, together with the account holder, for the payment of sums due in respect of the use, even abusive, of his card, subject to the provisions of article 9.1. or pursuant to the present Terms.

11.6. 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.

11.7. Any registration of transactions in the account 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 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.

11.8. The issuer is a third party in respect of disputes between the cardholder and the merchant or company 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 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. 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.

12.6. The cardholder may request reimbursement for a transaction initiated by or via the beneficiary of the payment conducted using the card, provided the following factors are met:

- the card used was not a Visa Business card;
- the transaction had been authorised and the authorisation did not indicate the exact amount of the transaction when it was given;
- the amount of the transaction exceeded the amount that the cardholder could reasonably expect given the profile of his past spending, the conditions stated by the provisions of the present 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 more than four weeks before the due date;

– the reimbursement request is presented by the cardholder within an 8-week period starting from the date on which the funds were debited.

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. 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 payments 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.

(c) In accordance with article 6, any exceeding of the 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 and companies affiliated to the Visa network, and invite them to no longer accept the card. In this case, the amounts resulting from the card transactions 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 information, notably on the monthly statement of transactions, an amendment to the present 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 the present Terms in the holder's favour may be applied without notice. If there is any other amendment to the present 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. continue, 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 present contract under the conditions stated in articles 18 to 20.

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

Article 19: Termination by the holder

19.1. If the account holder or cardholder terminates the contract, he must provide a one (1) month's notice by sending a registered letter or a written statement to one of the issuer's branches or via the S-Net electronic messaging system. He must return the card to the issuer. Termination only becomes effective when the holder has returned 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 current account holder does 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 until it has been returned to the issuer.

19.5. If termination by the holder occurs less than two months (2) before the expiry of the card, the next annual subscription provided for in article 10 shall still be due.

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 and must return it to the issuer. The account holder and the holder of the revoked card nevertheless remain jointly and severally liable for transactions conducted after notification of termination until the respective cards are returned to the issuer.

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

20.5. Any use of the card after the issuer has requested that it must be returned shall give rise, where applicable, to appropriate legal proceedings.

20.6. The card issuer may not be held responsible for any potential loss of award miles earned using the Miles & More Luxair Visa card or the Miles & More Luxair Visa Business 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, 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., 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 companies that manage card-related insurance, 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 these 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 & More mileage account (number of award miles, Miles & More member number). For this purpose, the aforementioned data are 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 are 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. The cardholder is responsible for preventing the loss of any information.

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. The present 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 explicitly agrees 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 the present Terms, the cardholder specifically authorises the issuer to submit his personal data to third parties whose involvement is necessary as part of the 3D Secure service, 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 the 3D Secure service requires the involvement of third-party companies, notably involved in validation by LuxTrust certificate. The data transmitted are 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 these 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.

**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 the 3D Secure service**

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 second European directive 2015/2366 of 25 November 2015 on payment services in the internal market ("PSD2"), strong authentication of the cardholder is mandatory for all electronic payments online that are not exempted under PSD2 or any other European regulation. Its purpose is to enhance the security of transactions on the Internet and covers online credit card and debit card payments.

24.2. The Issuer automatically activates 3D Secure by associating a LuxTrust certificate linked to a device such as LuxTrust Token, LuxTrust Mobile or, where applicable, LuxTrust Scan with the customer'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 customer's payment cards. If the customer 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 as defined in article 26.1. confirms approval of the card payment in accordance with the provisions of these Terms.

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 telephone/mobile electronic 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;
- when authenticating using a LuxTrust Token, the personal secret image previously defined by the cardholder with LuxTrust must be displayed before the cardholder enters his one-time code;
- the authentication screen features the "Visa Secure" logo;
- when authenticating using a mobile electronic 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.

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 responsible 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 the present Terms.

26.4. If the cardholder's LuxTrust device or mobile phone is lost or stolen, the cardholder agrees to alter his security details.

Article 27: Liability

27.1. The liability clauses stated in the present 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 the 3D Secure service 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 a social conflict 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 transactions via payment cards requiring 3D Secure 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.

Article 28: Termination

28.1. Spuerkeess reserves the right to terminate and replace the 3D Secure service at any time with another system meeting the same regulatory standards regarding secure payments.