

*SPECIAL TERMS AND CONDITIONS OF THE DEBIT
CARD SERVICE*



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INTRODUCTION

In addition to the application of the General Terms and Conditions, these special terms and conditions (the **Debit Card Special Terms and Conditions**) govern the specific rights, obligations and responsibilities arising from the use of the Services linked to the debit Card, both for the holder of the debit Card and the holder of the account to which the Card is linked, as for MeDirect Bank SA.

In case of contradiction with the General Terms and Conditions, these Debit Card Special Terms and Conditions prevail over the General Terms and Conditions.

All terms and conditions are always available free of charge in French, Dutch and English at www.medirect.be.

I. DEFINITIONS

Account	The current account to which the Physical Card or the Virtual Card is linked.
Accountholder	The Client who is the (co-)holder of the Account.
ATM	An external automated device allowing, among others, for withdrawal of banknotes.
Card	A Physical Card or a Virtual Card.
Cardholder	The Client in whose name the Bank issued the Card and is the Accountholder.
Mastercard	Mastercard Europe SA, with registered office at Chaussée de Tervueren 198A, 1410 Waterloo, Belgium, which manages the Mastercard® brand.
Payee	Any person that is the intended recipient of the funds.
Payment Account	Any current Account used to process a Payment Order.
Payment Transaction	Means the transaction initiated by the Payer to transfer funds electronically or to withdraw funds from an ATM.
Physical Card	The physical Mastercard® debit Card with a magnetic strip fitted with a chip provided by the Bank to the Client upon initial request and renewed periodically.
PIN	The secret code set up by the Client when requesting his Physical Card, enabling the Physical Card to be used at terminals provided for that purpose.
Virtual Card	A virtual debit Card, which is only available for online payments.

II. ORDERING A CARD

(§ 1) The Client, or in exceptional circumstances his proxyholder (to be pre-approved in writing by the Bank on a case-by-case basis), can request the Bank to issue a Card. The Bank has the right to refuse to issue the Card without having to justify its decision. The Bank will never send a Card at its own initiative to the Client, unless it is

a renewal or a replacement of an existing Card. The Card expires on the final day at midnight of the month and year of the expiry date shown on the Card. Once the Cardholder receives a new Physical Card, he must make his previous Physical Card unusable, for example by cutting it in half.

(§ 2) A request for a Card can be made on the Dedicated website of the Bank or in the Banking app. When requesting a Physical Card, the Client will be prompted to create a four number PIN. The Client must choose a PIN that cannot easily be guessed by third parties (e.g. not year of birth, the first four digits of your phone number, ...). Card applications must be confirmed using the ESignature application. The Card is only delivered if the Client who will become the Cardholder is also the holder of the Account. The signing of the request to be granted the Card and Services which can be linked to it implies acceptance of the Debit Card Special Terms and Conditions.

(§ 3) The Physical Card will be sent to the Cardholder via postal mail. He will be informed on the Dedicated website or in the Banking app of the date of mailing and the expected date of arrival. As from the postal mailing date, the Cardholder has 30 days to report its non-receipt to the Bank either via online channels or by calling the Bank (phone number +32 (0)2 887 20 05). Once the Cardholder receives the Card, he is responsible and liable for the use thereof in accordance with the Debit Card Special Terms and Conditions.

(§ 4) The Card remains the property of the Bank at all times.

III. PIN

The PIN is strictly personal and may not be communicated to any third party or put in writing in any form. The Cardholder must comply with the Bank's recommendations regarding duty of care and prudence and the Debit Card Special Terms and Conditions. The Bank cannot be held liable in case the Cardholder does not comply with these recommendations and the Debit Card Special Terms and Conditions. The Bank will never send the PIN via postal mail to the Cardholder. The Client can always check his PIN either on the Dedicated website of the Bank or in the Banking app. The PIN cannot be changed.

IV. DESCRIPTION AND USE OF THE SERVICES LINKED TO THE CARD

(§ 1) The use of the Card is strictly limited to the purposes described hereafter. The use of the Card for any other purpose is strictly prohibited and the Bank cannot be held liable for any loss or damage whatsoever that may ensue from such prohibited use.

(§ 2) Cardholders may use their Physical Card to withdraw banknotes at ATMs bearing the Mastercard logo. These withdrawals are debited from the Account either immediately or after a short delay.

(§ 3) Cardholders may use their Physical Card to make Payment Transactions at points of sale using terminals bearing the Mastercard logo. To carry out these Payment Transactions, the Cardholder must insert the Physical Card in the terminal and enter his PIN. Additional conditions may apply, and the use of the Physical Card may be

restricted, for example for security reasons. The Payment Transaction is debited immediately from the Account (or after a short delay).

(§ 4) The Physical Card allows for contactless Payment Transactions with compatible terminals. The contactless payment feature is automatically activated after the Cardholder has used his Physical Card to make a first Payment Transaction using his PIN or to withdraw banknotes using his PIN. For payments smaller than 50 euros, the Payment Transaction can be done without PIN. A total limit of 100 euros for multiple consecutive transactions without a PIN applies. This limit is reset once a Payment Transaction with PIN or a withdrawal is performed with the Physical Card. The Cardholder will then again be able to carry out Payment Transactions without a PIN.

(§ 5) The Cardholder may use the Card to make online purchases. To carry out the online Payment Transaction, the Cardholder will be prompted to use the Bank's Dedicated website or the Banking app to confirm the Payment Transaction. The Virtual Card can only be used to make such online purchases. **The Cardholder may deactivate online purchases on the Dedicated website or the Banking app.**

V. APPLICABLE LIMITS

(§ 1) Payment Transactions and withdrawals are allowed up to the available balance on the Account and within the limits per Payment Transaction, per day and per month. **The Cardholder can perform Payment Transactions online or at points of sale or withdraw money at ATMs according to the following limits:**

		Limit	
		Per day	Per week
Online or point of sale	default	2 500 €	2 500€
	maximum	5 000 €	10 000 €
ATM withdrawal	default	650 €	2 500 €
	maximum	1 000 €	3 000 €

The Cardholder can adapt these limits on the Bank's Dedicated website or the Banking app.

In case of Payment Transactions effectively performed outside of Belgium, limits set by local network managers may apply.

(§ 2) When one of the limits is reached, or when the available balance on the Account is insufficient, the Bank will not authorise the Payment Transaction. The Cardholder will be notified immediately by a message displayed on the payment terminal or ATM.

(§ 3) The Cardholder can use his Card in Europe. The Cardholder can indicate supplementary geographical regions for the use of his Card on the Bank's Dedicated website or the Banking app. These geographical regions are indicated on the Bank's website.

VI. CHARGES AND FEES

All charges or fees linked to the Card and to the Services linked to the Card, as the case may be, are stated in the MeDirect Tariff Guide, a copy of which is available on the Bank's website. The Cardholder/Accountholder authorises the Bank to debit from the Account any such contractual charges or fees. Where applicable, the Bank could apply and debit specific charges or fees when the Card is requested for the first time

VII. VALID AND IRREVOCABLE PAYMENT TRANSACTION

The PIN has the same probative value as the Client's handwritten signature and is an equivalent thereof. When the Cardholder enters his PIN, he is deemed to have validly and irrevocably given his consent to the Payment Transaction. The Cardholder cannot revoke or cancel the Payment Transaction initiated by using the Card and validly carrying out the authentication procedure required by the Bank to confirm a Payment Transaction.

VIII. (NON-)EXECUTION OF TRANSACTIONS AND FRAUD PREVENTION

(§ 1) The Bank reserves the right to freeze the Client's card(s), or to refuse to process, in whole or in part, his transactions if required by law, a court decision or by the supervisory authority, or any other objective reason, particularly in the event of suspected use of the Bank's Services to execute or facilitate fraudulent or illegal operations, for example relating to suspected money laundering.

(§ 2) The Bank reserves the right to systematically deny any and all transactions to counterparties identified by the Bank as likely to facilitate fraudulent or illegal activities.

(§ 3) The Bank shall not be held liable for processing a transaction that it is not obliged to process by virtue of the present article. In particular, if the balance of the Client's Account is not sufficient to cover the amount of the transaction, increased with the costs, and fees or expenses incurred, the Client shall pay the negative balance of his Account and the Bank may exercise all its rights in this respect, in particular its right of set-off against other Accounts of the Client.

IX. OBLIGATIONS AND LIABILITIES OF THE CARDHOLDER/ACCOUNTHOLDER

(§ 1) The Cardholder:

- will use the Card in accordance with the Debit Card Special Terms and Conditions;
- will inform the Bank (phone number +32 (0)2 887 20 04, available 24/7) as soon as he becomes aware of the loss, theft, misuse or unauthorised use of his Card, immediately file a complaint with the Police and provide the Bank with a copy of the complaint filed with the Police as soon as he receives

- it. Outside of office hours, calls can be diverted to a third party handling the calls on behalf of the Bank. There is no additional cost charged to the Client for such call diversions to this third party
- will take all reasonable measures to keep the Card and personal security details safe, for example by not allowing any third party (including his spouse, family members or friends) access to his PIN and/or use of the Card, to refrain from writing down his PIN in any form whatsoever or disclose the PIN orally;
 - will not leave the Card unattended in any place effectively open to the public or in a vehicle – even if it is locked;
 - will choose a secure PIN that cannot easily be guessed by third parties;
 - will not give the Card to third parties (including his spouse, family members or friends) or allow them to use it;
 - will use the Card only under conditions that are sufficiently safe, whereby the secrecy of the PIN is safeguarded;
 - will not bend the Physical Card, bring it near a magnetic field, expose it to extreme physical conditions or damage it in any other way whatsoever;
 - will notify the Bank immediately in writing of any change of address;
 - will notify the Bank as soon as he becomes aware of any error or irregularity noticed in his statements, including unauthorised Payment Transactions;
 - will replace the Card change his PIN immediately if its secrecy is (likely to be) compromised;
 - will destroy the old Physical Card when replaced by a new Physical Card.

The Cardholder agrees that the Bank will record his phone call and will use these recordings for training purposes and in the context of administering the proof.

(§ 2) When a Cardholder/Accountholder notices, on his Account statements, a Payment Transaction that is either unauthorised (a Payment Transaction is deemed authorised if the client gave his prior consent to the Operation) or incorrectly executed, as well as any error or irregularity on his Account, he must immediately notify the Bank at the latest within thirteen months following the value date of the debit or credit. In the event of an unauthorised Payment Transaction, the Bank will immediately refund the Accountholder, except when there is a presumption of fraud or gross negligence in the hands of the Cardholder, or if the Cardholder has not complied with his obligations in article IX.

(§ 3) Where applicable, the Account that was debited will be restored as if the unauthorised or incorrectly executed Payment Transaction had not taken place. Any other incurred charges or fees will also be refunded. The Bank bears the burden of proof that the Payment Transaction was duly authenticated, recorded and accounted for and that it was not carried out as a result of a technical defect or any other problem.

(§ 4) The Accountholder shall bear the losses of any unauthorised Payment Transaction resulting from the stolen or misappropriated Card up to a maximum of 50 euros, up until the moment he or the Cardholder (if these are

separate individuals, to be pre-approved in writing by the Bank on a case-by-case basis) has notified the Bank in accordance with article IX. However, if these losses result from the Cardholder's or the Accountholder's (if these are separate individuals, to be pre-approved in writing by the Bank on a case-by-case basis) intentional or grossly negligent failure to comply with one or more of their obligations under the Debit Card Special Terms and Conditions, the Accountholder shall bear all losses caused by unauthorised Payment Transactions (in this case, the limit of 50 euros shall not apply) up until the moment he or the Cardholder has notified the Bank in accordance with article IX.

(§ 5) If the Cardholder acted fraudulently or with gross negligence, the Accountholder shall bear all losses resulting from an unauthorised Payment Transaction carried out both before and after the notification referred to in article IX (notwithstanding the Bank's obligation to take all necessary measures to prevent the use of the Card).

(§ 6) Gross negligence includes among others, but not limited to:

- the Cardholder writing his personal security details (e.g. PIN or any other code) in an easily recognisable form and particularly on the Card or on an object or document kept or carried by the Cardholder with his Card;
- the Cardholder not notifying the Bank of the loss (including the Card being "swallowed" by an ATM) or theft of the Card as soon as he became aware of it.

Depending on circumstances, other incidents could also qualify as gross negligence irrespective of whether they result from the Cardholder not complying with his obligations under the Debit Card Special Terms and Conditions.

(§ 7) As an exception to the above rules, the Accountholder shall not bear any losses in the following cases, unless the Cardholder/Accountholder acted fraudulently or with gross negligence:

- the loss, theft or misappropriation of the Card could not be detected by the Cardholder prior to the Payment Transaction;
- the loss is due to acts or omissions of an employee of the Bank or of a subcontractor;
- when the Payment Transaction did not require the use of a strong user authentication (in particular the use of a PIN), unless the Cardholder/Accountholder acted fraudulently.

X. OBLIGATIONS OF THE BANK

The Bank must meet the following obligations:

- it must ensure that the personal security details of the Card do not become accessible to parties other than the Cardholder authorised to use the Card;
- it must refrain from sending out an unsolicited Card, except where a Card that has already been issued to the Cardholder must be replaced or renewed;

- it must make sure that the Cardholder can always make the notifications described in article IX, by providing the appropriate means to do so;
- It must ensure that the Cardholder can ask for the blocked Card to be released, which the Bank will effectively do so after having checked that all the conditions to unblock are met;
- it must be able to provide the Cardholder, if he requests so and for 18 months as from the notification described in article IX, proof of the given notification;
- it must prevent the Card from being used once the notification described in article IX has been given;
- it bears the risk associated with sending the Card to the Cardholder or any other means that enable him to use it and in particular any personalised security details;
- it maintains internal transactions registers for a period of at least 10 years from the time the transactions were carried out.

XI. REFUND OF AUTHORISED PAYMENT TRANSACTIONS

(§ 1) Subject to the conditions below, the Accountholder is entitled to the refund of an authorised Payment Transaction initiated by or via the beneficiary of the Payment Transaction:

- the authorisation did not indicate the exact amount of the Payment Transaction when it was given; and
- the amount of the Payment Transaction exceeds the amount that the Cardholder/Accountholder might reasonably have expected, in view of his past spending pattern, the conditions set under the contract and the circumstances relating to the matter. However, this condition does not apply if the Cardholder/Accountholder merely invokes foreign exchange rates or fees, while the notified reference exchange rate or fee was applied.

The Cardholder/Accountholder must provide the Bank with the factual elements supporting this right to refund.

(§ 2) The refund covers the total amount of the Payment Transaction carried out. The Cardholder/Accountholder may request refunds for such an authorised Payment Transaction during a period of eight weeks as from the date on which the amount was debited. The Bank will either refund the total Payment Transaction or justify its refusal within ten working days following receipt of a refund request. In case of refusal, the Client can file a complaint in accordance with article I.20.1. of the General Terms and Conditions.

XII. RECORDKEEPING

In addition to what is specified in article II.6, §11 of the General Terms and Conditions, the Bank will keep electronic records of Payment Transactions carried out using the Card for 10 years from the time these Payment Transactions are carried out. For certain Payment Transactions, the ATM should in principle issue a receipt stating the details entered by the Cardholder, if he requests so. This receipt records the Payment Transaction that the Cardholder entered at that particular ATM.

XIII. WITHDRAWAL OR FREEZING OF THE CARD AND CANCELLATION OF THE SERVICES ASSOCIATED WITH IT

(§ 1) The Cardholder may, at any time and without charge, cancel the Card with immediate effect or by giving a notice period of max 1 month. In such case, he must destroy the Physical Card and inform the Bank accordingly. Payment Transaction authorised before the cancellation of the Card but not yet fully executed at the time of cancellation may still be processed and debited from the Account.

(§ 2) The Bank may decide to suspend or terminate the use of the Card, or all or part of the Services linked to it at any time. The Bank does so by giving a notice of two months. The Bank may block the Card for objectively justified reasons relating to the security of the Card (e.g. three successive incorrect attempts to enter the PIN, report of the loss, theft or unlawful use of the Card, forgetting the Physical Card at a terminal) or the presumption of unauthorised or fraudulent use of the Card (e.g. the Card is used without complying with the Debit Card Special Terms and Conditions or the Bank's other requirements) or when the Card has a defect. The Bank will notify the Cardholder that the Card has been blocked, if possible before the Card is blocked and at the latest as soon as possible afterwards.

(§ 3) If it is not possible for objectively justified security reasons, or if such information is not legally permitted, the Bank will refrain from providing the information referred to in paragraph 1. The Bank will unfreeze the Card or replace it as soon as there are no longer any reasons to block it.

XIV. VALIDITY OF THE CARD

For security reasons, the Card is only valid for a limited period. The Bank reserves the right to shorten or prolong the Card's validity or to replace the Card with a new one should it so require pursuant to technical reasons.

XV. AMENDMENTS TO THE DEBIT CARD SPECIAL TERMS AND CONDITIONS

(§ 1) The Bank may amend or complete at its own discretion the Debit Card Special Terms and Conditions by sending a Notification to the Client. Such changes will come into force on a date to be specified in the Notification and the effective date will be at least two (2) months after the date on which the Notification is sent, unless the change(s) is/are technical, editorial or formal, is/are required by or related to an update of the law or regulation or do not prejudice the rights of the Client, in which case the effective date may be earlier.

(§ 2) If the Client does not inform the Bank that he does not accept the amendments to the Debit Card Special Terms and Conditions before they come into force, he shall be deemed to have accepted them. Clients who do not



accept the new Debit Card Special Terms and Conditions before they come into force may terminate the Services linked to the Card immediately and without charge. The Bank shall terminate the Services linked to the Card with any Client who does not accept the amended Debit Card Special Terms and Conditions.