

These Visa General Terms and Conditions enter into force on 01 March 2022.

### **Definitions**

The terms set out below are defined as follows for the purposes of these Visa General Terms and Conditions:

- **Bank**: ING Luxembourg, Société Anonyme of which particulars are given below, in the capacity of card-issuer and, where applicable, lender;
  - **Card**: any Visa cards, whether primary (= card issued in the name of a card account-holder) or additional (= card issued for the benefit of a cardholder other than the primary card account-holder), whether personal or corporate cards;
  - **Commercial Card**: a card issued to non-consumer account holders of which use is limited to business expenses; payments made using this type of card being billed directly to the account of the non-consumer account holder;
  - **Visa card**: a debit and credit card, issued by Visa Europe and currently using EMV technology, based on the combination of an electronic chip and a PIN code, or using any other technology adopted by Visa in the future;
  - **Contactless**: an additional function on some Visa cards enabling transactions at a network of bank automatic teller machines (ATMs) and point-of-sale terminals (POS) in Luxembourg and across the Visa network;
  - **Contactless terminal**: A terminal (displaying the Contactless logo), equipped with technology enabling rapid transactions simply by approaching the terminal with the contactless card and inputting the PIN code where necessary; transactions not requiring input of the PIN code and/or signature of the related receipt are below the limit set by each of the management organisations for POS terminals in each country in the Visa network; for Luxembourg, such limits may be changed at any time by each of the relevant management organisations for POS terminals.
  - **Consumer Code**: the Code introduced by the Law of 8 April 2011, as amended;
  - **Card account**: the account to which transactions conducted using the card are recorded and to which the card and credit facility are linked;
  - **Primary card account-holder**: refers to card account-holders without distinction, with all primary cardholders being jointly and severally liable;
  - **Cardholder**: refers without distinction to natural persons to whom a card is issued and who are authorised to use that card individually or collectively;
  - **Bank working day**: a bank working day such as defined in the Bank's tariff in force;
  - **Consumer**: a natural person acting in a purpose other than for the purposes of a commercial, industrial or craft activity or the practice of a liberal profession;
  - **Professional activity**: understood as any use of the card by any person acting for the purposes of a commercial, industrial or craft activity or the practise of a liberal profession;
- A card accepted for the purpose of a professional activity is identifiable by the inclusion of the term "Business" on the card issued.
- The primary card account-holder or the additional cardholder must immediately notify the Bank of any error, in particular if application for such a card as part of a professional activity was not intended.
- **Credit facility**: a credit contract under which the Bank grants the card account-holder access to funds in excess of the balance on the card account in accordance with Part B of these Visa General Terms and Conditions;

- **Exceeding of agreed limit**: an overdraft accepted or otherwise, in accordance with which the Bank grants any cardholder, under the responsibility of the primary card account-holder, access to funds in excess of the balance on the card account or agreed credit facility;
- **Annual percentage rate (APR)**: the total cost of credit, expressed as an annual percentage of the total value of the credit facility in accordance with Article L.224-20 of the Consumer Code;
- **Remote selling (distance marketing)**: the supply of a Visa card and/or signature of these Visa General Terms and Conditions, employing for these purposes only one or more distance communication methods until the conclusion of the necessary contract, including conclusion of the contract itself, notably via the Bank's website;
- **ing.lu (<https://www.ing.lu>)**: electronic address providing access to the Bank's site on the Internet.
- **Visa network**: network of bank automatic teller machines (ATMs), point-of-sale terminals (POS) or merchants at which the Visa card is accepted and can be used. This network currently primarily covers the countries of the European Union and the European Economic Area. Visa Europe or its legal successor may, at any time and without notice, modify the territories in which the Visa Network is available without the Bank's responsibility being able to be sought in this regard.
- **3D Secure**: 3D Secure is an internationally recognised standard of identification for the holder of a Visa card for online credit card payments using the logo "Verified by Visa" when paying with Visa. Its purpose is to increase security in international online transactions.

## **A. PROVISIONS RELATING TO USE OF THE VISA CARD**

### **A.1. Applicable legal framework**

The use of any Visa card issued by ING is governed by the following terms and conditions:

The acceptance of a Visa card by a consumer may be subject, where applicable, to the provisions of the Consumer Code regarding remote selling. Under these circumstances, the withdrawal period clauses reproduced in Articles A.2.3 et seq. of these Visa General Terms and Conditions will be applicable. The primary card account-holder and/or additional cardholder will be entitled at any time to obtain a copy of the contractual terms applicable to services associated with the card in hard copy form or other durable medium. These conditions will also be accessible on the Bank's website at [www.ing.lu](http://www.ing.lu).

### **A.2. Entry into force/right of withdrawal**

A.2.1. To obtain a card it is first necessary to make a card application to the Bank.

The Bank reserves the right to refuse the issue of card without justifying its decision.

A.2.2. If incomplete or incorrect information is supplied by the primary card account-holder, with particular reference to his/her financial position, the Bank shall be authorised to reject the card application.

Once granted, the credit facility may also be reduced by the Bank in view of the financial position of the latter. The primary card account-holder (who will be responsible for passing on this information to the additional cardholder) shall be informed thereof by post or email.

**A.2.3. (Clause applicable only to the primary card account-holder of a personal card). The primary card account-holder and additional cardholder expressly declare that they have been informed that the contract relating to the card application will take effect after the card is used for the first time and no later than fourteen calendar days after the signature of the card application by the primary card account-holder and additional cardholder. They therefore retain the right to withdraw their card application until the entry into force of the contract by returning the card to the Bank as appropriate.**

**After this period, the primary card account-holder and additional cardholder shall be deemed to have read, understood and accepted the card application form, the Bank's General Terms and Conditions, the Bank's tariff and these Visa General Terms and Conditions.**

A.2.4 If the primary card account-holder exercises the right of withdrawal as provided for in A.2.3.:

1° The primary card account-holder must notify the Bank to this effect by recorded delivery mail or, if applicable, any other medium accepted by the Bank. The time limit during which this right may be exercised shall be deemed to have been complied with, providing that the notification has been dispatched prior to its expiry date and

2° Where applicable, the primary card account-holder must refund to the Bank any capital plus interest accrued on that capital from the date of drawdown of the credit facility to the date of repayment of the capital, without undue delay and always within thirty calendar days of the date of issue of the notification of withdrawal to the Bank.

Interest payable will be calculated at the agreed debit rate. The Bank shall not be entitled to any indemnity from the primary card account-holder other than an indemnity for non-recoverable charges disbursed by the Bank to a third party.

All other charges incurred after the activation of the card will be refunded to the primary card account-holder within thirty days of the date of withdrawal, subject to the reimbursement of any credit used, as provided for in this Article A.2.4.

Withdrawal from the credit contract will give rise to automatic cancellation of the credit facility linked to the card account and any ancillary contracts.

### **A.3. Issue of a(n) (additional) card**

A.3.1. The Bank may, at the request of the primary card account-holder, issue an additional card to any person designated by the primary card account-holder and approved by the Bank.

As a result, the primary card account-holder authorises the additional cardholder to debit the card account by using the additional card or, where applicable, to deposit cash on the card account using the ATMs equipped for this purpose.

**A.3.2. When a(n) (additional) card is issued, the primary card account-holder and additional cardholder are jointly and severally liable for all claims arising from the use of said additional card.**

**A.3.3. The Bank reserves the right to revoke a(n) (additional) card at any time, notably at the written request of the primary card account-holder, if the additional cardholder surrenders the card and whenever the provisions of Article C.1. below authorise it to do so in the various manners described therein. In such a case, the primary card account-holder will remain jointly and severally liable with the additional cardholder in question for any transactions made using said card until such time as the card is returned,**

**without prejudice to Article C.1. of these Visa General Terms and Conditions.**

### **A.4. Description of services**

A.4.1. The Visa card can be used to carry out certain bank transactions (withdrawals, deposits, transfers, balance checks, etc.) (i) at a network of automatic teller machines (ATMs) and (ii) a network of point-of-sale terminals (POS) using a personal card containing a magnetic strip and/or an electronic chip, in the entire national and international Visa network. The Visa card may also be used to make remote payments, notably with merchants accepting Visa as an online international method of payment.

A.4.2. Transactions made using the card are debited from or credited to the card account and have the same status as cash transactions.

A.4.3. Unless otherwise agreed, any credit to an account for a transaction, for which settlement is not known or not final at the time of input, is made "subject to completion", even when "subject to completion" is not expressly mentioned. If the transaction is not actually completed or if the wrong amount is credited, the Bank is expressly authorised to automatically debit the corresponding amount to the account without notice.

### **A.5. Use of the card**

A.5.1. The back of the card must be signed by the cardholder upon receipt.

A.5.2. The cardholder may only use the card in accordance with the respective limits and in accordance with any credit facility notified to the primary card account-holder. Thus, it is particularly important that the cardholder ensures that the available limit is not exceeded.

A.5.3. Withdrawal and payment transactions are made by introducing the card into the appropriate machine (indicated by the "Visa" logo) and entering a personal identification number (PIN).

A.5.4. The cardholder may also use the card to make payments and withdrawals, without introducing the card in the appropriate machine (indicated by the "VISA" logo) and/or without entering the PIN using any other method of payment accepted by the Visa system, notably:

- by signing a sales or withdrawal slip;
- by scanning the magnetic strip and/or electronic chip in a simplified payment terminal (e.g.: petrol stations or motorway toll booths),
- by merely disclosing the card number, its expiry date and the CVV2 code, where applicable, or
- by the use of the Contactless system.

When a payment transaction is initiated by the cardholder or through the payee as part of a card-related payment transaction and the amount is not known at such time when the cardholder authorises the payment transaction, the Bank reserves the right to block funds available on the card account.

A.5.5. Any withdrawal, payment made using the card in one of the manners described above shall be deemed to have been authorised by the primary card account-holder and/or additional cardholder.

A.5.6. The Bank is thereby expressly authorised to debit the card account with the amount of transactions recorded under the relevant card number in the electronic systems of the Visa network.

A.5.7. Any instruction, of any kind, given using the card is irrevocable once approved by the cardholder.

For transactions made with the use of the Contactless system at automatic teller machines (ATMs), point-of-sale terminals (POS) or other payment equipment, the cardholder is considered to have authorised and confirmed payment by bringing the card into physical contact with the terminal. The Bank shall not be held liable for any technical incidents or in the event of any disputes between merchants and cardholders.

The cardholder must immediately check the authenticity and correctness of data included on the receipt relating to each transaction made with the Visa card.

**A.5.8. Use of the card shall be deemed to constitute express acceptance of the Visa General Terms and Conditions in force applicable to the card.**

#### **A.6. Form of consent - Proof of transactions**

A.6.1. Any transaction made via the Visa service, using the card and/or confirmed by entering the card's PIN or by the cardholder's signature or by any other means authorised by the Visa service shall be deemed to have been made by the cardholder and only the cardholder.

A.6.2. Evidence that a transaction has been made and completed correctly is provided by the Bank in the form of the records kept by the Bank and/or the Visa system.

A.6.3. The primary card account-holder and additional cardholder accept the fact that these records constitute formal and sufficient evidence that the transactions have been authorised by the cardholder.

A.6.4. Where the payment process involves the signature by the cardholder of a sales or withdrawal slip, it is the responsibility of the trader alone, and not the Bank, to verify that this signature matches the specimen signature on the card.

#### **A.7. Security regulations**

A.7.1. Both the card and the PIN are strictly personal and non-transferable.

A.7.2. The cardholder is bound, upon receipt of the card and PIN, to take the necessary steps to ensure their safety. Notably, he/she undertakes:

- not to give his/her PIN to any third party, and not to write it down,
- to sign the card upon receipt,
- to keep the card in a safe place and not to give third parties access to the card, and
- to only disclose the card number, the expiry date and the CVV2 code for the purposes of a transaction only to reputable traders.

**Failure to observe these security instructions shall be deemed to constitute gross negligence and shall render both the primary card account-holder and additional cardholder liable to bear the totality of any loss resulting from fraudulent use of the card until such time as it is reported in accordance with Article A.8 below.**

A.7.3. The main card account-holder and additional cardholder accept and acknowledge that preventive procedures authorised by the Visa network may be put in place in order to avoid potential fraud, notably in the case of businesses that Visa knows to be or suspects of being involved in fraudulent activity, or in the case of countries that represent a risk, or in the case of simplified transactions that are conducted without entry of a PIN. These procedures may result in the blocking of some or all of the card's functions. **Under no circumstances may the Bank be held liable in such a situation.**

#### **A.7.4. Terms and conditions regarding the use of the "3D Secure" service**

##### **A.7.4.1. Purpose**

The primary card account-holder and/or additional cardholder can check directly on the merchant's site whether the merchant has chosen to increase payment security by using the 3D Secure standard. These terms and conditions concerning the 3D Secure service define the terms of use of the latest version of the 3D Secure technology.

##### **A.7.4.2. Registering for the «3D Secure» service**

A.7.4.2.1. The Bank reserves the right to register for the "3D Secure" service on any VISA card, on its initiative.

According to the information that it has (mobile phone number or LuxTrust certificate or any other data allowing for an identification) the Bank will choose one of the authentication procedures described in Article A.7.4.2.3, thus allowing the primary account-holder and/or additional cardholder to enable the execution of an online transaction requiring a "3D Secure" identification:

A.7.4.2.2. The primary card account-holder and/or additional cardholder can check the registration of the "3D Secure" service or register for the "3D Secure" service himself/herself by registering his/her card according to the procedure defined by the Bank via his/her online Bank account or, where applicable, via a dedicated 3D Secure service portal.

##### **A.7.4.2.3. Validation of the 3D Secure transaction**

Authorisation of the 3D Secure transaction using a LuxTrust Signing Server Token certificate (hereinafter "the LuxTrust certificate"):

During the registration procedure, the primary card account-holder or additional cardholder must input his/her LuxTrust User ID, his/her LuxTrust password and the single-use code shown on his/her LuxTrust certificate.

The Bank reserves the right to amend or remove the authentication procedure(s) described above with two months' advance notice, notably in order to comply with any change of the applicable regulations.

A.7.4.2.4. The primary card account-holder or additional cardholder may furthermore have to set a personal security message. This personal security message appears during all 3D Secure transactions.

A.7.4.2.5. Registration for the 3D Secure service is free and is made over an encrypted Internet connection. Where applicable, the primary card account-holder and/or additional cardholder expressly accept(s) these terms and conditions, by registering for 3D Secure.

A.7.4.2.6. The primary card account-holder or additional cardholder must register each of his/her credit cards separately. If the primary card account-holder or additional cardholder receives a new card with a new PIN code (e.g., in the event of loss or theft), this new card must also be registered for 3D Secure.

A.7.4.2.7. Prior to 3D Secure registration, any online transaction with a merchant requiring 3D Secure identification cannot be executed.

**A.7.4.3. Card use and authorisation**

Making a 3D Secure transaction using a LuxTrust Signing Server Token certificate (hereinafter "the LuxTrust certificate"):

The primary card account-holder or additional cardholder must authorise execution of the 3D Secure transaction using his/her LuxTrust ID code, his/her LuxTrust password and the single-use password shown on the LuxTrust certificate.

**A.7.4.4. Obligation of due diligence and co-operation**

A.7.4.4.1. The primary card account-holder or additional cardholder, as appropriate, must ensure that his/her security elements and any device or system required for authorising a transaction (credit card, LuxTrust certificate or mobile telephone) are kept secure and confidential.

Notably, he/she undertakes not to note down the security elements or to electronically save them, either in full or amended, in encrypted or unencrypted form, or to communicate them to a third party.

The primary card account-holder and/or additional cardholder must choose a personal security message when registering the card for 3D Secure.

Notably, he/she undertakes not to note down or electronically save the personal message, either fully or altered, in encrypted or unencrypted form with the credit card itself or elsewhere. The primary card account-holder and/or additional cardholder also undertake(s) not to give the personal security message to a third party or make it accessible to a third party in any way.

A.7.4.4.2. When a 3D Secure transaction is authorised, the primary card account-holder or additional cardholder must ensure that the dedicated portal includes the following security elements:

- the portal address begins with "https",
- the address bar of the portal must include the padlock icon,
- where applicable, the portal accepts the personal security message defined by the primary card account-holder or additional cardholder, as appropriate,
- the portal shows the "Verified by Visa" logo.

If any one of these security elements is missing on the dedicated portal the primary card account-holder or additional cardholder, as appropriate, must not authorise the transaction and shall be solely liable for any damage arising as a result of inputting his/her security details and from any eventual transaction authorisation

A.7.4.4.3. If any one of these security elements is missing from the dedicated portal or there is any suspicion of the fraudulent use of the security elements of the primary card account-holder and/or additional cardholder, then he/she must immediately inform the issuing Bank and instigate proceedings to block the card in accordance with the provisions of these Visa General Terms and Conditions.

**The primary card account-holder or the cardholder must immediately change his/her personal security message if there are any reasons to believe that this is known by a third party.**

**A.7.4.5. Processing of personal data**

A.7.4.5.1. In addition to the provisions relating to the processing of personal data provided for in these Visa General Terms and Conditions, the primary card account-holder and/or the cardholder specifically authorise(s) the Bank to transmit their personal data to third parties required to intervene as part of the 3D Secure service, in particular, to the companies responsible for the codes required for registration for the 3D Secure service and authorisation of 3D Secure transactions.

In this context, the primary card account-holder and/or additional cardholder expressly acknowledge(s) that they have been informed that use of 3D Secure requires the intervention of third-party companies, in particular, for authorisation via the LuxTrust certificate, transmission of the registration code and management of the dedicated portal, where applicable. The data sent is also likely to be held by these third-party companies, which may be located abroad (list available on request).

A.7.4.5.2. When the Bank replaces the card (renewal on expiry or replacement by reason of loss, theft or fraudulent use), VISA requires the Bank to provide the data of the new card in order to ensure that recurrent payments that the primary card account-holder and/or cardholder made with the former card are properly made with the new card, unless the primary card account-holder and/or cardholder block(s) it on the occasion of this renewal.

A.7.4.5.3. In order to provide services to the Customer in an optimal manner and according to high quality standards, to comply with regulations and to benefit from the technical resources of qualified specialists, the Bank may outsource all or part of certain tasks or activities to third parties in Luxembourg, abroad or to another ING entity worldwide (hereinafter the "Service Provider").

In particular, the Bank may outsource some or all of the following tasks and activities (together the "Subcontracts"):

- Management of payment card processing, i.e. in particular:
  - o Card life-cycle management (ordering, blocking, etc.);
  - o Transaction management (authentication verification, transaction limit verification, settlement process and transaction clearing, etc.);
  - o Monitoring of fraudulent transactions;
  - o Complaints management.
- Management of payment card production and delivery

For the rest, the Customer is referred to the Bank's General Terms and Conditions in force, and more specifically to Articles A. 9 "Data Protection" and A. 9a "Outsourcing".

A.7.4.5.4. Each primary card account-holder and/or additional cardholder has (have) the right to access, rectify and object to the data concerning him/her in accordance with the Bank's general terms and conditions in force and the "Privacy Statement" available on the website [www.ing.lu](http://www.ing.lu)

#### **A.7.4.6. Liability**

A.7.4.6.1. The liability clauses in these Visa General Terms and Conditions and the Bank's General Terms and Conditions are applicable to the use of 3D Secure.

The Bank does not guarantee the automatic availability of the 3D Secure service and shall not be liable for any damages resulting from disruption, interruptions (including necessary system maintenance) or overload of the systems of the Bank or of any of the Bank's commissioned third parties.

A.7.4.6.2. The Bank shall not be held liable for any failure of the 3D Secure service or for any damages resulting from the disruption, malfunctioning or interruption of the electronic communication networks (Internet, mobile telephony) and public servers, or from labour disputes or any other events outside of its control.

#### **A.7.4.7. Termination**

The Bank reserves the right to terminate the «3D Secure» service at any time.

#### **A.8. Loss or theft**

**A.8.1. In the event of the loss, theft or fraudulent use of the card or card number, or in the event of the card number and expiry date being communicated to a third party, or if the primary account-holder and/or additional cardholder believe that a third party has been able to access the PIN, the primary account-holder and/or additional cardholder must immediately inform the Bank using the telephone number + (352) 49 49 94 and stating the number of the card in question.**

**The primary card account-holder and additional cardholder are liable, without any limit as to the amount, for all losses resulting from unauthorised payment transactions, if the losses result from fraudulent action on their part, or if they have failed to satisfy, intentionally or as a result of gross negligence, the conditions governing delivery and use of the card. This shall also be the case if the cardholder fails to inform the Bank or the entity designated by the Bank immediately of the loss, theft, misappropriation or any unauthorised use of the payment instrument. For a personal card, the primary card account-holder and the additional cardholder are liable, within the limits prescribed by the law for any losses resulting from unauthorised transactions. However, the limits defined in the previous paragraph shall not apply in the event of fraud or gross negligence as regards use of the card.**

**The cardholder alone is responsible for the safekeeping of his/her PIN. The correct use of the card by a third party involving the entry of the PIN code shall be deemed to automatically constitute proof that the PIN code was accessible to a third party.**

**However, the cardholder shall be authorised to submit evidence to the contrary.**

The cardholder shall give the Bank any information he/she has about the circumstances of the loss or theft and shall take the necessary measures to find the missing card. He/She shall provide the Bank with a copy of the declaration of the loss/ theft made to the relevant police authority.

Without prejudice to the rules relating to business addresses provided for under the Bank's General Terms and Conditions, in the event of failure to dispute a statement of account within 60 days of the date of issue thereof, the statement shall be deemed to be accurate and approved by the cardholder.

A.8.2 Where the loss, theft or fraudulent use of a card is reported to the Bank, the Bank reserves the right to replace the card at the expense of the primary card account-holder in accordance with the Bank's tariff in force at the time. The same provision applies to cards which are damaged or broken.

**A.8.3. Information provided to the primary account-holder and the cardholder by the Bank in the event of suspected fraud or fraud.**

**The Bank makes available to the primary account-holder and the cardholder a form allowing the primary account-holder and the cardholder to report any suspected fraud, fraud or security threats to it.**

**This form is available on [www.ing.lu](http://www.ing.lu).**

#### **A.9. Method of payment**

A.9.1. Each month, the Bank shall issue a statement of the transactions made during the previous month.

A.9.2. This statement is prepared on the basis of the transactions carried out with the Visa card as well as other transactions made by the primary card account-holder and/or by the additional cardholder by means of a transfer to the card account. It lists those transactions that have been recorded between the previous end date, around the 20th of the previous month, and the end date of the month in which the statement is being prepared, again around the 20th of the month.

A.9.3. Unless instructed otherwise, the Bank shall send this statement to the address of the primary card account-holder at the end of each month.

A.9.4. The card offers the primary card account-holder and/or additional cardholder two payment options:

- either payment of all the transactions detailed on the statement prior to the deadline indicated thereon, in which case no commission will be charged;
- or the monthly payment of at least the minimum amount indicated on the statement (at least 10% of the balance) before the deadline indicated thereon, in which case debtor interest will be calculated **on the outstanding balance as at the due date for payment indicated on the statement on the basis of the interest rate as determined in the Bank's tariff and in force at the time of the statement being issued. If the minimum amount required is not paid by the deadline indicated on the statement, the Bank shall, in addition to the debtor interest, charge an additional fee as set out in the Bank's tariff in force. The Bank also reserves the right in such a case to withdraw the card(s) issued on the relevant card account.**

The fee shall be due even if such payments are made after the due date as indicated on the statement.

A.9.5. The end date for transactions to be included in the monthly statement of spending transactions shall be around the 20th of each month. Debtor interest shall be calculated on a monthly basis on the amounts that have not been repaid prior to the sixth calendar day of the following month. No interest shall be charged on any amount that is repaid (including the minimum repayment) before the 6th of the month following the month in which the statement of transactions is prepared.

A.9.6. Interest due shall generally be posted to the account on the 20th of each month. All amounts due and all payments shall be effected net of all taxes, duties or levies of whatsoever type.

#### **A.10. Restrictions on use**

A.10.1. ATM withdrawals and POS payments are limited for each card to the periods and amounts indicated in the Bank's tariff in force at the time of withdrawal or payment, or as defined by the contract between the card account-holder and the Bank, on the understanding that transactions must be made within the limits of available funds or a credit facility only.

**A.10.2. The Bank may, subject to the conditions set out in Article C.2 of these Visa General Terms and Conditions, change at any time the limits on funds available for withdrawal, subject to a notification to the primary card account-holder to this effect.**

#### **A.11. Validity of the card**

A.11.1. The card is valid until the last day of the month and calendar year mentioned on the card. Upon expiry, the card shall be returned to the Bank.

If it is not returned, the primary card account-holder and additional cardholder shall, in general, be jointly and severally liable for any consequences which may arise as a result.

A.11.2. The card is renewed automatically upon expiry.

#### **A.12. Exclusion of liability**

A.12.1. The Bank shall not be liable for any prejudice suffered linked to the failure of ATMs or POS terminals or for any indirect losses suffered as a result of any malfunctioning whatsoever of the Visa network.

A.12.2. The Bank shall not be held liable for any prejudice suffered following any Visa network failure or any other event outside the reasonable control of the Bank.

**A.12.3. Similarly, the Bank shall under no circumstances be held liable if the card is refused by a retailer for any reason whatsoever.**

**A.12.4. Lastly, the Bank cannot be held liable for the acts and failures of merchants, affiliated companies and third-party payment applications to which the primary card account-holder and/or additional cardholder have linked their card in order to initiate payment transactions, or for any disputes that may exist between the former and the primary card account-holder and/or additional cardholder.**

### **B. PROVISIONS APPLICABLE TO THE CREDIT FACILITY LINKED TO THE CARD ACCOUNT**

#### **B.1. Applicable legal framework**

A credit facility may be linked to the card account and the card. The credit facility shall be regulated by the Consumer Code unless the purpose of the credit facility is linked to the professional business activity of the primary card account-holder.

#### **B.2. Formation and execution of the credit contract**

B.2.1. The credit facility linked to the card account may be set up when the primary card account-holder signs the card application stipulating the amount of the credit facility or may be set up subsequently in the form of a request for a credit facility linked to the card account.

Non-renewal or withdrawal of the card will entail the cancellation of this credit facility and the obligation by the primary card account-holder to repay any outstanding debit balance and henceforth to operate his account exclusively on a non-borrowing basis.

B.2.2. The Bank shall activate the approved credit facility by no later than the time at which the card is issued subject to the required conditions having been met and all of the requested guarantees having been provided to the Bank.

B.2.3. Upon signature of the card application and in accordance with the above, the relevant credit facility shall replace and cancel any other credit facility bound by the law and to which the main card account-holder had access previously in relation to the same card account held with the Bank.

**B.2.4. The Bank is authorised to refuse, reduce or change the amount of credit facility at any time, subject to a notification to the primary card account holder to this effect by post and/or e-mail or other means considered appropriate by the Bank.**

#### **B.3. Use of the credit facility associated with the card**

Unless expressly stipulated to the contrary, the credit facility will be linked exclusively to the card account. In accordance with the credit facility, the Bank allows the primary card account-holder access, during the period of validity of the card, to a credit facility on the card account up to an amount to be indicated by the Bank in the card application or in correspondence issued at a later date to the primary card account-holder. The primary card account-holder may make use of this credit facility at any time by debiting the account up to the stipulated limit, which will be reinstated in accordance with sums credited to the account.

Withdrawals, credit repayments, interest, charges and indemnities will be debited or credited, as applicable, to the card account to which the credit facility relates.

Any sums deposited in the Bank in favour of the primary card account-holder or additional cardholder will be used at the Bank's discretion to discharge any debt in whole or part. The primary card account-holder or additional cardholder expressly waive the benefit of Article 1253 of the Civil Code, which provides that a person liable for several different debts is entitled to identify the debt to be discharged when making a deposit. The appropriation of a deposit under these circumstances and, where applicable, the resultant record in the account, will not give rise to novation.

#### **B.4. Annual percentage rate ("APR") (not applicable if the credit facility is granted for the purposes of a professional activity)**

The annual percentage rate ("APR") indicated on the "Standard European Consumer Credit Information Form in relation to overdrafts" will be calculated at the date of the card application and expressed in line with the representative example provided under regulations in force.

#### **B.5. Unauthorised exceeding of the credit limit**

The exceeding of a credit facility in terms of amount or duration is prohibited. However, if such a situation arises, it must be immediately regularised without formal notice to do so. The exceeding of a credit facility constitutes an unauthorised overdraft and shall under no circumstances be interpreted as tacit contract to an overdraft facility or the increase or extension of a credit facility. Default interest will be imposed on sums exceeding the limit stated in terms of amount or duration in accordance with Article C.2. of these

Visa General Terms and Conditions. Drawdowns of credit facilities will be suspended pending regularisation of the situation.

### **B.6. Guarantees and security**

The primary card account-holder and/or additional cardholder may not, unless agreed by the Bank, make use of the credit facility until the agreed formal procedures have been completed and any security required has been provided and rendered effective against third parties; the term "security" is interpreted in its broadest sense and includes undertakings of any kind of which the Bank has taken account in issuing or maintaining the credit facility. Unless agreed to the contrary, guarantees and security provided or to be provided by or on behalf of the primary card account-holder in the Bank's favour will, irrespective of the date of provision thereof, always secure the payment or repayment of all the sums for which the primary card account-holder may be liable, now or in the future, by virtue of any business dealing, prior to, concomitant with or subsequent to the present credit facility, between the primary card account-holder and the Bank now or in the future, individually or jointly and severally with third parties. The provision of further guarantees or security will not cancel guarantees or security previously provided unless expressly agreed by the Bank in writing.

### **B.7. Charges associated with guarantees and security, including recovery costs**

Any charges resulting from the provision of security must be borne by the primary card account-holder and, in the event of default on the part of the latter, the Third Party Guarantor(s). This provision also applies to charges or disbursements incurred by the Bank due to delay in the performance or non-performance on the part of the primary card account-holder, which must be borne by the latter, with particular reference to the costs of reminders and recovery of the Bank's debt from the primary card account-holder and Third Party Guarantor(s).

In the event of the instigation of legal proceedings following payment default, the legal expenses thereby incurred will be incumbent on the losing party, without prejudice to the final decision of any court on this matter.

### **B.8. Third Party Guarantor (including sureties)**

In the event of total or partial suspension of a credit facility, the Bank shall be entitled to call for fulfilment of the undertakings of the Third Party Guarantor (including sureties), concomitantly with fulfilment of the undertakings of the primary card account-holder

With effect from the date of a formal notice issued by recorded delivery mail to a Third Party Guarantor who has provided a personal guarantee, the sum owing will automatically attract interest, commission and incidental charges at the rates claimable, in addition to recovery charges incurred by the Bank.

Pending repayment in full of commitments guaranteed, the Third Party Guarantor:

- acknowledges that amendments to clauses, conditions and procedures relating to the credit facility, claimable or otherwise will be invocable against him even if not notified;
- must provide the Bank at first request with any information regarded by the Bank as necessary for an assessment of his economic and financial position;
- undertakes not to invoke subrogation to the rights of the Bank or exercise any right or remedy against the borrower or

a Third Party Guarantor in relation to payments made to the Bank;

- undertakes not to provide any security in favour of a third party on an asset previously secured in the Bank's favour.

The Bank is authorised at any time to issue the Third Party Guarantor (and assigns of the latter in the event of the decease of the primary card account-holder) with a statement of the commitments of the primary card account-holder. However, the Bank is under no obligation spontaneously to do so.

### **B.9. Sureties**

Without prejudice to the provisions of the previous Article, sureties undertake jointly and severally, among themselves and with the primary card account-holder(s), vis-a-vis the Bank and within the limits of the commitments entered into, to reimburse capital and interest in the event that the primary cardholder (s) is in default within the scope of this contract.

Sureties also waive the application of Article 2037 of the Civil Code and acknowledge that an event of default on the part of one or more primary cardholders will give rise to an event of default on their own account. Debts claimable from sureties will automatically attract interest at a rate equivalent to that applicable to the primary debtor.

### **B.10. Cancellation of a credit facility**

In the event of failure to comply with any provision in these Visa General Terms and Conditions or any obligation attaching thereto, the Bank shall be entitled to terminate the credit facility with immediate effect and call for the immediate repayment of all unpaid items, due or not due, without prejudice to the imposition of default interest, to be calculated on capital sums outstanding in accordance with Article C.1. below.

The credit facility associated with the card may also, be cancelled by the Bank by recorded delivery mail at any time without advance notice or notice to perform:

- a) if the primary card account-holder, additional cardholder or a third party guarantor contravenes any one of his/her legal, regulatory or contractual obligations resulting from the credit facility or any agreement or obligation attached thereto, or any legal or regulatory obligations relating to his/her capacity, status, legal form or activity and, in particular, in the event of the absence or loss of any authorisation whatsoever necessary for the exercise of his/her activities;
- b) in the event of the disappearance or decline in value, for any reason whatsoever, of one or more real or personal guarantees issued to the Bank or, in general, an event liable to give rise to the disappearance, decline in value or total or partial non-availability of the assets of the primary card account-holder or Third Party Guarantor, notably in the event of the instigation or proceedings and/or protests against the primary card account-holder, attachment or an action for recovery of assets of the latter or if items of information in the Bank's possession are, in the latter's estimation, liable to give rise to such an event in the imminent future;
- c) in the event of bankruptcy, an application for a stay of payment or a judicial or amicable arrangement with creditors instigated by the primary card account-holder, a procedure or other situation in fact and law which, having regard to the right to be applied, shall give rise to default or a stay of payment; in case of insolvency or default; in case of a simple intention manifested by the primary card account-holder to

file for bankruptcy, apply for a stay of payment or arrangement with creditors or instigate such a procedure;

d) in the event of late payment by the primary card account-holder or additional cardholder of any debt to any tax authority, social security body or any other creditor (in particular, the Bank or any other credit institution), or in the event of legal procedures instigated by any creditor against the primary card account-holder or additional cardholder;

e) if the confidence of the Bank in the primary card account-holder or additional cardholder and their ability to repay their debts is undermined as a result of material elements (including, in particular, any delay or negligence in the proper keeping of accounts, early maturity or delay in the payment of any obligation by the primary card account-holder or the additional cardholder to any creditor whatsoever) or of matters relating to the reputation of the primary card account-holder or additional cardholder, or at least, if the primary card account-holder or additional cardholder should suffer losses endangering their solvency; if any obligations to the Bank or any other creditor are not respected, postponed or become due prior to maturity;

f) in the event of the death of the primary card account-holder or additional cardholder;

g) in the event of debarment, guardianship or other procedure the purpose of which is to limit the legal capacity of the primary card account-holder or additional cardholder;

h) in the event of a change in the marital status of the primary card account-holder or additional cardholder;

i) in the event of the dissolution of a common-ownership regime, any request for the legal separation of assets, divorce proceedings or the separation of property;

j) in the event that a criminal investigation (in particular an international letter rogatory), liable to give rise to a criminal or correctional penalty is instigated against the primary card account-holder, additional cardholder, third party guarantor or one of their bodies, in deed or in law, (in the event that the primary card account-holder, additional cardholder or third party guarantor is a company), or at the very least, in the event of the primary card account-holder, additional cardholder or third party guarantor making abnormal or irregular transactions as regards generally accepted business usages and practices or making incomplete or incorrect statements, in particular, concerning the state of his/her assets and liabilities;

k) in the event of business being fully or partially suspended, a change to the legal form or business of the company, the voluntary or legal liquidation of the creditor, or in the event of any indication in such a direction, if an expert assessment shows that the company of the primary card account-holder or additional cardholder has suffered losses likely to endanger their solvency or in the event of circumstances likely to lead to any one of these situations arising imminently;

l) in the event of the assets of the primary card account-holder or additional cardholder becoming partially or fully unavailable, in particular as a result of civil, penal, legal or other confiscation, or in the event of circumstances likely in the Bank's opinion to lead to any one of these situations arising imminently;

m) if the Bank establishes at a later date that the primary card account-holder or additional cardholder has provided false or incomplete declarations on the credit application or thereafter;

n) in the event of a third party guarantor becoming insolvent or revoking his/her guarantee;

o) if the primary card account-holder or Third Party Guarantor leaves the country to relocate abroad without notifying the Bank to this effect in advance;

p) if the Third Party Guarantor(s) find(s) himself (themselves) in any of the situations listed above;

q) in general, under any circumstance provided for in law, with particular reference to Article 1188 of the Civil Code.

If, notwithstanding the occurrence of any of the events listed above, the Bank fails to invoke its right to terminate the credit facility, this tolerance or partial availment cannot be invoked at a later date as constituting a waiver on the part of the Bank to avail itself at a later date of rights vested in it under the present Article.

In the event of termination of the credit facility, the Bank is entitled to realise any guarantees in its possession and instigate any protective measure, seizure or freezing of assets.

As a result of the Bank's termination of the credit facility, the effective balance outstanding in principal, interest, charges and incidental expenses shall become automatically claimable.

In the event of the instigation of legal proceedings following payment default, the legal expenses thereby incurred will be incumbent on the losing party, without prejudice to the final decision of any court on this matter.

#### **B.11. Suspension of the credit contract**

The Bank may, for reasons objectively justified, notably if it has access to information indicating that the primary card account-holder or additional cardholder will cease to be in a position to abide by its obligations, suspend the right of withdrawal of the primary card account-holder and/or additional cardholder on the credit facility. The Bank must inform the primary card account-holder of the suspension and the reasons for this decision in hard copy form or other durable medium, if possible before the suspension takes effect and at all events immediately afterwards, unless the disclosure of this information is prohibited by other legislation or conflicts with the objectives of public policy or public safety.

#### **B.12. Death of the primary card account-holder**

Where the primary account-holder is a natural person, use of the card and, where applicable, the associated credit facility, will end automatically as soon as the Bank learns of the death of the primary card account-holder or additional cardholder. All beneficiaries and assigns of the primary card account-holder and Third Party Guarantor shall remain jointly and severally liable for all commitments of the principal.

#### **B.13. Duty of disclosure of the primary card account-holder and Third Party Guarantor(s)**

The primary card account-holder and, where applicable, Third Party Guarantor (s) declare (s) that the information supplied to the Bank for the purposes of negotiation of the credit facility linked to the card is accurate and complete and undertake (s) to take the initiative in informing the Bank without delay of any facts liable to have a negative impact on its/their capacity for repayment, financial position or solvency.

The primary card account-holder must, at first request, provide the Bank with any information necessary for an assessment of its assets and liabilities.

The primary card account-holder or Third Party Guarantor undertakes to notify the Bank immediately of any change of address. In case of failure to abide by this obligation, the primary card account-holder or Third Party Guarantor authorises the Bank in addition to avail itself of these Visa General Terms and Conditions to instigate change of address procedures vis-a-vis any competent authorities or bodies at the expense of the latter.

In the absence of a notification to this effect, any communications, service or filing of documents or summons will be validly issued to the last address disclosed to the Bank in writing or to the last Registered Office known to the Bank. The primary card account-holder or Third Party Guarantor, as applicable, will be entirely liable for the consequences of this omission.

Research costs incurred by the Bank in identifying the new address and/or new Registered Office of the primary card account-holder or Third Party Guarantor will be chargeable to the latter.

#### **B.14. Joint and several liability**

All card account-holders and additional cardholders will be jointly and severally liable to the Bank for all undertakings entered into under these Visa General Terms and Conditions, including those arising from the credit facility. An event of default against one cardholder will apply to all other cardholders.

A provisional or definitive stay of payment requested by or accorded to a primary card account-holder and/or additional cardholder or a declaration of excusability of a primary card account-holder and/or additional cardholder cannot be invoked in favour of other cardholders.

### **C. GENERAL ADDITIONAL PROVISIONS APPLICABLE TO THE CARD AND ASSOCIATED CREDIT FACILITY**

#### **C.1. Termination or suspension**

**C.1.1.** The card is granted for an indefinite period.

**C.1.2.** The primary card account-holder or additional cardholder may terminate the contract at any time subject to one month's advance notice. The primary card account-holder and additional cardholder shall however remain bound jointly and severally to repay to the Bank any debit balances on the card account, transactions pending and any other undertakings made in respect of the Bank in relation to the use of the card (s). The Bank reserves the right to charge a fee for the termination of the contract in accordance with its tariff in force at the time, except in the case of the termination of the contract by a consumer after a period of twelve months.

**C.1.3.** Without prejudice to any other right of termination accorded to the Bank under these Visa General Terms and Conditions, the Bank may terminate the contract, subject to the provision of two months' advance notice and notification to the additional cardholder and the primary card account-holder to this effect by post or electronic mail. All cards must then be returned to the Bank as soon as the notice period has expired, with the Bank accepting no liability for any transaction made using the card or cards after termination of the contract.

**C.1.4.** If the contract is terminated for any reason whatsoever, the credit facility associated with the card will be terminated and the total amount of any debit on the card account shall become automatically claimable.

**C.1.5.** The statement relating to the card account will only become definitive six months after the return of the card or cards. Any credit balance on the account in question will not therefore be remitted to the primary card account-holder until the expiry of this six-month time limit.

Guarantees attached to the card must in consequence be maintained throughout this period.

**C.1.6.** The Bank may also, at any time and at its entire discretion, suspend all or any of the card's functions fully or in part, provisionally or once and for all, for any reason relating to:

- the security of the card, and notably to the expiry of the period of validity of the card, in the event of closure of the card account, damage or breakage of the card or transactions which appear to represent a breach of public order or decency or to have been made for illegal purposes;
- any presumption that the card has been used without authorisation or fraudulently and notably at the request of the primary card account-holder and/or additional cardholder during any fraud prevention procedure following Visa's regulations, and if the card is returned for cancellation;

- if the Bank establishes that, having regard to the solvency of the primary card account-holder, on the basis of information at its disposal, there is a risk that the primary card account-holder will be incapable of meeting its payment obligations, the guarantees obtained are insufficient or security requested has not been obtained; or
- in any other circumstances prescribed by the Bank's relevant General Terms and Conditions.

If the card is blocked, the Bank shall inform the primary card account-holder and/or additional cardholder that it has been blocked and the reasons for the decision in the form of a notice on the ATM or POS, in a statement of account or by mail (paper or electronic), if possible before the card is blocked and otherwise immediately thereafter, unless providing this information is unacceptable for security reasons or prohibited under any European or national legislation.

The Bank shall unblock the card or replace it by a new card as soon as the reasons for which it was blocked cease to apply.

The primary card account-holder and additional cardholder shall not be entitled to claim any compensation as a result of the suspension of the card under the conditions set out in this section.

The cardholder may request unblocking of the card by contacting its local branch or telephoning + (352) 49.49.94. The Bank shall be entitled to refuse the unblocking if, at its full discretion, it considers that the reasons for blocking the card persist. For security reasons, the card may not be unblocked in case of reported loss, theft or fraudulent use, but shall be replaced automatically.

#### **C.2. Tariff**

##### **C.2.1. Debit and credit interest**

**C.2.1.1.** Without prejudice to the contents of Article A.9, the annual debit rate applicable to this credit facility will be as indicated in the Bank's tariff in force at the moment of use on the card account.

The Bank reserves the right to amend the debit or credit interest rates, fees or commission at any time, depending on market conditions. The Bank shall determine the means by which these amendments are brought to the attention of the primary card account-holder.

C.2.1.2. Interest payable shall be offset against credit interest payable on the card account, to be calculated each month. No debit interest shall be payable on sums repaid (including the minimum compulsory repayment) in advance of the date indicated on the statement.

C.2.1.3. The card account will also attract credit or debit interest, calculated "prorata temporis" on the account balance, according to the Bank's tariff in force.

### **C.2.2. Commissions and fees**

C.2.2.1. The card shall be issued in consideration of an annual fee, to be deducted automatically from the card account.

The amount of this fee is set out in the Bank's tariff in force, accessible at any branch and on the Bank's website.

C.2.2.2. Cash advances obtained on the occasion of withdrawals from ATMs will be liable to commission, to be debited to the card account in accordance with Bank's tariff in force at the statement date.

C.2.2.3. With reference to foreign exchange conversion, the Bank will levy conversion charges in accordance with its tariff in force from the card account in the currency of that account.

**C.2.2.4. The Bank reserves the right at any time to change the exchange rates, the debit and credit interest rates and the charges and fees relating to the card, according to the procedures and conditions laid down in the Bank's General Terms and Conditions in force at the time, only the primary card account-holder will be notified of this.**

### **C.3. Amendments to these Visa General Terms and Conditions**

**Without prejudice to the Bank's right to add a new service at any time or change the card or amend these Visa General Terms and Conditions pursuant to the new legislation or regulations, the Bank may amend these Visa General Terms and Conditions subject to a notification to this effect to the primary card account-holder at least two months prior to their entry into force, unless the card is used for commercial purposes, in which case a notification of one month is deemed sufficient.**

**The existence of such amendments shall be notified to the primary card account-holder via the Bank's secure website, in a notice attached to a statement of account or by post and/or**

**e-mail to the primary card account-holder.**

**The primary card account-holder must immediately inform any additional cardholder(s) of the amendments proposed by the Bank.**

**If the primary card account-holder does not wish to accept these amendments, he/she shall return the card to the Bank for cancellation prior to the date of entry into effect of the amendments. Unless otherwise stipulated, this termination shall be free of charge and take effect immediately.**

**Failure to exercise this right on the part of the primary card account-holder and additional cardholder shall automatically be deemed to constitute acceptance on the part of the latter of the amendments implemented. The primary card account-holder shall be solely liable for any direct or indirect prejudicial consequences arising from failure to notify the amendments to the additional cardholder.**

### **C.4. Miscellaneous provisions**

C.4.1. The card shall remain the property of the Bank at all times. It must be returned at the Bank's request without any requirement to justify its request and in any event upon closure of the card account, and the statement relating to the card account will only become definitive six months after the return of the card or cards to the Bank.

C.4.2. The primary card account-holder and/or additional cardholder may not use the card to make purchases or obtain illegal services. Notwithstanding the foregoing, the primary card account-holder and/or additional cardholder shall remain bound to pay to the Bank the totality of any amounts debited to the card account.

C.4.3. The primary card account-holder authorises the Bank to verify the validity of information, notably financial information, provided in relation to the card application both while the application is being processed and during the term of the contract.

C.4.4. The primary card account-holder and additional cardholder undertake to inform the Bank of any change in their employment or in their financial and/or professional situation and to present within a reasonable period of time any new assessment or proof of earnings; research costs incurred by the Bank in identifying the new address and/or new Registered Office and/or new financial situation of the primary card account-holder and/or additional cardholder shall be chargeable to the latter.

C.4.5. The cancellation or invalidity of certain clauses or any part of these Visa General Terms and Conditions will not detract from the validity of the totality of these Visa General Terms and Conditions.

C.4.6. The primary card account-holder and additional cardholder authorise the Bank to undertake at the expense of the primary card account-holder any necessary research involving their employer and any authority or person qualified to respond, during investigation of their application or during the full period that the card is held.

C.4.7. Personal data protection

The Bank, as data controller, undertakes to process personal data in accordance with the applicable legislation relating to the protection of individuals with regard to the processing of personal data, its General Terms and Conditions and with the Privacy Statement which can be consulted on [www.ing.lu](http://www.ing.lu) or in a bank branch on request.

In accordance with the applicable legislation in the Grand Duchy of Luxembourg, data subjects have (i) a right of access, (ii) a right to rectification and, where applicable, (iii) a right to object and (iv) a right to erase with regard to their personal data.

The personal data communicated within the framework of subscription and use of the Visa card and, if necessary, subsequently as part of the operations management related to the use of Visa card, are processed by the Bank in particular for the purpose of managing accounts and payments, the proper operation of the card, granting and managing credit facilities, commercial promotion of banking services (unless the primary account-holder and cardholder, upon request and free of charge, object to direct marketing), insurance and support services, managing the relationship with the primary account-holder and the cardholder, controlling operations and preventing irregularities and frauds and managing possible litigation or recovery.

These personal data may be communicated to other entities within ING Group and engaged in banking, insurance or financial activities (list available on request) for the purposes of centralised customer management, sales promotion (unless the person concerned, upon request and free of charge, objects to direct marketing), managing the primary account-holder and cardholder's relationship, providing their services (if any) and monitoring the regularity of the transactions (including the prevention of irregularities and fraud). Personal data can also be communicated to insurance companies outside ING Group and established in the European Union as well as the suppliers printing the cards.

The primary card account-holder and the cardholder are furthermore informed that their personal data necessary for the operation of the card and payment transactions may be transferred by the Bank to Visa or any interested and duly authorised third party within the Visa Network both in and outside the European Union, including notably the merchants and the companies with which the card is used, the bodies in charge of the management of cards, compensation and authorisations regarding the latter.

The same applies to personal data allowing to ensure the safety of payments, including when the card has been blocked.

Moreover, reference is made to the section regarding the processing of personal data of the Bank's General Terms and Conditions, which remain applicable to the processing of personal data carried out in terms of these General Terms and Conditions.

#### **C.6. Election of domicile**

The Bank elects domicile at its Registered Office in Luxembourg.

The primary card account-holder elects domicile at the office of the Public Prosecutor at Luxembourg District Court, at which elected domicile any writs and other instruments will be validly served, without prejudice to the Bank's right to take exclusive account of the actual domicile of the primary card account-holder; however, the Bank will reserve the right to serve documents at the most recent address indicated by the primary card account-holder.

#### **C.7. Applicable law - Competent jurisdiction**

All rights and obligations of the primary card account-holder, additional cardholder and Third Party Guarantor vis-a-vis the Bank will be subject to Luxembourg law, unless expressly stipulated to the contrary. Any legal dispute, including as regards any non-contractual matters, shall be brought before Luxembourg District Courts in the absence of any express provision to the contrary.

However, the Bank reserves a discretionary right to bring any dispute before the domicile of the opposing party.

#### **C.8. Application of the Bank's General Terms and Conditions and, where applicable, General Terms and Conditions relating to the Internet and remote selling**

**Moreover, reference is made to the Bank's General Terms and Conditions and the tariff in force, its appendices and in particular appendix on outsourcing of certain services and, where applicable, the General Terms and Conditions relating to the Internet and remote selling, which are applicable in as far as they do not derogate from these Visa General Terms and Conditions.**