

GENERAL TERMS OF USE FOR THE CARDHOLDERS OF CORPORATE PRODUCTS

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1. PREAMBLE

BCC Corporate NV/SA with registered seat Keizerinlaan 66 Boulevard de l'Impératrice, B-1000 Brussels, R.P./R.P.M. n° 0883.523.807, registered at the Belgian National Bank as a payment service provider and registered at the FSMA as an insurance intermediary in the category "insurance broker" having number No. 109178 A; (hereafter "BCC"), has concluded a corporate agreement with the employer of the card applicant (hereafter "Company"), according to which the Company intends to provide Corporate incl. IBIS IL, Office Manager, E-pay and/or Travel Key cards (hereafter "the Card") to its employees on the basis of the corporate agreement concluded between the Company and BCC.

These Terms apply to the use of the BCC Card, are agreed solely between the Company and the employees, and do not establish an independent contract between BCC and the selected employee. The Company grants the employee the right to use the Card until such time as the Company withdraws this right. The employee commits to destroy the Card once the employee's right of use of the Card ends.

This document sets out the Terms for the use of the Card. Please read it very carefully and keep it for your reference. By submitting an Application Form (means the Card application form completed and signed by you and/or by a person authorised to act for You for the purpose of establishing the Card) (or, if earlier, signing or using the Card), The employee agrees to the terms and Conditions.. If BCC makes any changes you will be deemed to have accepted them subject to the "Changes" section.

It is BCC, the Company and the cardholder/user intention to have a Card that meets the requirements of a Commercial Card (except for IBIS IL). We can change any provision in these Terms with immediate effect to align the Card setup (more) to requirements, as the case may be, clarified by the EU, national government or any other regulatory body. This is an essential part of the agreement and cannot be overruled in (prior or future) specific terms and conditions, amendments or any other acts

You agree to accept the language in which these Terms are provided.

You agree that articles VII.4 – VII.26, VII.27 §3, VII.28, VII.34, VII.36 – VII.38, VII.41, VII.49, -VII.51 and VII.55 paragraph 1 of the Economic Law Code will not be applicable to these Terms as far as it concerns the relationship between BCC and the Company. All other articles of the aforementioned law will be applicable to these Terms.

2. DEFINITIONS

"Account" or **"Card Account"** means any account BCC maintains in relation to the Card knowing that the card account held by BCC is not a payment account in the sense of article 4 (12) of EU Directive 2015/2366 (Payment Services Directive 2);

"Account User" means any person who purchases goods and services through communication technology (eg telephone, mobile, mail, internet..) with the E-Pay and/or Travel Key Card, authorised by the Company in accordance with the corporate agreement to incur Charges on an Account.

"Affiliate" means any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries;

"Cash Advance" means the withdrawal of cash in any currency through a range of methods made available or may be made available and any other cash products as agreed separately with BCC;

"Charges" means all and any payments made using a Card or transactions otherwise charged to your Account and includes Cash Advances (where we have agreed with Your Company), purchases, fees, commissions, charges, taxes and all other amounts you and/ or Your Company (dependent on which liability structure is chosen for the Account, please see "Liability for Charges" section) have agreed to pay BCC or are liable for;

"Code(s)" means each of your Personal Identification Number (PIN), telephone code(s), on-line passwords and any other codes established for use on your Account;

"Commercial card" means a Commercial Card as defined in the EU Regulation 2015/751 on Interchange Fees, namely "any card-based payment instrument issued to undertakings or public sector entities or self-employed natural persons which is limited in use for business expenses where the payments made with such cards are charged directly to the account of the undertaking or public sector entity or self-employed natural person";

"Communications" means Statements, notices (including changes to these Terms), servicing messages, disclosures, account alerts, important messages and additional copies of the Application Form and the Terms and Conditions if requested and other communications;

"E-Pay Card" means the account(s) established under the master account or Account for the purpose of executing and recording Charges for the Visa/ MasterCard E-Pay Card program. The E-Pay Card is a virtual Card (no plastic is used).

"IBIS IL" means a card with individual billing, individual settlement and individual liability; to which BCC will apply an Anniversary Fee (means: administration fee charged by BCC every year to perform the regular credit and legal checks.)

"Merchant(s)" means a company, firm or other organization accepting Visa or MasterCard Cards as a means of payment for goods and/or services;

"Opening of Account Application Form" means the Application Form completed and signed by a person authorised to act on behalf of Your Company for the purpose of establishing the Account with Your Company;

"Price Grid" refers to the table of standard prices (fees, charges, ...) that is published on BCC website and that applies to all Card unless deviations thereof have been acknowledged explicitly and in writing to Your Company after the publication and communication of the last version of the Price Grid;

"Program Administrator" means the person designated by Your Company to act on its behalf in: the administration of the Card program; communicating with Us about Card Accounts including your Account and; passing on to you certain information we provide in relation to the Card and your Account;

"Recurring Charges" means that You allow a Merchant to bill your Account for a specified or unspecified amount, at regular or irregular intervals for goods or services;

"Replacement Card" means a renewal or replacement Card;

"Statements" means a summary of charges of your Account detailing transactions, Account balance and other relevant Account information during the relevant billing period;

"Travel Key Card" means the account(s) established under the master account or Account for the purpose of executing and recording Charges for the Visa/MasterCard Travel Key Card program.

"Travel Agency" means a travel agent, travel management company or other provider of travel booking services or associated online reservation portal which are designated on the Travel Key Card Application Form.

"Travel Arrangements" means tickets for travel and booking services provided to Account Users by Travel Service Providers and services provided to You or Travel Users directly by the Travel Agency.

"Travel Service Provider" means a provider of Travel Arrangements purchased through or directly from a Travel Agency.

"We", "Our", "Us" and "BCC" means BCC Corporate;

"You", the "Cardholder" means the person whose name appears on the Card; or for E-Pay and Travel Key Card: the company or firm whose name and address appear in, and who has executed an Application Form, its successors or assignees.;

Additional definitions can be found in the text.

3. USE OF THE CARD/CODE(S)

On the basis of the corporate agreement between the Company and BCC, the employee may use the Card as follows:

- a) The Corporate Card Cardholder agrees that the card user Account will be debited when the Card is presented to a Merchant that accepts the Card as payment and the employee:
 - (i) enters his personal PIN or signs a paper slip issued by the Merchant;
 - (ii) provides his Card number and related Card or Account details by following the Merchant's instructions for processing your payment in the case of online, telephone, mail order purchases, Recurring Charges or through any other device such as telephone boxes and parking permit dispensers;
 - (iii) concludes an agreement with a Merchant and the employee consents to the Merchant charging his Account for an amount that is specified in such agreement;
 - (iv) authorises a contactless Charge by passing the Card over a contactless card reader; or

- (v) verbally consents, or confirms agreement, to all or part of a Charge after the Charge has been submitted.

You cannot cancel Charges once You have authorised them, except for Recurring Charges which can be cancelled for the future. Please see the "Recurring Charges" section.

- b) BCC may impose and vary limits and restrictions on your use of your Card for contactless Charges such as a maximum amount for each Charge, day, statement period or otherwise or a requirement to enter your PIN after a certain number or value of contactless Charges.
- c) To prevent misuse of your Account and the Card, You must ensure that You:
 - (i) sign the Card as soon as received;
 - (ii) keep the Card secure at all times;
 - (iii) regularly check that You still have the Card in your possession;
 - (iv) do not let anyone else use the Card;
 - (v) retrieve the Card after making a Charge;
 - (vi) never give out the Card details, except when using the Card in accordance with these Terms; and
 - (vii) when transferring the number of the Card in payment for a Charge (online or mail order purchases), comply with the applicable instructions and recommendations issued by BCC on each occasion.
- d) To protect your codes (including the personal PIN), You must in each case ensure that You:
 - (i) memorize the code;
 - (ii) destroy BCC communication informing You of the code (if applicable);
 - (iii) do not write the code on the Card;
 - (iv) do not keep a record of the code with or near the Card or Account details;
 - (v) do not tell the code to anyone or otherwise allow access to it (except for the telephone code established for use on your Account which may be provided to Us when You contact Us by telephone);
 - (vi) do not choose a code (if you select a code) that can easily be associated with You such as your name, date of birth or telephone number; and
 - (vii) take care to prevent anyone else seeing the code when entering it into an electronic device (including an ATM).
- e) Subject to Merchant requirements, the Card may need to be pre-authorized for a pre-determined amount in the relevant currency. If the whole pre-authorized amount is not used to settle the associated payment, it is possible that the pre-authorized amount will be held for up to 7 days (with the exception of car rentals and cruises which may take more than 7 days). You explicitly consent to any future pre-authorisations and the fact that the amount may be blocked for a certain time given.
- f) E-Pay Cards may only be used by Account Users to pay for goods and services sold through communication technology, such as telephone, mobile phone, mail, internet... In such a case you shall be deemed to agree that the E-Pay Card will be debited for payment and to authorise the Charge.
- g) You must take precautions to ensure that Account details, security information and codes are kept safe and confidential by persons authorised to use them and take reasonable measures to prevent any other person accessing or using the Account details, security information and codes and instruct Account Users to do so. You must implement reasonable controls, measures and functionalities to assist in preventing or controlling misuse of the E-Pay and/or Travel Key Card. This includes but is not limited to, adopting and enforcing policies and procedures to limit and control the use of the E-Pay and/or Travel Key Card details. You must also regularly monitor use of the E-Pay and/or Travel Key Card.
- h) Travel Key Cards may only be used by Account Users to pay for Travel Arrangements made with the Travel Agency. Charges on a Travel Key Card must not be incurred with any other travel agent, travel management company or other provider of travel booking services including any reservation site accepting Visa and/or MasterCard Cards. If such Charges are incurred, You will still be liable for the Charges, subject to the "Liability for Unauthorised Charges" section of this Agreement.
- i) BCC reserve the right to refuse any application for set-up and use of Travel Key Cards and to refuse transactions. BCC have the right to inform the Travel Agency about the cancellation and/or suspension of the Travel Key Card.
- j) You must provide the Travel Key Card and/or its number to the Travel Agency to pay for Travel Arrangements.
- k) When an Account User books Travel Arrangements on a Travel Key Card with a Travel Agency, You shall be deemed to agree that the Travel Key Card will be debited for payment and to authorise the Charge.
- l) utilising any online service BCC may make available to monitor Account usage and manage the Travel Key Card;
- m) making arrangements for immediate deletion of any user accounts established by the Travel Agency for the purpose of using the Travel Key Card to make reservations, as soon as the right to charge the Travel Key Card has been revoked.
- n) You must not use a Travel Key Card to obtain cash.

4. PERMITTED USES

- a) You are the only person who may use the Card. The employee commits to use the Card solely for business expenses.
- b) You may use the Card, subject to any restrictions set out in these Terms, to pay for goods and services from Merchants, except where Your Company has restricted use of the Card at a Merchant.
- c) If BCC has agreed with Your Company, you may also in accordance with the agreement BCC has with Your Company use your Account and the Card to obtain Cash Advances solely for the business purposes of Your Company.
- d) BCC reserves the right to block contract companies on the basis of their "Merchant Category Code" (MCC) without informing the employee in advance ("MCC blocked"), e.g. in the "Gambling" category.

5. PROHIBITED USES

- a) You must not:
 - (i) give the Card or Account number to any person or allow them to use the Card or Account for Charges, identification or any other purpose, other than to give your consent to a transaction in accordance with the "Use of the Card/code(s)" section);
 - (ii) allow another person to use the Card or codes for any reason;
 - (iii) return goods or services obtained using your Account or Card for a cash refund. If permitted by the Merchant, goods and services charged to a Card may be returned to the Merchant for a credit to that Card;
 - (iv) use the Card to obtain cash from a Merchant for a Charge recorded as a purchase;
 - (v) obtain a credit to your Account except by way of a refund for goods or services previously purchased on your Account;
 - (vi) use the Card if You know or could be reasonably expected to know that Your Company is insolvent, wound up, if an administrator or administrative receiver has been appointed or it is subject to any other form of insolvency procedure;
 - (vii) use the Card or your Account to obtain cash unless BCC has agreed with Your Company separately to permit Cash Advances;
 - (viii) use a Card which has been reported to BCC as lost or stolen until such time as BCC provides a new Card or new Account details (in which case you must use the new details) or BCC otherwise confirms that You may resume use of the Account/Card;
 - (ix) use a Card after it has been suspended or cancelled, after the Account expires or after the 'valid thru' date shown on the front of the Card;
 - (x) use the Card for any purpose other than the genuine purchase of goods and/or services (or Cash Advances, if applicable);
 - (xi) use the Card to purchase anything for the purpose of re-sale unless BCC has previously agreed to this with Your Company; or
 - (xii) use the Card for non-professional expenses.
- b) Subject to the "Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account" section, You will be responsible for any prohibited use of your Account even if BCC did not prevent or stop the prohibited use, unless otherwise provided by law.

6. CASH ADVANCES (WHEN APPLICABLE)

If BCC agrees with Your Company to allow You to obtain Cash Advances, You can use the Card for cash withdrawals at ATMs in Belgium and abroad.

In this event:

- (i) You will only be entitled to withdraw cash for the legitimate business purposes of Your Company;
- (ii) Your Company may by notification to Us stop You from using the Cash Advance facility at any time and Cash Advances will no longer be available to You;
- (iii) Your Company may by notification to Us stop You from using the Cash Advance facility at any time and Cash Advances will no longer be available to You;

- (iv) BCC may impose limits and restrictions on Cash Advances such as the minimum and maximum limits that apply to Cash Advances for each Charge, day, Statement period or otherwise;
- (v) participating financial institutions and ATM operators may also impose their own limits and restrictions on Cash Advances such as limits on the number of Cash Advances, the amount of each Cash Advance and access to and available services at ATMs;
- (vi) BCC reserves the right, without cause and without providing any notice to You, to terminate your access to Cash Advances and ATMs, even if the Account is not in default;
- (vii) fees apply for Cash Advances and are set out in the "Fees" section. The ATM provider may also charge a fee; and
- (viii) You must comply with any instructions Your Company provides to You in relation to Cash Advances.

7. STATEMENTS AND QUERIES

- a) BCC will provide the employee with the monthly card statement and – if arranged by the Company – individual transactions, by default and upon registration through the online "My Web Reporting" tool in the form of a PDF file for retrieval. Unless the Card is subject to "central billing, central settlement" as described in the "Liability for Charges" section BCC will make available to You, in the manner set out in the "Communicating With You" section, Statements periodically and at least once a month if there has been any Account activity. Your Statement will show important information about your Account, such as the outstanding balance on the last day of the Statement period, the payment due, the payment due date, the currency conversion rate and applicable fees and will include Charges made by You.
- b) Provided that BCC has the correct email address, the employee will be informed of the provision of this material by email.
- c) The Cardholder is required to retrieve each statement of account promptly, at the latest, however, upon receipt of the corresponding notification email.
- d) Statements are available online for a period of 12 months after their upload. Statements of account will not be dispatched by mail. In the event the employee regularly requires that card statements are mailed despite the agreed retrieval through the online tool, BCC will charge a fee (see Price Grid). This amount will be charged to the employee's Card in the absence of another agreement between the Company and BCC.
- e) You must ensure that each Statement is accurate and complete. Contact BCC as soon as possible if you have a question or a concern with your Statement. BCC will normally expect this to be within one (1) month of receipt of your Statement.
- f) If You or Your Company does not query a Charge that You believe is unauthorised or incorrectly executed within this period, or in some cases within up to thirteen (13) months, You and/or Your Company dependent on which liability structure is chosen for the Account (please see the "Liability for Charges" section) may be liable for this unauthorised or incorrectly executed Charge. This term of 13 months is reduced to 90 calendar days for transactions outside of the European Union. If requested, You agree to promptly provide BCC with written confirmation of your question or concern and any information BCC may reasonably require that relates to your question or concern.
- g) This shall not apply if you were prevented from meeting the one (1) month notice period through no fault of your own. For the avoidance of doubt, You must settle any Charges in respect of which You have raised a query. If BCC determines that your query is valid, BCC may apply a credit to the relevant Account. Credits will appear on your Statement.
- h) You agree BCC may send you notices, including notices of variation of these Terms with your Statement.
- i) If You fail to receive or access a Statement for any reason whatsoever, this shall not affect your obligation to make a payment in accordance with these terms. You must contact Us to obtain the relevant payment information by alternative means if You are unable to access or have not received a Statement.

8. CORPORATE REPORTING

During the term of the agreement between BCC and Your Company, BCC will provide the Company or Program Administrator with the requested reports, on a one-off or periodic basis (weekly, monthly, quarterly, six-monthly or annual), on card activity and management (the Reports). The Company will have to take into account the current laws on personal data protection and privacy in defining the Reports.

Reports that might be provided at the request of the Company:

- a weekly list of Cardholders the Company employees;
- a monthly list of Cardholders on who's Card increases to credit limits were requested and set;
- a monthly list of Cardholders whose Card has been cancelled

The Cardholder, by accepting these Terms and Conditions, consents to these Reports.

9. FEES

Various fees and charges are applicable to the Card and the Card account. These fees and charges are determined in Our agreement with Your Company. They are in principle included in a Price Grid – without inclusion of any taxes, duties, levies or other governmental additional charges -, which can be consulted on the website www.bcc-corporate.be. You can inform yourself on further details via Your Company's Program Administrator. BCC is entitled to charge these fees and charges to your account when due.

Fees and charges are or may be payable for the following:

- a) An Anniversary fee is payable annually for each subscription year. The first Anniversary fee is payable on the first Statement date after the Card is issued and then on the Statement date following the beginning of each subscription year unless BCC agrees with You and Your Company otherwise. A subscription year starts on the Card Anniversary Date (means the month of each year of the anniversary of Card membership) and ends on the day before the next Card Anniversary Date.
- b) Late payment fees apply in the event of a delay in payment of Charges without any further prior notice of default being required. For the avoidance of doubt, You are liable to Us for payment of late payment fees as You are for any other Charges in accordance with Clause "Liability for Charges" (and the agreed liability option for the Card program). In case of late payment, BCC will charge a late payment charge calculated at the rate (in principle per month), determined in the Price Grid, applied on the amounts in arrears (outstanding balance including any previous fees and charges applicable) and calculated on a daily basis in relation to the number of days in default. The charge rate applied may vary according to fluctuations of the money market. With each monthly statement late payment charges will be added to the outstanding balance (including any fees or charges, if applicable). In case of continued late payment, the same charge rate will apply on the capitalised amount. These will be automatically applied without prior notice. BCC may also charge an administrative fee determined in the Price Grid for the follow-up of the late payment. These will be automatically applied without prior notice.
- c) BCC will also charge your Account for any reasonable costs BCC incurs in recovering overdue payments. These costs may be added to the outstanding sum and include the cost of using third parties, such as a firm of solicitors, and any costs they themselves incur in trying to recover a debt on our behalf. Minimum amounts of such costs that may be charged in that way are determined in the Price Grid.
- d) If you make a Charge in a currency other than Euro, BCC will apply an exchange rate to the Charge and a commission on a non-Euro transactions determined in the Price Grid. Please see the "Charges Made in Foreign Currencies" section.
- e) A Paper statement fee determined in the Price Grid is payable for each copy provided, if and when online statements are available.
- f) For every cash withdrawal with the Card, the Statement records a commission calculated on the amount requested. The following fees on cash withdrawal will be charged:
 - manual cash (bank counter): a percentage of the amount withdrawn determined in the Price Grid [with a possible minimum amount of the fee to be taken into account]
 - automatic cash (ATM): a percentage of the amount withdrawn (the latter being limited to a maximum of 600 Euro per 4 consecutive days) determined in the Price Grid [with a possible minimum amount of the fee to be taken into account].
- g) Other charges are or may be applicable e.g. for (urgent delivery of) a replacement card, for payments with a wrong structured remittance information, for duplicates of payment receipts, for a payment term that is longer than the standard payment term or any other charge deemed reasonable and as laid out in the Price Grid overview on the website.
- h) Fees and charges, unless specifically, expressly and in writing, agreed otherwise, can be charged in advance as the case may be based on estimates (to be adjusted in arrears), over a period of one year; at each event triggering the charges (which in itself may trigger charges such as a paper statement fee); or in arrears. Anniversary Fees, fixed fees or charges (not based on estimates) charged in advance will not be reimbursed, including but not limited to the situation where the agreement is terminated during the period covered by the advance payment.

10. RIGHT TO CHANGE FEES AND COMMISSIONS

BCC may change the circumstances in which any of the fees on your Account are charged, the amount of those fees and introduce additional fees in accordance with the "Changes" section.

11. CHARGES MADE IN FOREIGN CURRENCIES

If you make a Charge in a foreign currency, it will be converted into Euro on the date it is processed by Us (which may be different to the date of the Charge). The exchange rate which will be fixed by Us on the basis of the exchange rate officially published by the European Central Bank (ECB) on business day prior to the processing day of the Charge. In the absence of an ECB rate, unless a specific exchange rate is required by applicable law, the (reference) exchange rate used is the exchange rate provided to Us by the payment card scheme (Visa or MasterCard). You may contact Us by telephone or email to obtain it.

This rate may differ from rates that are in effect on the date of the Charge. Fluctuations can be significant. The rate is set daily. Changes in the rate will be applied immediately and without notice. A percentage fee of the converted Euro amount is payable as a commission on non-Euro transactions (see Price Grid).

If Charges are converted by third parties prior to being submitted to Us, any conversions made by those third parties will be at rates set by them and may include a commission selected by such third parties and may include a commission selected by them. If the third party made the conversion to euro, BCC will consider the transaction as a euro transaction and accept the conversion performed by the third party without charging a commission on non-euro transactions. The conversion by the third party may however be subject to (a) fee(s) charged by the third party. You should inform yourself on details of any fees the third party applies.

12. LIABILITY FOR CHARGES

You and/or Your Company shall be liable to Us for all Charges in accordance with the liability type that is identified in the Opening of Account Application Form or that Your Company has otherwise agreed with Us in writing. Subject to the terms of the "Cash Advances", "Statements and Queries" and "Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account" sections:

- (i) **"central billing, central settlement"** means that only Your Company receives a Statement of expenditures and is responsible for the payment.
- (ii) **"individual billing, individual settlement with joint and several liability"** means that You only receive and pay for the Statement of expenditures; however, Your Company is jointly and severally liable for the payment of any debit balance from the second reminder onwards, as well as for the charges and costs resulting from the non-payment or the late payment.
- (iii) **"individual billing, individual settlement with an individual/private liability"** means that You shall be liable to Us for all Charges and responsible for the payment.

13. PAYMENT

- a) All Charges shown on a Statement are due and payable to Us in full in Euro on the date set out on your monthly Statement.
- b) If BCC accepts a payment made in any other currency than Euro, the currency conversion will delay the credit to the relevant Account and may involve the charging of fees in accordance with the "Charges in a Foreign Currency" section.
- c) Payments will be credited to your Account when received, cleared and processed by Us. The time for payments to reach Us for clearing and processing depends on the payment method, system and provider used to make payment to Us. You must allow sufficient time for Us to receive, clear and process payments by the payment due date.
- d) Acceptance of late payments, partial payments or any payment marked as being payments in full or as being a settlement of a dispute will not affect or vary any of our rights under these Terms or under applicable law to payment in full.
- e) BCC strictly prohibits a positive balance on your Account
- f) BCC will normally apply payments to your Account firstly to the amounts that have appeared on your Statement and secondly to Charges that have been processed and are expected to appear on your next Statement. No pre-payment (e.g. payments ordered by the Cardholder exceeding the amounts due) should be executed. Any positive balance on the Account will be returned within a reasonable time.

14. REPLACEMENT CARDS

- a) If You report a Card as lost or stolen in accordance with the "Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account" section, BCC will cancel the Card and provide a Replacement Card. If a lost or stolen Card is subsequently found, You must ensure that it is cut into two or otherwise destroyed and not used anymore.
- b) The Card is only valid for the time period stated on it. All Cards remain our property at all times. BCC, or anyone BCC ask on our behalf, including Merchants, may request that You or Your Company destroy Cards, for example, by cutting them up or returning them to Us. BCC may also request another person, including Merchants to retain Cards on our behalf.
- c) BCC may send a Replacement Card to You before the current Card expires.
- d) BCC may choose not to renew any current Card without notice if it has not been used for a period of at least twelve (12) months. If this happens, the Agreement will not automatically stop.

15. RECURRING CHARGES

- a) In order to avoid potential disruption of Recurring Charges and the provision of goods or services by the Merchant in the case of a Card being cancelled, You may wish to contact the Merchant and provide your Replacement Card information or make alternate payment arrangements.
- b) Recurring Charges may be charged to a Replacement Card without notice to You in which case You and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) are responsible for any such Recurring Charges but please note that BCC is not obliged to provide Replacement Card information (such as Card number and Card expiry date) to Merchants.
- c) To stop Recurring Charges being billed to your Account, You must advise the Merchant in writing or in another way permitted by the Merchant.
- d) If BCC permits, You may allow Us or our agent to enroll you with a Merchant for Recurring Charges. You will remain responsible to make other payment arrangements until the Recurring Charges begin to be applied to your Account.

16. ACCEPTANCE OF CHARGES BY US

- a) BCC may require transactions on any Card or Account to be approved by Us before they are accepted by a Merchant.
- b) Each Charge is approved as long as You do not exceed the agreed spending limit of all of your and/or Your Company's accounts established with Us.
- c) Even though your Account may not be in default, BCC may refuse any request for approval of a Charge, on reasonable grounds for example where BCC suspects unauthorised, improper and/or fraudulent use, due to technical difficulties, security concerns, unusual spending behaviour, increased risk that You and/or Your Company may not be able to pay your Account in full and on time (including without limitation, exceeding limits that BCC imposes on Your Company's outstanding obligations to Us such as global credit limits that apply to some or all Cards), late payment, or if the use of the Card is prohibited pursuant to the 'Prohibited Uses' section of this Agreement. Where possible, BCC may provide You, at your request, our reasons for any refusal for approval.

17. INSURANCE

You may benefit from insurances taken out by Us with third party insurance providers. The continuing provision, scope and terms of the insurance benefits may be changed or cancelled by Us or the third party insurance provider at any time during the term of this Agreement. Wherever possible, BCC will give You or Your Company at least sixty (60) days advance notice of any detrimental changes to or cancellation of the insurance benefits.

18. COMMUNICATING WITH YOU

- a) Communications will be made available to You by post, e-mail, SMS or insertion of the relevant note in the Statement (or Statement insert) and You agree that it is your responsibility to access all such Communications. You must maintain a valid mailing address and phone number in our records for your Account (except as set out below).
- b) You agree that BCC may communicate with You via Your Company through a Program Administrator by telephone, post, electronically, e-mail, SMS or insertion of the relevant note in the Statement. A Communication to a Program Administrator will be deemed to be a Communication from Us to You.
- c) BCC shall treat any requests, instructions or notices from the Program Administrator in connection with the E-Pay and/or Travel Key Card, and the Agreement (whether by email, the online service, post, fax or otherwise) as a request, instruction or notice from You. You agree to be bound by any such requests, instructions or notices made to Us by a Program Administrator. You shall ensure that all Program Administrators comply with their obligations hereunder.
- d) The employee commits to the Company that he will immediately inform BCC (see contact page on the website www.bcc-corporate.be) of changes to his name, email addresses, postal mailing address and phone numbers and other contact details. BCC shall not be responsible for any fees or charges or any other damage suffered by the employee failing to inform us about any changes.
- e) You must inform Us of any changes to other information previously provided to Us such as information you provided when you applied for your Account. You also agree to give Us any additional information BCC reasonably requests.
- f) All electronic Communications that BCC makes available including Statements will be deemed to be received on the day that BCC send the notification by e-mail or post the Communication online even if You do not access the Communication on that day.
- g) If BCC have been unable to deliver any Communication for reasons that are attributable to You or a Communication has been returned after attempting to deliver it via an address or telephone number previously advised to Us, BCC will consider You to be in material breach of this Agreement and may stop attempting to send Communications to You until BCC receive accurate contact information. Our action or inaction does not limit your obligations under this Agreement. All deliveries to the address most recently stated to Us are considered to have been delivered to You.
- h) You agree that Your Company may provide BCC with your contact details including your telephone number(s), e-mail and home address.

19. YOUR REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

In relation to all E-Pay and/or Travel Key Cards, You represent, warrant and undertake that

- (i) You will use the Accounts only for your business purposes and will instruct Account Users to do so.
- (ii) the payments are and shall be directly charged to your company's account.

20. MANAGEMENT INFORMATION REPORTS

On request, BCC may provide additional management information reports relating to Charges. BCC will notify the Company of any fees payable for such information when BCC receives the request. Starting the service will be deemed to include acceptance of such fees.

Management information reports may include personal data. You acknowledge that this reporting is a purpose for which You and BCC are joint controllers. You represent and warrant to Us that you have provided and ensure to provide for a legitimate basis for Us to produce any reports and to provide them to You and that You have taken and ensure to take any additional measures required by any applicable data protection law, which may include transparency in addition to our Privacy Policy.

Fees in relation to management reporting are governed by the rules on Fees and Charges.

21. COMPLAINTS AND PROBLEMS WITH GOODS AND SERVICES PURCHASED

- a) Unless required by applicable law, BCC is not responsible for goods or services purchased with a Card. You must resolve disputes relating to goods and/or services charged to an Account directly with the Merchant. If you have a complaint or problem with a Merchant or any goods or services charged to your Account, You and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) must still pay all Charges on your Account and settle the dispute directly with the Merchant.
- b) If You have any complaints about your Account or the service you have received from Us, please contact our Customer Service Department in writing (see Our website).

22. LOST/STOLEN CARDS, INCORRECTLY EXECUTED TRANSACTIONS AND MISUSE OF YOUR ACCOUNT

- a) Loss or theft, in the sense of the present general conditions, denotes any dispossession of the Card or disclosure of the PIN code. Misuse in the sense of the present general conditions denotes any use of the Card, the PIN code and/or the Card data by a third party.
- b) As soon as You become aware of the loss, theft or misappropriation of the Card and/ or the disclosure of the PIN code, You must inform Us immediately by contacting our Customer Service.
Please be aware that this number might change in the future. You find on BCC website the most up to date information and phone number.

The telephone call will be recorded by an automated system, and the recorded information will be used as evidence in the case of dispute. BCC shall provide You with the means to prove, for 18 months after notification, that You made such notification.

You should also report the loss or theft of Your Card to the competent authorities within 24 hours and send evidence of this to the Issuer if requested. You also undertake to communicate to Us any information required for its investigations.
- c) In the case of theft, loss or misappropriation of the Card, your responsibility is limited to 50 Euro for non-authorized transactions made before notification. However, You shall bear all the losses relating to any unauthorised payment transactions if You incurred them by acting fraudulently or by failing to fulfill one or more of Your contractual or legal obligations or gross negligence. In such cases, the maximum amount of 50 Euro shall not apply.
- d) After notification or if the loss, theft or misappropriation of the Card was not detectable to You prior to a transaction, you are no longer responsible for the consequences related to the loss, theft or misappropriation of the Card, unless You are guilty of gross negligence or fraud.
- e) The non-compliance with the present Agreement is considered by Us to be gross negligence without prejudice to the judgment of courts and tribunals.

23. REFUNDS FOR AUTHORISED TRANSACTIONS

- a) This section only applies to Charges at Merchants in the European Economic Area.
- b) You can request a refund for a Charge if at the time that You agreed to the Charge, You did not know the exact amount of the transaction and the amount which appears on your Statement is greater than the amount You reasonably expected.
- c) You must submit your request for a refund within eight (8) weeks from the Statement date on which the Charge applies.
- d) BCC will investigate your request for such a refund, taking into consideration your recent spending behaviour and all relevant circumstances related to the Charge. You must give BCC all the information BCC reasonably requires about the circumstances of the Charge and BCC may give this information to other companies or people investigating the matter (subject to the Privacy Policy).
- e) BCC will within ten (10) business days of Us receiving from You complete information and documentation about your dispute including information BCC may require confirming that your dispute relates to a Charge falling within this section, either provide a refund or an explanation for our refusal to do so. BCC reserves the right to adjust your Account accordingly.

24. LIMITATION OF OUR LIABILITY

- a) Nothing in this Agreement shall limit or exclude any liability of any party:
- (i) for death or personal injury caused by the negligence of a party or its employees, agents or subcontractors;
 - (ii) for any fraud or fraudulent misrepresentation; and
 - (iii) to the extent such limitation or exclusion is not permitted by applicable law.
- b) Subject to (a) above, BCC will not be responsible or liable to You or any third party for any loss or damage arising, whether in contract, tort (including negligence) or otherwise in relation to:
- (i) delay or failure by a Merchant, to accept a Card, the imposition by a Merchant of conditions on the use of the Card or the manner of a Merchant's acceptance or non-acceptance of the Card;
 - (ii) goods and/or services purchased with the Card or their delivery or non-delivery;
 - (iii) failure to carry out our obligations under this Agreement if that failure is caused by a third party or because of an event outside our reasonable control, including but not limited to, a systems failure, data processing failure, industrial dispute or other action outside our control;
 - or
 - (iv) the accuracy, completeness or sufficiency for tax and legal compliance purposes of VAT related data supplied by Merchants which BCC may make available to You in relation to Charges. (BCC does, however, warrant that such VAT related data BCC makes available to You is as supplied by the Merchant to Us).
- c) Subject to (a) above, BCC will not be responsible or liable to You or any third party under any circumstances for any:
- (i) loss of profit, interest, goodwill, business opportunity, business, revenue or anticipated savings;
 - (ii) losses related to damage to the reputation of any member of Your Company, howsoever caused; or
 - (iii) any indirect, special, punitive or consequential losses or damages, even if such losses were foreseeable and notwithstanding that a party had been advised of the possibility that such losses were in the contemplation of the other party or any third party.

25. CHANGES

- a) BCC may change any terms of this Agreement including any fees and charges applicable to any Accounts and introduce new fees and charges from time to time as the case may be for services previously not charged (separately).
- b) BCC may change the Card terms in accordance with its terms and we will notify You accordingly. You shall remain liable for all Charges notwithstanding such changes in accordance with the "Liability of Charges" section.
- c) BCC will give You at least two (2) months prior notice of any change. You will be deemed to have accepted any changes notified to You if You continue to use any Card or Account to which the changes relate. If You do not accept any changes to this Agreement, You can terminate your Account and at no cost before the date on which the changes will take effect.
- d) Fees and charges can be introduced or changed by inclusion in Specific Terms with Your Company and/or the Price Grid. This also applies to any specific agreements or deviations Your Company and BCC may have agreed upon, unless BCC explicitly and in writing acknowledges maintenance of such prior specific agreements or deviations to Your Company. In derogation of the above two (2) months prior notice, such an introduction or change can be installed.
- with immediate effect in case of the introduction of a new service or of a material change – since the last introduction or change – in the regulation, the market, or the market conditions (incl. the mid-term lending rate determined by the ECB);
 - with effect as of the start of the quarter (1 January, 1 April, 1 July, 1 October) in case of an indexation (rounded up) which adjusts the fees and charges upward since the introduction or the last change to a certain price element linked to the highest of the following Belgian indices: the consumer price index, the health index or the average industry reference salary cost.
- e) The following are explicitly not considered changes to this Agreement and can be performed at any time, without prior notice, and as the case may be without active communication (e.g. by mere publication on Our website):
- Changes that – for reason of clarity – insert, replace or delete provisions to align them with mandatory, prevailing provisions of applicable law;
 - Changes to Our contact details or those that work on our behalf
 - Correction of language (e.g. typo, punctuation, ...)
 - Changes to lay-out (e.g. numbering, formatting, ...)
- f) You will be liable for all Charges (including fees and late payment fees) up to the date your account is closed.

26. SUSPENSION

- a) BCC may immediately stop or suspend You from using any Card, or Account, and suspend the services linked to a Card, on reasonable grounds related to:
- (i) the security of the Card or Account;
 - (ii) if BCC suspects unauthorised and/or fraudulent use based on, for example, a finding of suspicious transactions upon analysis of transaction data and loss events or in the event credit institutions or the police inform Us of fraud cases or data breaches at third parties which may have compromised Account data or there is information that data has been tapped; or
 - (iii) a significantly increased risk that You and/or Your Company (as applicable) may not be able to pay Us any amounts due under this Agreement in full and on time.

In these cases, BCC may notify You before BCC stops or suspends use or immediately afterwards. BCC will, where possible, tell You the reasons for our decision. Please refer to the "Communications with You" section of this Agreement for details.

- b) For the avoidance of doubt, the Agreement will continue in effect notwithstanding the suspension of any Card or Account, and subject to the "Liability for Charges" section of this Agreement. You and/or Your Company will be responsible for all Charges as set out in this Agreement and for complying with the Terms and Conditions of this Agreement.
- c) BCC will remove the suspension on the Card or Account when the reasons for the suspension have ceased to exist.

27. DEFAULT

- a) BCC may treat your Account as being in default at any time in the event that You and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) fail to comply with the obligations under this Agreement or our Agreement with Your Company such as a failure to make any payment when it is due or if any form of payment is returned or not honoured in full.
- b) BCC may also consider your Account to be in default at any time if any statement made by You and/or Your Company to Us in connection with your Account was false or misleading, You and/or Your Company breach any other agreement that You and/or Your Company may have with Us or with any of our Affiliates, or if bankruptcy or other creditor proceedings are threatened or initiated against You and/or Your Company or BCC has any reason to believe that You and/or Your Company may not be creditworthy.
- c) The inclusion of previously billed minimum payments and/or any portion of dishonoured payments shown on a Statement will not constitute a waiver by Us of any default.
- d) In the event of any default, You and/or Your Company (dependent on which liability structure is chosen for the Account, please see the "Liability for Charges" section of this Agreement) will also be responsible for all reasonable costs incurred by Us or our agents including collection, collection agency and legal adviser fees and costs, in recovering any amounts unpaid and in protecting ourselves from any harm BCC may suffer as a result of the default.

28. TRANSFER OF CLAIMS

- a) Although BCC may have no obligation to do so, if BCC credits an Account in relation to a claim against a third party such as a Merchant, You shall automatically be deemed to have assigned and transferred to BCC any related rights and claims (excluding tort claims) that You have, had or may have against any third party for an amount equal to the amount BCC credited to the Account. You hereby give consent in advance to such assignment, without any further notification being required.
- b) After BCC credits such Account, You may not pursue any claim against or reimbursement from any third party for the amount that BCC credited to the Account.
- c) You must provide all reasonable assistance to BCC if BCC decides to pursue a third party for the amount credited. This includes, without limitation, signing any documents and providing any information that BCC may require. Crediting the Account on any occasion does not obligate Us to do so again.

- d) Any sum BCC could offer to pay to be accepted in full and final settlement of any claim that You might have against Us is made as a gesture of goodwill and without any admission of liability on behalf of ourselves.

29. YOU MAY CLOSE YOUR ACCOUNT

You or Your Company on your behalf may end this Agreement at any time giving BCC two (2) months written notice. If You do not wish to be bound by these Terms, please destroy or return the Card to BCC and inform BCC that You wish to cancel the Card.

The employee commits to the Company that he will immediately inform BCC of his departure from the Company.

When termination announced by the Company comes into force, employees must ensure that Cards are returned to the Company immediately or are destroyed by cutting the magnetic strip and chip or are rendered useless by other means.

30. BCC MAY CLOSE YOUR ACCOUNT OR CANCEL ANY CARD

- a) BCC can end this Agreement or cancel any or all Cards by giving You two (2) months written notice. BCC can end this Agreement immediately if You have broken this Agreement or if your employment with Your Company is terminated or a decision is taken to terminate your employment or if You have been transferred to a country where We do not have the appropriate authorisations to provide payment services. If BCC take such action, You and/or Your Company (dependent on which liability structure is chosen for the Account, see the "Liability for Charges" section of this Agreement) will still be obligated to pay all amounts owing on your Account.
- b) This Agreement will end immediately and automatically upon termination of the agreement between Your Company and Us pursuant to which this Agreement has been entered into. BCC shall not be responsible for notifying You of the termination of the agreement between Your Company and Us. It is Your Company's duty to inform You of termination of the agreement entered into between Your Company and Us.

31. CONSEQUENCES OF ANY TERMINATION

- a) If this Agreement ends for any reason, You and/or Your Company (dependent on which liability structure is chosen for the Account, see the "Liability for Charges" section) must pay all money You owe Us immediately, including unbilled Charges that may not be shown on your last Statement. BCC will only close your Account when You and/or Your Company have paid off all amounts You owe BCC.
- b) You and/or Your Company (dependent on which liability structure is chosen for the Account, see the "Liability for Charges" section of this Agreement) will continue to be responsible for all Charges made using your Account until You and/or Your Company (as applicable) has paid off all amounts You and/or Your Company (as applicable) owe BCC and your Account is no longer used.

32. SET OFF

Where You are under any obligation to BCC or any of Our Affiliates under a separate agreement, BCC will be entitled to set off an amount equal to the amount of such obligation against amounts owed by BCC to You under this Agreement.

33. NO WAIVER OF OUR RIGHTS

If BCC fails to exercise any of Our rights under this Agreement, this will not be a waiver of Our rights and will not prevent Us from exercising them later.

34. ASSIGNMENT

- a) BCC may assign, transfer, sub-contract or sell Our rights, benefits or obligations under this Agreement at any time to any of Our Affiliates or to an unaffiliated third party (a "Transfer") and You consent to this without Us having to notify You. You shall cooperate in the execution of a Transfer upon written request by Us.
- b) You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any charges in this Agreement, without Our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

35. SEVERABILITY

If any term or condition of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be amended or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.

36. GOVERNING LAW AND JURISDICTION

- a) This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement shall be governed by and construed in accordance with Belgian law.
- b) The Courts of Brussels, Belgium will have exclusive jurisdiction over all disputes arising out of or in relation to this Agreement and each party waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it. For the avoidance of doubt, where You have liability under this Agreement, BCC may conduct collection proceedings in any jurisdiction in which You may be present or resident.

37. TAXES, DUTIES AND EXCHANGE CONTROL

- a) You are responsible for ensuring compliance with all exchange control regulations and other applicable laws and regulations if they apply to any use of a Card or Account or any transactions between BCC and the Company or the cardholder/user.
- b) You must pay any government tax, duty or other amount imposed by applicable law in respect of any Charge or use of any Card or Account.

38. DATA PROTECTION

- a) You agree to Us processing the data on You, your Program Administrators, your Account Users and - as the case may be - any other related (legal) persons (the Data Subjects) for the purposes and in the way presented to You and/or them in this Agreement or any specific (privacy) statement.
- b) You acknowledge that:
- (i) You are in principle the controller of the data You provide to Us via your Program Administrators, your Account Users, or otherwise, which entails amongst others that :
 - (ii) You have to ensure that the transmission of data to Us by You complies with all applicable laws, especially data protection laws in the EU, that You – in combination with the information BCC provides directly to the Data Subjects, have properly informed the Data Subjects to allow Us to process the data as stated herein, and that You are entitled to such transmission and that we by consequence do not need to take further steps to ensure the legitimacy of the processing as described herein,
 - (iii) You can only use the reports You receive from Us in accordance with all applicable laws, especially data protection laws in the EU;
 - (iv) We are in principle the controller of that data for the purposes We defined and presented to You and/or the other Data Subjects via this Agreement or any specific (privacy) statement;
 - (v) We by no means are the controller of the data You provide - as the case may be via Us - to the Travel Agencies and Travel Service Providers;
 - (vi) You are aware that the data (in part) is to leave the EU and thus will be processed also by Us or on our behalf – in countries in which data protection legislation is not as comprehensive as in the EU (e.g. the USA or India).

- c) We undertake that we have taken and will always take appropriate steps to ensure the processing of personal data will have the same protection as such data would have within the EU.
- d) The data will be used by Us for the execution of our Agreement(s), any legal requirements and any related purposes, such as but not limited to, disclosure of (personal) data to the extent necessary:
 - (i) to operate the respective E-Pay Cards and to follow up on the contractual requests by You, to computerised reservation systems, to suppliers of goods and/ or services, to our Affiliates (and their appointed representatives);
 - (ii) to permit the invoicing of and payment for the respective E-Pay Cards, to your bank or other payment service providers or payment systems selected by You;
 - (iii) develop reports that may enable You to maintain effective procurement policies, travel policies and procedures;
 - (iv) risk management, including credit risk management, anti-money laundering and embargo screening, fraud detection and redress, cyber-attack monitoring, (forensic) auditing, dispute resolution, etc. We may delegate certain of the aforementioned tasks to our carefully selected service providers.
 - (v) in principle on an impersonal or aggregate level – i.e. without link to any individual – for the measuring, monitoring, and improvement of our services, e.g. A/B testing, user behavior analysis, preference management (via cookies).

39. PRIVACY POLICY

The most recent version of the privacy statement can be found on our website www.bcc-corporate.be.

R.E. : BCC Corporate, Keizerinlaan 66
Boulevard de l'Impératrice,
B-1000 Brussels.