



# Terms and Conditions

Payment services framework contract

04/01/2024



**Article 1: Scope of application and applicable provisions**

- 1.1** The business relationship between Sogexia and you, a natural person or legal entity, is based on mutual trust and governed by these terms and conditions, the tariff conditions and, if applicable, any other terms and conditions or specific documents agreed between the parties ("**Agreement**"). The rules and practices generally applicable and followed in the Luxembourg financial centre may, as the case may be, supplement the provisions of the parties. The provisions agreed between the parties must be understood in a manner compatible with the mandatory provisions (from which the parties cannot derogate) contained in the laws and regulations in force in Luxembourg.
- 1.2** The Agreement applies to your online Account and the Card or Cards that are made available to you for the purposes of the payment services described below. You must read the Agreement carefully before accepting it. Your application for the online Account and Card(s), as well as the various declarations of consent you make at the time of your online application, will be taken by us to mean that you have read and accepted the terms and conditions of this Agreement. Your rights and obligations are set forth in this Agreement. You may download a copy of this Agreement via the Website, or request Customer Service to provide you with a hard copy.
- 1.3** Sogexia may decide at its sole discretion whether or not to enter into a business relationship with you, without being obliged to give reasons for any refusal.
- 1.4** You have a period of fourteen (14) calendar days from Activation to withdraw without penalty, and without needing to justify this. If the last day of the period is not a Business Day, the deadline will be extended until the next Business Day. To exercise your right of withdrawal, you must contact Customer Service before the expiry of the said period. Your withdrawal will result in the termination of the Agreement and the transfer of Available Funds to the initial payment account.
- 1.5** Sogexia is subject to the prudential supervision of the supervisory authority in Luxembourg, namely the Financial Sector Supervisory Commission or "**CSSF**".

**Article 2: Definitions**

"**Activation**" means the procedure by which you activate your online Account and the Card(s) made available to you.

"**Payee**" means the natural person or legal entity identified in a Payment Order as the payee.

"**Card**" means a Mastercard® card issued to you for the purpose of carrying out Transactions from the online Account in accordance with the terms of this Agreement, and to which there may also be an Additional Card.

"**Additional Card**" means an additional Card that we issue to you for use by an Additional Card User.

"**Force Majeure Event**" means any situation that prevents or hinders fulfilment by a party of its obligations under this Agreement resulting from an act, event, omission, or non-event beyond the control of this party, including, without limitation, the following events: natural disaster, riots, war, acts of terrorism, fire, flood, storm, earthquake, and any disaster.

"**CDD**" means the customer due diligence measures to be taken to identify and verify your identity (and the identity of any Additional Card User) in accordance with applicable laws and regulations (including in particular those relating to the combat against money laundering). It is expressly stipulated that we reserve the right to request, at any time, additional documents concerning you and any Additional Card User or any payee (apparent, i.e. Payee, or beneficial, if different).

**"Consumer Customer"** means a natural person who, as a party to this Agreement, acts for a purpose other than professional or business.

**"Professional Customer"** means a person who, as a party to this Agreement, acts for professional or business purposes.

**"PIN Code"** means the secret code that we provide to you for each Card issued. You must keep it secret and not reveal it to anyone, not even to us, or to a Third Party Provider.

**"Merchant"** means a provider of goods and/or services who accepts the Card as a means of remote (e.g. by telephone and/or online) or on-the-spot payment.

**"Account"** means your payment account as opened in our books, accessible via the interface available on <https://my.sogexia.com>, which allows you to make purchases, receive payments, or make payments, either directly or through your Card(s). Your Security Data will be required to access your Account.

**"Agreement"** means these general terms and conditions, the tariff conditions and, if applicable, any other agreed terms and conditions or specific documents applicable between the parties

**"Creditor"** means the payee of a SEPA direct debit mandate.

**"CSSF"** means the Financial Sector Supervisory Commission.

**"Available Currency"** means a currency listed on the following page: <https://support.sogexia.com/hc/en-gb/articles/360005821877-In-which-currencies-can-I-send-and-receive-bank-transfers->.

**"Automatic Cash Machine"** or **"ATM"** means an Automatic Cash Machine.

**"SEPA Direct Debit"** means a Transaction in Euros that we make on your behalf, on the basis of a SEPA Direct Debit Payment Order.

**"Security Data"** means any applicable security data or procedures that you must follow or use to issue an instruction, confirm your identity, or access a device (for example, a secret code, password, PIN Code, or biometric data such as a fingerprint).

**"Personal Data"** means any information relating to an identified or identifiable individual. An identifiable natural person is deemed to be a natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more elements specific to their physical, physiological, genetic, psychic, economic, cultural or social identity.

**"EEA"** means the European Economic Area.

**"Euros"** means the currency of the Euro zone.

**"Available Funds"** means the amount of funds actually available in your online Account to carry out Transactions, i.e., net of debit transactions outstanding and of all applicable fees.

**"Sogexia Group"** means SGX Processing SAS and all companies majority-owned (more than 50%) in capital by SGX Processing SAS, whether directly or indirectly.

**"Unique Identifier"** means an *International Bank Account Number* (IBAN).

**"Business Day"** means a day, other than Saturday or Sunday, on which the banks are open to the public in Luxembourg or, in the case of SEPA Transactions, one business day as defined on the following page: <https://support.sogexia.com/hc/en-gb/articles/207073559-What-are-the-cut-off-times-and-bank-holidays->.

**"We", "us" and "our"** refer to Sogexia.

**"Transaction"** means a SEPA Transfer or SEPA Direct Debit Transaction, or a transaction in which a Card is used by you in any way to credit or debit your Account.

**"Payment Order"** means payment instructions issued by you or, as the case may be, an Additional Card User, requesting us to carry out a Transaction for the Payee identified by the Unique Identifier indicated in your instructions.

**"Eligible Country"** means a country listed on the following page: <https://support.sogexia.com/hc/en-gb/articles/360005821877-In-which-currencies-can-I-send-and-receive-bank-transfers->.

**"Privacy Policy"** means the privacy policy in force within Sogexia, which is updated regularly and is available at <https://www.sogexia.com/en/legal-documents/> and forming part of the Agreement.

**"Third Party Provider"** means a payment initiation service provider or an account information service provider that, with your permission, is authorised by law or regulation to access information about your online Account and/or issue payment instructions in relation to your Account.

**"Sogexia"** means the payment institution authorised and supervised by the CSSF, registered with the Luxembourg Trade Register under number B 233322, whose registered office is located at 55, Avenue de la Gare, L-1611 Luxembourg, Luxembourg.

**"SEPA"** means the Single Euro Payments Area.

**"Customer Service"** means the service reachable by phone at +352 (0) 27 86 04 64, by mail to Sogexia S.A., 55, Avenue de la Gare, L-1611 Luxembourg, Luxembourg, or by email to [support@sogexia.com](mailto:support@sogexia.com).

**"Website"** means the [www.sogexia.com](http://www.sogexia.com) website.

**"SGX Processing SAS"** means the company registered in the Trade and Companies Register under number 533272951, having its registered office at 79 boulevard Stalingrad, Bâtiment B, 69100 Villeurbanne, France.

**"Protection System"** means a system that contributes to the secure use of your Card on the Internet.

**"Instant Transfer"** means an instant transfer of funds from your online Account to a second online Account, each such account being a payment account opened in Sogexia's books, the second being opened in the name of another Sogexia customer other than yourself.

**"Additional Card User"** means the person you authorise to use an Additional Card.

**"(non-SEPA) International Credit Transfers"** means international credit transfers outside SEPA as defined in clause 8.1.2.

**"SEPA Credit Transfer(s)"** means a Transaction in Euros, debiting your online Account and crediting another Euro account in the SEPA zone.

**"You", "your" or "Customer"** means the Consumer or Professional Customer that you are.

### **Article 3: Provisions relating to your online Account**

- 3.1** Your Account offers you payment options without an authorised overdraft. This is not a deposit account, and this account is in no way linked to accounts you may have with other providers. You will not be able to receive interest on the funds credited to your Account, since it is prohibited by European legislation.
- 3.2** Only you can operate your online Account and have access to it, subject to what you may agree with a Third Party Provider. Your Account is only available and accessible online. Sogexia has no physical counters where you can go to carry out other Transactions or withdraw money.
- 3.3** You can check the level of your Available Funds by logging into your online customer portal or by contacting Customer Service. The level of your Available Funds will be adjusted immediately after the completion of a Transaction and the deduction of any applicable fees. The online portal of your Account is accessible 24 hours a day, except for ongoing maintenance or in case of Force Majeure Events.
- 3.4** If you are a Consumer Customer, your online Account must only be used for personal purposes and not for professional or business purposes. If you are a Professional Customer, you are deemed to use the Sogexia services solely for professional or business purposes, and may not claim the benefit of the mandatory provisions protecting consumers or the provisions of the Agreement that only apply to Consumer Customers.
- 3.5** Upon activation of your online Account, you will have access to the various features detailed in Article 17. You will be able to check the amount of your Available Funds by consulting your Account online or by contacting Customer Service.
- 3.6** We draw your attention to the fact that balances and Available Funds appearing on the online Account are provisional balances subject to change if there are outstanding transactions that have not yet been recorded. We will provide you with information on any outstanding Transactions as soon as possible. We will also deduct any applicable fees as soon as they fall due (as indicated in Article 17 "Fees and Limits").

#### **Article 4: Provisions relating to the Card or Cards available to you**

- 4.1** We issue you a Card so that you can use it to make Payment Transactions (payment or withdrawal). The issuance of this Card gives rise to the issue costs provided for in Article 17.
- 4.2** Your Card is not a credit card (no authorised overdraft or deferred debit) and is only linked to your online Account. Funds credited to your Card will not bear interest. Your Card remains our property and you can neither assign it nor pass it on. It may only be used by you or, if it is an Additional Card, by the authorised person (the Additional Card User).
- 4.3** The metal Cards are associated with insurance benefits. The information notice setting out the various guarantees and conditions applicable is available at the following address: <https://www.sogexia.com/en/legal-documents/> (see document "Insurance Notice - Metal Card"). The insurance benefits will take effect on the date your Card is activated in accordance with the procedure described in Article 5.4. If your Account does not have sufficient funds to pay the full monthly management fee for your Card as set out in Article 17, you will have 30 days to fund your Account with the necessary amount. After this period, the insurance benefits will be automatically suspended until your Account has a sufficient balance to cover the outstanding monthly management fee. If your metal Card is deactivated, blocked or withdrawn for any reason, the insurance benefits will automatically and immediately terminate. In the event of replacement of your Card as set out in Articles 12.8 and 12.9, the insurance benefits associated with the replaced Card will be terminated and new insurance

benefits will commence on the date of activation of your Replacement Card in accordance with the procedure set out in Article 5.4.

#### **Article 5: Application and activation**

- 5.1** To become a Consumer Customer, you must be at least 18 years of age, resident in an EEA country or in Switzerland, and do not represent anyone, that is, you must act on your own behalf and for your own account. To become a Professional Customer, you must be a person with a business established in an EEA country or in Switzerland, and acting on behalf of that establishment for the purposes of the Agreement.
- 5.2** Before accepting you as a Consumer Customer or Professional Customer, or proceeding with the Activation, we will carry out all the CDD procedures that we deem necessary. Sogexia may decide not to proceed with your request, and in any event will not do so until you have provided, to the satisfaction of Sogexia, all the necessary documentation and justifications or documents required. Any refusal will be notified to you by email.
- 5.3** We will keep a record of the information and documents you provide to us for the purposes of the CDD, in accordance with the terms of the Privacy Policy referred to in Article 19.
- 5.4** As soon as you receive your Card, you must sign it in the place provided on the back. Activation of the Card must be made from the online Account, by entering the Card verification code printed on the back of the Card and the last four (4) digits of the Card Number engraved on the front. Your Card must not be used before Activation and the signing of your signature.
- 5.5** We provide a PIN code (the "**PIN Code**") that is specific to each Card and that you must not reveal to anyone, not even to us or the Third Party Provider that you may use.

#### **Article 6: Additional Card Users**

- 6.1** You can authorise Additional Card Users. Each of them must be at least 18 years old and resident in an EEA country or in Switzerland. For each Additional Card issued, the Card issuing fee referred to in Article 17 will apply.
- 6.2** Once your online application has been completed, we will proceed with the verifications we deem necessary under the CDD. We will maintain records with all information and documentation provided to us in connection with these CDD measures, in accordance with the provisions of the Privacy Policy referred to in Article 19.
- 6.3** The User of an Additional Card may use the Available Funds to carry out Transactions via an Additional Card. He or she cannot access the online Account or make any direct Transactions there.
- 6.4** You are solely responsible for all fees and Transactions related to any Additional Card issued in connection with your online Account, and you are solely responsible for handling and assuming any tax-related question, process or exposure relating to the use of an Additional Card.
- 6.5** You will have access to the details of all Transactions made using the Additional Cards. Users will be expected to be aware of this, as you must draw their attention to this point, as well as to all provisions applicable to the use of an Additional Card, as these provisions are described herein.
- 6.6** Additional Card Users are allowed to credit your online Account.
- 6.7** Additional Card Users do not have any redemption right over the credit balance, if any, on the online Account in the event of termination. Any Additional Card User who wishes to permanently stop using his or her Additional Card must destroy it, cutting its chip into several pieces, must inform you, and you must inform us of this as soon as possible.

- 6.8** If you wish that an Additional Card User ceases to use his or her Additional Card permanently, as you have the right to, you must inform Customer Service and ensure that the said Additional Card is destroyed.
- 6.9** You agree to ensure that all Additional Card Users receive a copy of this Agreement (including the Privacy Policy) and abide by the terms applicable to them.

## **Article 7: Funding your Account online**

- 7.1** Your online Account may be funded electronically using the methods described below:

<b>Methods</b>	<b>Availability of funds</b>
Debit or credit card	The funds will be available to you as soon as we receive them (subject to a maintenance operation or the occurrence of a Force Majeure Event).
Credit Transfer	The funds will be available to you as soon as we receive them (subject to a maintenance operation or the occurrence of a Force Majeure Event).
Instant Transfer	The funds will be available to you as soon as we receive them (subject to a maintenance operation or the occurrence of a Force Majeure Event).

- 7.2** Additional methods to load your Account may be made available, as will be indicated on your online customer portal.
- 7.3** Any loading or reloading of the online Account will be subject to our usual security checks and CDD measures in order to comply with applicable law, which may result in the suspension, postponement, or refusal of acceptance of the Transaction. In this case, we will inform you, to the extent possible and unless prohibited by law, of the reasons for our decision.
- 7.4** There are limits on the number of daily loads possible, as well as the minimum and maximum amounts of loads, as indicated in Article 17.
- 7.5** Loading fees apply to certain loading methods (as indicated in Article 17).

## **Article 8: Transactions**

### **8.1 Credit Transfers**

#### **8.1.1 SEPA Credit Transfers**

- 8.1.1.1** In order for a SEPA Credit Transfer to be initiated, you (or the Third Party Provider acting on your behalf) must provide the Payee's Unique Identifier and the amount to be transferred. You can optionally provide a reference for the Transaction. If we receive a SEPA Credit Transfer Payment Order from you by 14:00 on a Business Day, and provided that you have given us a valid Unique Identifier, we will send the funds to the Payee's payment service provider on the same Business Day. If the SEPA Credit Transfer Payment Order is received after 14:00 on a Business Day, the funds will be sent to the Payee's payment service provider before the end of the next Business Day. The fees applicable are set out in Article 17.

- 8.1.1.2** You must ensure (or the Third Party Provider acting on your behalf must ensure) that you provide us (that it provides us) the correct Unique Identifier. In order to allow the Payee to identify the origin

of the transfer, you can add a reference. If you (or the Third Party Provider acting on your behalf) provide inaccurate information, we will not be liable for the non-execution, delay in execution, or improper execution of the SEPA Credit Transfer Payment Order. However, you have the option to ask us to recover the amount of the incorrect payment, in which case we will make our best efforts to help you with recovery, without obligation of result or guarantee. If we are unable to recover the funds, we will provide you, upon receipt of a written request from you, with any available and relevant information that may help you to recover the funds by yourself in court.

**8.1.1.3** If we are charged with executing a SEPA Credit Transfer Payment Order and we have not executed this order correctly, and provided that you have informed us of the incorrect execution within 13 months of the date of execution of said order, we will promptly return the amount debited to your online Account, and return your online Account to the situation in which it would have been had the incorrect order not been given. We will have no other liability towards you in this regard.

**8.1.1.4** We reserve the right to refuse to execute a SEPA Credit Transfer Payment Order:

- i. if we have reasonable grounds to suspect that your online Account is being used in an unauthorised, fraudulent, or grossly negligent manner;
- ii. if Available Funds are not sufficient to cover the amount of the SEPA Credit Transfer and any applicable fees; or
- iii. if we consider that the SEPA Credit Transfer may be illegal.

**8.1.1.5** In the event of refusal, we will inform you of the reasons for such refusal by email as soon as possible, and at the latest at the end of the first Business Day following the receipt of the Payment Order, unless the law forbids us to do so.

## **8.1.2 International Transfers (non SEPA)**

**8.1.2.1** You can be the beneficiary of (non SEPA) International Credit Transfers or send such transfers from your online Account in accordance with the conditions set out below. A currency conversion service is available, provided that the desired currency is an Available Currency.

**8.1.2.2** To receive (non SEPA) Credit International Transfers, the payer's account must be held by a payment service provider located in an Eligible Country. If the payer's account is not denominated in euro and the payment issued is received by us in another currency than euro, a currency conversion service will be provided to you in order for your account to be credited in euro. Currency conversion fees (exchange rate and fixed fees) will apply, in addition to the same transfer fees as applicable when you receive a SEPA Credit Transfer (see clause 17 of the present terms and conditions).

**8.1.2.3** To issue (non SEPA) International Credit Transfers, the payee's account must be held by a payment service provider located in an Eligible Country. If the payee's account is located in a country within the EEA, we will only accept your payment instructions in « SHA » mode, which means that if you have indicated another mode of fee allocation (« OUR » or « BEN ») we will only execute your instructions in « SHA » mode. In the other cases, we will process your instructions in « OUR » or « BEN » mode, according to your choice. Be careful, some countries do not take into account the initial choices made and we are not able to neutralize the fee policy applied by intermediaries out of our control. In any case, if the payee's account is not denominated in euro and our currency conversion service includes the destination currency, such service will be provided to you, which (if provided) will entail the application of currency conversion fees at your expense.

**8.1.2.4** (non SEPA) International Credit Transfers may take longer to execute than SEPA Credit Transfers, insofar as, inter alia, the payee's account (outgoing transfer) or the payer's account (incoming transfer) is located outside the EEA or the currency of the payee's account (outgoing transfer) is not that of an EEA country.

## **8.1.3 Reception of transfers and company creation**

- 8.1.3.1** If we open an online Account for a company being formed, we will collect funds (share capital) from the various contributors. Until the certificate of the funds received [constituting the share capital] is issued and the company created, your online Account will be a limited use payment account as you undertake not to issue any outgoing payment orders until the certificate of incorporation is issued and the company is registered. Any payment order issued in breach of this undertaking will be considered invalid and/or presumed fraudulent and therefore rejected. You may be held liable in such an event.
- 8.1.3.2** Transfers received on the online Account will be subject to the applicable fees as set out in Clause 17 and shall remain owed and shall not be refundable even if the company creation project is thereafter abandoned and the funds constitutive of the contributions refunded (net of all applicable fees).

## **8.2 SEPA Direct Debits**

- 8.2.1** By definition, the SEPA Direct Debit service is only available for your creditors having a Euro account held in the SEPA zone.
- 8.2.2** To set up a SEPA Direct Debit, you (or the Third Party Provider acting on your behalf) must contact the Payee company directly. You (or the Third Party Provider acting on your behalf) must authorise the Payee to withdraw the funds from your online Account on the basis of the mandate provided by the Payee and completed by you. The mandate must mention your name and the Unique Identifier of your online Account.
- 8.2.3** You (or the Third Party Provider acting on your behalf) must return the completed mandate form to the Payee, whose payment service provider will then set up the SEPA Direct Debit.
- 8.2.5** We will deduct the amounts to be charged for the SEPA Direct Debit from the Available Funds as and when they fall due.
- 8.2.6** We will refuse to charge these if, at 9:00 on the day they fall due, the Available Funds on your online Account are insufficient.
- 8.2.7** The table below explains how you can modify or cancel a SEPA Direct Debit and how to request a refund from the Payee, and specifies the applicable deadlines:

<b>Action</b>	<b>Who should you contact? What is the time frame?</b>
Cancel a SEPA Direct Debit Transaction	You may ask us to reject any future debit transaction under a SEPA Direct Debit scheme. To do so, we must receive your instructions to that effect before 7:00 on the Business Day preceding the day on which the debit transaction is to be carried out.
Request a refund within eight weeks of payment by SEPA Direct Debit	If you consider that the amount of an authorised Transaction is incorrect, or if you wish to obtain a refund for any other reason, you must notify us no later than eight weeks after the date on which the amount was debited from your online Account, in which case we will be obliged to grant your request, to the extent set out in Article 8.2.11.

Request a refund more than eight weeks after payment by SEPA direct Direct Debit	You may request a refund more than eight weeks after the debit to your Account if you consider that you did not authorise the SEPA Direct Debit, provided that you inform us without delay and, in any event, not later than 13 months after the date the amount was debited. We reserve the right to ask for evidence in support of your request, as well as the right to refuse a refund request beyond of this time frame.
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**8.2.8** We reserve the right to refuse to execute a SEPA Direct Debit Transaction, or to refuse to repay the amount of the Transaction, if:

- i. we have reasonable grounds to suspect that your online Account is being used in an unauthorised, fraudulent, or grossly negligent manner;
- ii. the Available Funds are not sufficient to cover the amount, as well as any applicable fees;
- iii. we consider that the execution of the Payment Order may be illegal; or
- iv. you have not authorised the Payment Order.

**8.2.9** In the event of refusal, we will inform you of the reasons for such refusal by email as soon as possible, and at the latest by the end of the first Business Day following the receipt of the Payment Order, unless the law forbids us to do so.

**8.2.10** If we are responsible for executing a SEPA Direct Debit Payment Order and we have not executed it correctly, and provided that you have informed us within 13 months of its execution, we will proceed with the refund in a diligent manner, by re-crediting your online Account with the amount debited in error.

**8.2.11** If a creditor initiates a direct debit request under the SEPA "Core" scheme, you can request a refund of the amount debited to your Account without having to justify this. To do so, you must submit a written request for a refund within the 8 (eight) weeks following the date the funds were debited from your Account. However, you are not entitled to a refund if you have directly given us your consent to the execution of the Transaction. The right to a refund is also excluded for "Inter-company" (otherwise referred to as "B2B") SEPA direct debits.

**8.2.12** The fact that you request and obtain a refund from us does not mean that your debt to your creditor is extinguished. You must deal with the question of this debt directly with your creditor.

### **8.3 Instant Transfers**

**8.3.1** Instant Transfers take place when you authorise a Payment Order from your online Account to a second online Account opened in our books in the name of another Sogexia customer.

### **8.4 Cash loads**

**8.4.1** You may make a cash load into your Account via a service operated by Brink's Payment Services ("BPS") or by FDJ Services operating the Nirio brand ("FDJ"), both Sogexia's suppliers and French payment institutions authorised by the Autorité de contrôle prudentiel et de résolution respectively under number 16678 and 17488.

**8.4.2** You may make a cash load from any BPS and/or FDJ partner point of sale ("BPS/FDJ Point"). An up-to-date map of the BPS/FDJ Points is displayed on your online Account interface.

**8.4.3** To make a cash load, you must visit a BPS/FDJ Point with the amount of cash you wish to load into your Account and present the barcode displayed on your online Account interface together with your valid ID.

- 8.4.4** By making a cash load, you expressly authorise us to share your identity (title, first name(s) and surname(s)) with BPS and FDJ and their partners so that the BPS/FDJ Point can verify it.
- 8.4.5** The acceptance of your cash load may be refused by Sogexia, BPS, FDJ or any BPS/FDJ Point without having to justify the reason.
- 8.4.6** In the event that your cash load is accepted, a paper receipt will be issued to you by the BPS/FDJ Point. You must keep this until your Account is credited. In the event of a dispute regarding your cash load, we may ask you for a copy of this receipt.
- 8.4.7** Fees and limits apply to each cash load. These charges and limits are set out in Article 17.
- 8.4.8** Any accepted cash load is credited to your Account immediately, less any applicable fees, after Sogexia has received confirmation from BPS or FDJ of the receipt of the said cash load.

## **8.5 Statements of Transactions**

- 8.5.1** We will make a statement available to you, free of charge, at least once a month where there are Transactions on the online Account (unless otherwise agreed with you). We will notify you by email when a statement is available to be viewed and downloaded.
- 8.5.2** Each statement will detail all Transactions that have affected the online Account during the period covered by the statement. For each Payment Order executed from your online Account, the following information will be provided:
- i. a reference enabling you to identify the Transaction and, where appropriate, information relating to the Payee;
  - ii. the amount of the Transaction in the currency of the online Account or in the currency used for the Payment Order;
  - iii. the amount of any charges for the Transaction and, where applicable, a breakdown of the amounts of such charges, or the interest payable by you; and
  - iv. where applicable, the exchange rate used in the Transaction and the amount of the Transaction after that currency conversion.
- 8.5.3** If a Transaction has been made to your online Account, the following information will be provided for each Transaction:
- i. a reference enabling you to identify the Transaction and the Payer, and any information transmitted with the Transaction;
  - ii. the amount of the Transaction, in the currency in which your online Account is credited;
  - iii. the amount of any charges for the Transaction and, where applicable, a breakdown of the amounts of such charges, or the interest payable by you; and
  - iv. where applicable, the exchange rate we used for the Transaction, and the amount of the Transaction prior to completion of the conversion.

## **Article 9: Using your Card**

- 9.1** You may use your Card anywhere in the world at any Merchant displaying the Mastercard acceptance mark, excluding "limited acceptance" Merchants, which generally do not accept certain categories of card, or the making of recurring payments. We cannot guarantee that a Merchant will accept your Card.
- 9.2** You may not use your Card after this Agreement has ended, the Card has expired or has been cancelled or while the Card is suspended, or if the Card has been reported lost, copied, stolen, or if its safety of use has been compromised.

- 9.3** The possibility of using your Card may sometimes be interrupted, for example if we carry out maintenance operations, if we need to solve a technical problem, or if a Force Majeure Event occurs. If this happens, you may be unable to:
- i. Credit your online Account through your Card;
  - ii. Use your Card to carry out Transactions, or obtain cash at an ATM; and/or
  - iii. Obtain information on Available Funds and/or on your latest Transactions.
- 9.4** Certain spending/withdrawal limits apply to your Card. These limits are set out in Article 17, entitled "Fees and Limits".
- 9.5** Fees will be charged in the event of a Transaction refused by an ATM or a Merchant at point-of-sale. These fees are set out in Article 17.
- 9.6** If you use your Card to carry out a Transaction in a currency other than the Euro, the Transaction will be converted into Euros on the date it is processed by Mastercard, at the rate of exchange shown on the website <https://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>. The Mastercard conversion rate may vary throughout the same day. We remind you that the exchange rates may fluctuate and may change between the time a Transaction is initiated and the time it is settled and recorded in the online Account.
- 9.7** If you pay an amount in a currency other than the Euro, a commission for a foreign currency card Transaction will be charged (this fee is set out in Article 17 entitled "Fees and Limits").
- 9.8** We reserve the right to suspend or restrict the use of your Card at any time for the following reasons:
- i. if we are concerned about the security of your online Account or your Card; or
  - ii. if we have reasonable grounds to suspect that your online Account is being used without authorisation, fraudulently or without the necessary due care and attention.
- If we exercise this right, we will notify you by email as soon as possible, unless we cannot do so for security reasons, or if we are prohibited by law from doing so. We will give you the reason for this suspension or restriction, unless the applicable laws prohibit this. We may also ask you to stop using your Card and to return it to us, or to destroy it. If, after investigation, we have reasonable grounds to believe that the circumstances that led to the suspension or restriction of your Card no longer apply, we will remove the restrictions and/or issue you a replacement Card, as the case may be.
- 9.9** In certain cases, Merchants may ask to check whether the Available Funds cover the amount of the Transaction, and may request a "pre-authorisation" up to this amount against your Available Funds. This may be the case, for example, in the event of a car rental. If a Merchant requests a pre-authorisation, the pre-authorised amount will be blocked. We will release the blocked funds without undue delay after being informed of the amount of the Transaction and, in any event, immediately upon receipt of the Payment Order.
- 9.10** If you use your Card at a service station (subject to acceptance by the Merchant), a pre-authorisation for a predetermined amount in the relevant currency may be necessary. If the Card is used in a bar or restaurant, an additional amount (usually between 10% and 20%) may be automatically added to cover the service charge and the tip, which would result in a temporary reduction of the balance of Available Funds. If the Card is used to purchase fuel at an automated fuel pump, you must have sufficient funds to cover the cost of the intended purchase. This will also reduce the risk of negative balance arising on the Card. Please be aware, however, that the maximum amount that the Merchant can reserve on your card when purchasing fuel is €100, or the equivalent in foreign currency. This amount may vary from one Merchant to another, and can be higher, and it is up to you to check what this maximum amount is before purchasing fuel. If the actual amount of the tip or service charge you give is less than the additional amount that was added, or if you purchase fuel and spend less than the

amount reserved, it may take up to 30 (thirty) days from the date of the Transaction before the amount of the difference is available once again. Only the actual amount of the final invoice agreed between you and the Merchant will be deducted from the Card. This rule is applied by the Mastercard Payment System in line with rule 2.12 of the *Transaction Processing Rules*. Only the amount preauthorised by you will be blocked on your Account. If you do not use the whole pre-authorisation or do not have Available Funds to obtain a pre-authorisation, we will release the blocked funds without undue delay after having been informed of the amount of the Transaction and, in any event, immediately after receipt of the Payment Order.

#### **Article 10: Authorisation of Transactions**

- 10.1** You must authorise each Transaction. A Transaction may be unique, recurring or pre-authorised to the extent that its amount cannot be known at the time of the start of the Transaction.
- 10.2** A Transaction is considered to be authorised if you have authorised it in situ following the instructions given by the Merchant. These instructions may include:
- i. the entering of your PIN Code or the use of other Security Data;
  - ii. the adding of your signature;
  - iii. the provision of data appearing on your Card, Security Data or the use of a Protection System;
  - iv. the formulation of a request for a cash withdrawal at any bank counter or branch or at any Merchant, subject to provision of appropriate Security Details.
- 10.3** A Transaction will also be authorised if you have carried out a Transaction from the online Account, either using your Security Data, or if you have set up a SEPA direct debit.
- 10.4** You can set up a new Payee by providing their name, value of funds, Unique Identifier and payment reference via the online Account. You must authorise each new Payee by entering the security code that we will send you by secure means. Future Payment Orders to the same Payee will not require a security code.
- 10.5** Authorised Transactions that have not yet been executed may be withdrawn if you contact the Merchant and send us the confirmation of your withdrawal as notified to the Merchant by the close of business on the Business Day preceding the date on which the Transaction was to take place.
- 10.6** You have a period of 8 weeks to dispute a Transaction that you authorised without knowing the exact amount, if this amount is higher than that which you reasonably expected. This period will begin on the day the Transaction is debited to your Account. We reserve the right to dispute your position if it is not legitimate or justified.

#### **Article 11: Third Party Providers**

- 11.1** You may choose to call on an authorised Third Party Provider to:
- i. carry out Transactions from your online Account, or
  - ii. provide you with account information services.
- 11.2** The CSSF and the European Banking Authority keep records of the duly supervised Third Party Providers, and you can access these registers to ensure that the name of the Third Party Provider you wish to use appears in these registers. We cannot be held liable for any faults committed by these providers. They render their services independently of Sogexia, and Sogexia cannot be held liable for the services carried out by these Third Party Providers.
- 11.3** To allow a Third Party Provider to initiate a payment on the basis of your Available Funds, you must contact us so that we can communicate all the necessary instructions and all the security checks that the Third Party Provider will need to access your online Account.

- 11.4** If you authorise a Third Party Provider to initiate a payment from your online Account, any payment requested by that Third Party Provider will be treated as a payment authorised directly by you.
- 11.5** We reserve the right to deny a Third Party Provider access to your online Account and the initiation of Payment Orders if we suspect a lack of authorisation or fraud. In such a case, we will inform you by email, explaining to you the reasons, either before refusing access, if possible, or immediately after (unless, for reasons of objectively justified security, we cannot inform you in this way, or if the law forbids us to do so).
- 11.6** If you believe that a Transaction carried out by a Third Party Provider may have been improperly executed or has not been authorised, you must inform Customer Service as soon as possible.

#### **Article 12: Termination, Freeze, Expiry**

- 12.1** The Agreement will enter into force for an indefinite period as from the date of acceptance of your request to open an online Account, and will end on the effective date of termination, at your initiative or at ours, under the terms and conditions set out in this Article 12.
- 12.2** Once the Agreement has been terminated, it is your responsibility to destroy your Card.
- 12.3** You have the right to terminate this Agreement at any time. You can exercise this right by contacting Customer Service. Upon receipt of your request, we will debit all outstanding Transactions and deduct any applicable fees, and if any Available Funds remain, they will be returned to you.
- 12.4** We may terminate this Agreement without cause, with a minimum notice period of 2 months.
- 12.5** We may freeze (that is, suspend incoming as well as outgoing payments related to your online Account) and as the case may be terminate this Agreement with immediate effect, and without notice, in the following cases:
- i. if you do not comply with the terms of this Agreement;
  - ii. if you use (or let another person use) your online Account and/or your Card improperly, illegally, or for criminal activity;
  - iii. in case of recurring direct debit rejections;
  - iv. if we have an obligation to do so to comply with a legal or regulatory provision, or a decision of a governmental or regulatory authority, or a court decision; or
  - v. if we establish that information on which we relied to enter into the Agreement is inaccurate.
- 12.6** Your Card (and any Additional Card) is valid for the period ending on the expiry date mentioned on the front of the card (the "**Expiry Date**"). On the Expiry Date, your Card will stop working and you will not be allowed to use it for Transactions. You may continue to use your online Account after the Expiry Date.
- 12.7** In the event of termination, we will immediately block your online Account and deactivate all of your Cards.
- 12.8** If you have used a Card within the eight (8) weeks preceding its Expiry Date, we will send you an email informing you that a new Card will be issued automatically in replacement (charges will apply in this case, as indicated in Article 17). If you do not wish to renew your Card, you must inform us by contacting Customer Service within the 14 days following receipt of the new Card. We will then refund the replacement cost of the Card and deactivate it.
- 12.9** If you have not used a Card within the eight (8) weeks preceding its Expiry Date, you will receive an email asking if you wish to renew it or not. If so, a new Card will be issued to replace the old one, renewal fees applying in this case, as indicated in Article 17.

#### **Article 13: Security**

- 13.1** You must protect your Security Data, and must not share it with anyone. We will never ask you to provide us with your PIN Code or Security Data. The obligation to keep your Card safe also applies to Additional Card Users. No one has the right to ask you to reveal your PIN Code, not even us or any Third Party Provider. Do not reveal it to anyone!
- 13.2** You must not give your Card to others or let anyone else use it.
- 13.3** You must have appropriate anti-virus protection on your computer and smartphone, and take all reasonable precautions to prevent another person from accessing your online Account, including using the personalised Security Data on your computer or your smartphone.
- 13.4** We invite you to periodically review the Transactions recorded on your online Account in order to identify Transactions that may not have been authorised by you or the Additional Card Users, and to report them to us promptly.
- 13.5** If you suspect that the security of your online Account has been compromised, you must immediately call Customer Service during business hours or, outside of business hours, log in to <https://my.sogexia.com> and follow the instructions to block your card.
- 13.6** If we suspect that the security of your online Account has been compromised, we will contact you as soon as possible.

#### **Article 14: Our liability**

- 14.1** Except in the cases set out below in this Article, we disclaim any liability of any kind (contractual or tortious) towards you in the event of any indirect loss or damage (including, in particular, any loss of activity, profits or income) suffered in connection with this Agreement.
- 14.2** We will not accept any liability for any damage resulting:
- a. from the refusal of a Merchant to accept a Transaction with your Card(s), or the non-cancellation by you of an authorisation or pre-authorisation;
  - b. from a situation in which you, or an Additional Card User (i) have acted in an unauthorised or fraudulent manner, (ii) have materially breached the terms of this Agreement, or any other agreement with us, or any other agreement with a third party, or (iii) have been shown to be grossly negligent;
  - c. from a suspension of service due to a maintenance operation or a Force Majeure Event;
  - d. from the use or possession of goods or services purchased by paying through a payment service provided under the Agreement.
- 14.3** We will not accept any liability in the event of non-performance or improper performance of an online Account Transaction executed on the basis of a Unique Identifier that proves to be inaccurate. Notwithstanding, upon your request, and within reasonable limits, we will endeavour to recover the funds in question against payment, if any, of reasonable fees, including but not limited to fees charged by intermediary banks and/or the Payee's bank to help trace and recover funds. We will inform you of the amount of any applicable fees as soon as we become aware of them.
- 14.4** If the Card is defective, our liability will be limited to its replacement.
- 14.5** If an amount is erroneously deducted from your Available Funds, our liability will be limited to the payment of an equivalent amount, as well as any reasonable interest and costs incurred.

#### **Article 15: Your liability**

- 15.1** If you believe that a Transaction has not been executed correctly, or that a Transaction has not been authorised by you, you must inform us immediately via our Customer Service. Failure to notify us immediately, as soon as you become aware of it, or in any case within thirteen (13) months of the date of the unexplained or incorrectly executed Transaction, will result in you losing your right to a refund. If

we establish that a Transaction has been incorrectly executed, or that it has not been authorised, and that you have promptly reported it to us within 13 months of its execution, then, unless Article 15.3 applies, we will refund the amount to you at the latest at the close of business on the Business Day following the date on which you made the incident known to us (or on which we became aware of it, if that date is earlier).

- 15.2** Notwithstanding your right to a refund as provided for in Article 15.1, you will be required to bear, without limitation of the amount if you are a Professional Customer, and up to 50 Euros if you are a Consumer Customer, any losses related to any unauthorised Payment Transactions resulting from the use of a lost or stolen payment instrument, or the misappropriation of a payment instrument, unless (i) the loss, theft or misappropriation could not be detected before the payment or (ii) the loss is caused by an act of one of our employees, agents or subcontractors. You will bear all losses related to unauthorised payment Transactions in the event of fraud on your part, or if you have not complied with, intentionally or through gross negligence, one or more of the security obligations provided for in Article 13.
- 15.3** If we grant a refund request for a disputed Transaction, and thereafter we receive information demonstrating that the Transaction had in fact been authorised, we will deduct the amount of the Transaction being disputed from the Available Funds, and, if applicable, you will be charged for the costs incurred.
- 15.4** You may also be liable for any reasonable costs incurred in conducting investigations to show that the Transaction had in fact been authorised.
- 15.5** You undertake to comply with the tax laws and regulations of all jurisdictions that apply to you, and you agree to indemnify Sogexia for any damages suffered in the event of non-compliance with your tax obligations.
- 15.6** You will assume all risks related to the means of communication that you use, including those resulting from communication errors, misunderstanding or the identity of the customer, or the risk of fraudulent use by unauthorised third parties. You hereby release us from any liability in this regard.
- 15.7** You expressly agree that, notwithstanding Article 1341 of the Civil Code, we may, whenever necessary or useful, prove our allegations by any legally permissible means in commercial matters, such as by testimony and oath. You expressly authorise us to record our telephone conversations, and to use them in court with the same probative force as a written document.
- 15.8** Your instructions must be complete, accurate and precise in order to avoid any error, failing which we will be entitled to suspend the execution of Transactions without incurring any liability.

#### **Article 16: Changes to the Agreement**

- 16.1** If we intend to change the terms of this Agreement, we will notify you in writing at least two (2) months prior to the effective date of the changes, unless said changes are required due to a modification in legislation or regulations, and we are unable to inform you two (2) months in advance. In such case, we will notify you in writing as soon as possible.
- 16.2** Notifications of changes, as well as the updated version of this Agreement, are permanently available on the Website.
- 16.3** If we notify you of a change to this Agreement, you will have the right to terminate the Agreement without charge prior to the change taking effect. If you exercise this right, we will transfer to the payment account that you indicate to us, or make available to you by any other agreed means, the balance if any of Available Funds, after taking into account all the Transactions in progress, and after deducting any applicable fees.
- 16.4** You will be deemed to have accepted any change notified, unless you inform Customer Service that you do not agree prior to the change taking effect.

**Article 17: Fees and limits**

17.1 Fees and limits applicable to the online Account and each Card issued (including each Additional Card):

Applicable fees					
Nature	Tariff used as basis for calculation		Explanations (if necessary)		
	Consumer Customer	Professional Customer			
Plastic Card issue and replacement	€9.90	€14.90	Also including Additional Cards		
Metal Card issue and replacement	€49.90		Also including Additional Cards		
Metal Card monthly management fee	€9.90				
Load by credit or debit card	2.50%				
Credit Transfer Payment Order - Outgoing	Free		Excluding any charges that may be applied by the bank receiving the Transfer		
Credit Transfer Payment Order - Incoming	Amount	Fee	Amount	Fee	Excluding any charges that may be applied by the bank issuing the Transfer
	< €11,000	2.00%	< €55,000	1.25%	
	≥ €11,000	1.25%	≥ €55,000	1.00%	
	≥ €55,000	1.00%	≥ €150,000	0.80%	
	≥ €150,000	0.80%	≥ €300,000	0.60%	
	≥ €300,000	0.60%	≥ €750,000	0.45%	
	≥ €750,000	0.45%	≥ €1,500,000	0.30%	
	≥ €1,500,000	0.30%	≥ €3,000,000	0.20%	
	≥ €3,000,000	0.20%			

Instant transfers between online Account and another online Account	Free		
Cash deposit	€0.90 + 4%		
Plastic Card Transaction Denied	€0.25		Fees charged if the Transaction is refused by an ATM or a Merchant at point-of-sale
Metal Card Transaction Denied	Free		
Cash withdrawal transaction by plastic Card at ATM	€1.00	€3.00	
Plastic Card Transaction in foreign currency	2.95%		
Cash withdrawal transaction by metal Card at ATM	Free		
Metal Card Transaction in foreign currency	Free		
Balance inquiry request by Card at ATM	€0.25		
Plastic Card PIN Code reminder	€1.50		Also including Additional Cards
Metal Card PIN Code reminder	Free		
Inactivity fee	€3.00 (per month)		<p>a) Inactivity fees will be charged monthly after a nine (9) month period of inactivity, within the limits of Available Funds.</p> <p>b) Fees will also be charged 12 months after the termination of your online Account.</p>

<b>Applicable limits</b>		
	<b>Consumer Customer</b>	<b>Professional Customer</b>
<b>Card payments (plastic Card)</b>		
Per day and per Transaction	€5,000	€7,500
Per month	€7,500	€10,000
<b>ATM withdrawals (plastic Card)</b>		
Per day and per Transaction	€1,000	€1,000
Per month	€3,000	€4,000
<b>Card payments (metal Card)</b>		
Per day and per Transaction	€10,000	€30,000
Per month	€10,000	€30,000
<b>ATM withdrawals (metal Card)</b>		
Per day and per Transaction	€1,000	€1,000
Per month	€4,000	€5,000
<b>Credit or debit card loads</b>		
Per day and per Transaction	€1,500	€3,000
Per month	€3,000	€10,000
<b>Cash deposits</b>		
Per day and per Transaction	€1,500	€3,000
Per month	€1,500	€9,500

- 17.2** If you use your Card at an ATM (if this service is available), you may also be subject to fees and/or rules of the relevant ATM provider, or any other financial institution or association involved.
- 17.3** You are responsible for ensuring that you have sufficient Available Funds when you authorise a Transaction. If a Transaction is declined by a Merchant because you do not have sufficient Available Funds, you will be liable to pay a fee as set out in Article 17.
- 17.4** Other limits imposed by third parties may apply. For example, some ATMs apply their own limits, which could be more or less than those on your Card.

**17.5** You may have to pay third parties for the use of services connected with your online Account (for example, a mobile phone operator or app provider). Any such fees are your own responsibility.

**17.6** We are not liable for third parties that may charge you fees for processing the Transaction, or third parties who convert the local currency into another currency and charge you a fee for doing so.

#### **Article 18: Referral programme**

**18.1** As a Customer, you may benefit from the advantage set out in the specific conditions applicable to the referring of new customers.

**18.2** If you wish to benefit from an advantage as a sponsor, you will prior have to read and approve these specific conditions.

#### **Article 19: Your details**

**19.1** We may contact you by telephone, letter, SMS or email, at the contact details you provide to us.

**19.2** You must let us know as soon as possible of any changes to your details. We may request proof of any changes.

**19.3** To contact you, we will use the most recent email address you have provided to us. Any email to you will be treated as being received as soon as it is sent by us using the details you have most recently provided.

**19.4** If you do not notify Customer Service promptly about any change to your contact details, the security of your information may be at risk and you may not receive important information from us, including notices about changes to this Agreement.

#### **Article 20: Professional secrecy, data protection and subcontracting**

##### *Professional secrecy, subcontracting*

**20.1** Sogexia is bound by professional secrecy, as provided for and applied under Luxembourg law. All information relating to the Customer's account and related Transactions, and the business relationship between Sogexia and the Customer, will be considered strictly confidential by Sogexia. Consequently, information relating to the Customer and payment Transactions will not be transmitted to third parties unless required or authorised by law, expressly agreed by the Customer, ordered by a competent court, or otherwise under the conditions provided for in this Article. The information concerned in particular relates to the identity of the Customer (name, address, place of birth/incorporation, tax domicile, etc.), his or her personal or financial situation (amount of assets, tax declarations, etc.), the source of funds registered in the account, as well as the direct and indirect information (account number, details of a Transaction, etc.) relating to Transactions carried out on the account, and more generally those related to the business relationship (identity of legal representatives, business contacts, etc.) (the "**Information**").

**20.2** In order to meet regulatory requirements in the combat against money laundering and the financing of terrorism, Sogexia may send any information concerning the Customer to its parent company, SGX Processing SAS.

**20.3** With regard to the Information transmitted to Sogexia, Sogexia may be required, by virtue of legal or regulatory obligations, to respond to any request for communication of such Information from administrative or judicial authorities or competent regulators.

**20.4** The Customer expressly authorises Sogexia to transmit all Information to international payment systems and/or correspondents, in Luxembourg or abroad, when executing SEPA credit transfers and

direct debits (including related messages) in the name of or on behalf of the Customer. International payment systems and/or correspondents require the identification of the Payer and the Payee. Consequently, Sogexia is obliged to identify the Customer as the issuer of instructions in the transfer documents and to reveal Customer Information in these documents.

- 20.5** Sogexia has taken the necessary measures to ensure the security of its Customer Information. To do this, it relies on the Sogexia Group's IT platforms, in particular in order to control the content of emails and telephone conversations issued or exchanged. By choosing to communicate by email or telephone with Sogexia, the Customer accepts that the information contained in communications is examined, and possibly stored, by computer platforms, and in particular information leakage control systems located outside of Luxembourg, either within the Sogexia Group or with service providers. The Customer is informed that the Information may therefore be kept on these technical platforms for the time necessary to achieve the stated purposes, and to comply with applicable legal obligations.
- 20.6** Sogexia may subcontract certain of its activities and processes in the areas detailed below, (i) to entities of the Sogexia Group or (ii) to third-party service providers that may be located both in the Luxembourg territory and in the European Union, or otherwise in countries offering a level of data protection recognised as adequate by the European Union (the "Service Providers"), always in compliance with legal provisions. The following areas are concerned: outsourcing of the IT infrastructure, and/or IT operational tasks; preparation, production and execution of analyses, financial, accounting, risk and/or regulatory reports; centralised management of customer databases; management of Customer credits and commitments; the combat against money laundering and the financing of terrorism; processing of orders for the purpose of executing payment Transactions such as credit transfers, transfers of funds or direct debits; processing of orders on financial instruments (execution of orders, settlement of Transactions, custody); and marketing. In particular, Sogexia subcontracts to its parent company SGX Processing SAS, which assists it in a number of functions of information processing, IT support, and product marketing & design advice, according to a contract agreed between them. Consequently, Sogexia may send to its parent company all information concerning the Customer to the extent that SGX Processing SAS needs to fulfil its subcontracting and assistance assignments.
- 20.7** The subcontracting carried out by Sogexia is intended in particular to provide services to the Customer according to high quality standards, to comply with the regulations in force, and/or to benefit from the technical resources of qualified specialists. As such, the Customer acknowledges and agrees that Sogexia may communicate any Information to the Sogexia Group and the Service Providers.
- 20.8** The Customer is informed that the Sogexia Group and the Service Providers are subject, either by the law applicable to them to an obligation of professional secrecy, or contractually by Sogexia to a strict obligation of confidentiality. The Sogexia Group and the Service Providers may be required, by virtue of legal or regulatory obligations, to respond to any request for communication of Information from administrative or judicial authorities or competent regulators.
- 20.9** The information transmitted for the purposes defined by the preceding provisions of this Article may be sent to the Sogexia Group and to the Service Providers for the duration of the business relationship, and kept by them in accordance with legally accepted time frames.

#### *Personal data*

- 20.10** Any Customer entrusting information to Sogexia hereby recognises that personal data, being any information relating to an identified or identifiable natural person (the "Personal Data"), transmitted and necessary for the execution of Transactions and services relating to the same, may be subject to processing. The Customer understands that processing corresponds to any Transaction or set of

Transactions carried out, or not, using automated processes and applied to Personal Data or a set of Personal Data such as collection, registration, structuring, conservation, adaptation, modification, etc.

**20.11** All Personal Data that we collect and that our service providers collect and transmit to us in connection with this Agreement is subject to professional secrecy. It will be processed in accordance with the terms of our Privacy Policy (see: <https://www.sogexia.com/en/legal-documents/>), in compliance with applicable laws and regulations. The Privacy Policy is in annex to this Agreement and forms an integral part thereof.

#### **Article 21: Disputes with Merchants**

**21.1** If you have any dispute about purchases made using your Card, you should settle these with the relevant Merchant from whom you bought the goods or services. We are not liable for the quality, safety, legality or any other aspect of the goods or services purchased using your Card or online Account.

**21.2** Commercial discounts that may be obtained from merchants are the responsibility of CFC Services, within the conditions stipulated directly between the Customer and CFC Services. The Sogexia Group is neither a guarantor of the commitments made by the participating merchants nor of those made by CFC Services.

#### **Article 22: Anti money laundering and terrorism financing**

**22.1** We are subject to applicable legislation regarding the combating of money laundering and the financing of terrorism. As a result, we must obtain information from you in respect of any Transaction or business relationship, about the origin, purpose and destination of the funds to be credited or debited onto the Card or the Account, or the Transactions carried out from or to the Account. In addition, we must take all the necessary steps to identify you, any Additional Card Users and, where appropriate, the Payees of the Transactions.

**22.2** You acknowledge that we may, at any time, block the use of your Security Data or access to your online Account, or suspend the execution of a Transaction or a refund, in the absence of sufficient information. You are informed that a Transaction carried out within the framework of these conditions may be subject to disclosure to the National Commission for Data Protection.

**22.3** No prosecutions or civil liability actions can be brought or any professional sanction taken against us, our managers or employees who have reported their suspicions in good faith to the national authority.

#### **Article 23: Communications / Lost and Stolen cards**

**23.1** If you have any enquiry relating to your online Account and / or your Card, please contact Customer Service.

**23.2** You must without undue delay report your Card lost or stolen by logging onto <https://my.sogexia.com> and follow the instructions to block your Card, then advise our Customer Service of the loss or theft of your Card. If you find your Card later, you can also unblock your Card via this website.

**23.3** Where we are allowed by law, we may contact you in any variety of ways, such as in person, using our Website, the online Account portal, Customer Service, email or any other way available to us now or in the future. If we contact you by using our online banking services, we will inform you personally by post, email, SMS or any other means adapted to your situation each time that new information or documentation is made available.

- 23.4** We will never ask you for your personal banking details (for example, your PIN Code and/or your Security Data). If we contact you by phone, we may need to identify you. We will do this by asking you for certain information known only to you.
- 23.5** We will contact you by email in the event of suspected or actual fraud or security threats relating to your online Account or your Card.
- 23.6** This Agreement is in French and we will communicate with you in French. If a translation is provided to you, it is for information purposes only.

**Article 24: Complaints**

- 24.1** If you have a complaint, please contact Customer Service.
- 24.2** Details of our complaint handling procedure can be obtained on the website or by contacting Customer Service. We will provide you with responses to your complaints by letter, unless agreed otherwise with you.
- 24.3** If the disagreement with Sogexia cannot be resolved, you can also lodge a complaint with the CSSF, at the postal address: 283 route d'Arlon, L-1150 Luxembourg or by email at the email address: [direction@cssf.lu](mailto:direction@cssf.lu)

**Article 25: Compensation**

- 25.1** Your Available Funds are not covered by the Luxembourg Deposit Guarantee Fund (FGDL) or any other compensation scheme.
- 25.2** However, in accordance with the amended law of 10 November 2009 on payment services, Sogexia has put in place the following protection: the funds that Sogexia has received, either from payment service users (including Available Funds) or other payment service providers for the execution of payment Transactions are never mixed with the funds of persons other than the payment service users on whose behalf the funds are held and, if they are still held by the payment institution and have not yet been returned to the payee or transferred to another payment service provider at the end of the Business Day following the day on which they were received, they are deposited in a separate account with a credit institution. The funds thus segregated do not form part of the payment institution's own assets. They do not fall into the category of the payment institution's assets in the event of liquidation, bankruptcy or any other situation of insolvency of the latter.

**Article 26: Place of performance of obligations, applicable law, competent jurisdiction in case of dispute, election of domicile and statutory limitation**

- 26.1** Unless otherwise stipulated, the place of performance of Sogexia's obligations towards the Customer and the Customer's obligations towards Sogexia is Sogexia's registered office.
- 26.2** Unless otherwise agreed, the business and account relationships between the Customer and Sogexia are governed by Luxembourg law.
- 26.3** Any dispute between Sogexia and the Customer will be under the exclusive jurisdiction of the courts of the City of Luxembourg, Grand Duchy of Luxembourg. Notwithstanding, Sogexia reserves the right to have the dispute heard before another competent jurisdiction, including the competent jurisdiction of the Customer's country of residence.
- 26.4** In the event of a dispute, the Customer agrees that, for interlocutory proceedings and for the execution of a guarantee, summonses or notifications may be served on the latter at the registered office of Sogexia, where the Customer elects domicile for this purpose.

**26.5** Legal actions against Sogexia will be time-barred after 3 years from the date of the commission or omission of the facts alleged against Sogexia. Any legal action taken after this date will be time-barred.

**LOCAL ADDENDUM****Article 1: Mandatory local provisions**

- 1.1 If you reside outside of Luxembourg, mandatory provisions of your country of residence may be considered applicable to the relationship between us under the Agreement, especially if you are a Consumer Customer.
- 1.2 Only the local mandatory provisions to which the provisions of the Agreement cannot derogate, or which are added by right to the agreed provisions contained in the Agreement, will be considered as applicable.

**Article 2: Additional provisions**

- 2.1 Additional provisions may have to be agreed from time to time to take into account local particularities; in which case these additional provisions will be added to the general terms and conditions of the Agreement.

**Article 3: Local Payment Account**

- 3.1 Exceptionally, we may decide to open in the books of one of our branches located in an EEA country other than Luxembourg an ancillary payment account, this only being the case where it is shown that you are having serious, repeated and significant difficulties with local creditors and/or debtors who refuse to carry out payment Transactions with you without a local IBAN.
- 3.2 Any payment account opened in the books of one our branches will require the conclusion between you and the branch in question of a contract comprised of the present terms and conditions and specific conditions applicable to that branch.
- 3.3 As with our head office in Luxembourg, none of our branches located outside Luxembourg are opened to the public. No card will be issued in relation to a local payment account.