

## Article 1 - Definitions

- The card = unique term given to the debit card issued by Keytrade Bank
- The Bank = Keytrade Bank S.A., bd.du Souverain, 1170 Brussels, card issuer
- Banksys = Banksys S.A., 1142, ch.de Haecht, 1130 Brussels, the company that manages both transactions on the Bancontact/Mister Cash and Maestro network and Proton transactions.
- Europay International = Europay S.A., ch.de Tervuren, 1410 Waterloo, company that manages the network of ATMs and electronic payment terminals located abroad that form part of the Maestro network
- The Bank site = [www.keytradebank.com](http://www.keytradebank.com)
- Account holder = the holder of a current account at Keytrade Bank to which the card is linked
- Cardholder = the person in whose name the card was issued
- The bearer = the person holding a card with the Proton function. He may be either the account holder or a person to whom the account holder has given a card with the Proton function.

## Article 2 - Card Functionality

The card may only be used electronically.

## Article 3 - Obtaining the card

The card is sent to the cardholder at the address that he has given the Bank. The cardholder will receive a receipt form along with the card. The cardholder must return the receipt to the Bank (by normal mail or e-mail) for the card to be activated. The Bank reserves the right to block use of the card if it has not received the receipt.

## Article 4 - Card-related services

The cardholder will receive a sealed letter, by separate mail, containing the PIN that facilitates card use and is also the electronic signature of the card. This electronic signature is equivalent to a signature for legal purposes.

The PIN is strictly personal and non-transferable and may only be used with the card to which it is linked. It may be changed at any Bancontact/Mister Cash ATM. If the cardholder forgets his code, he may request, in writing, generation of a new one. The charges for a new PIN shall be borne exclusively by the cardholder.

The cardholder may conduct all normal banking operations on the current account for which he is the account holder or representative using the PIN. If the card has a Bancontact/Mister Cash function, the cardholder may:

- carry out all transactions available from Bancontact/Mister Cash ATMs;
- make purchases in stores in Belgium with a Bancontact/Mister Cash terminal or other compatible network. Payment takes the form of an electronic transfer, and the amount is automatically deducted from the account to which the card is linked.

The PIN or manual signature allows the cardholder to:

- carry out all transactions allowed by ATMs abroad managed by Europay International. This service may be accessed using the PIN. Whenever cash is withdrawn, the account to which the card is linked is debited immediately or after a slight delay;
- make purchases in stores equipped with a Maestro payment terminal. Access to this service is possible via the PIN or by manual signature of a payment slip, depending on the shopkeeper's terminal.

Payment is by electronic transfer and the amount is deducted from the account to which the card is linked immediately or after a slight delay.

A limit is placed on transactions made at ATMs and terminals of Bancontact/Mister Cash (in Belgium) and Maestro (abroad). This is limited, on the one hand, to the funds available in the account, and, on the other hand, to a maximum per transaction set by mutual agreement between account holder and Bank. The local network manager may also set limits on transactions abroad.

If the card has the Proton electronic purse function, the cardholder may:

- make purchases in Belgium up to the limit of his Proton balance;
- use the PIN linked to the card to reload the electronic purse up to its maximum limit from Bancontact/Mister Cash ATMs, Proton terminals and public or private telephones with this facility. On loading the card, the amount is credited to the electronic purse and debited from the account to which the card is linked;
- look up the Proton balance from Bancontact/Mister ATMS and Proton terminals.

The electronic purse can be used to make payments for six months after the card has expired. However, it is not possible to re-load the card once this period has elapsed. If a card with the Proton function is replaced before its expiry date, the cardholder has six months to use the balance in the electronic purse.

As long as the function is valid, the positive balance in the electronic purse may be refunded by simply requesting that the amount be credited to the account to which the card is linked. It will take at least five weeks to process this request.

## Article 5 - Transaction limits

There are the following limits on withdrawals from Bancontact/Mister Cash ATMs:

- maximum amount per card per day (midnight to midnight): EUR 510;
- maximum amount per card over a 7-day period: EUR 1,260.

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Payments made using Bancontact/Mister Cash and Maestro payment terminals are limited to EUR 2,510 per card over a 7-day period. Total payments and cash withdrawals made using the Bancontact/Mister Cash and Maestro services over a 7-day period cannot exceed EUR 3,760 per account. Proton may not be reloaded with more than EUR 125.

#### **Article 6 - Tariffs**

Information concerning fees, commission for using the card and other charges relating to the card are available on the Bank's web site - [www.keytradebank.com](http://www.keytradebank.com), as well as in the brochure 'Tariffs for the Principal Banking and Stock Exchange Transactions' available at our cashier desks.

#### **Article 7 - Duties**

The cardholder undertakes to:

- 7.1 safeguard his PIN. Infringement of this rule is a material breach relieving both the Bank and Banksys from any liability, except in cases of serious or intentional fault on their part;
  - 7.2 sign his card on the back in the space provided, immediately upon receipt;
  - 7.3 notify Card Stop (070 344 344) immediately if the card is lost or stolen. In the event of dispute, the information recorded during the telephone conversation with Card Stop shall be irrefutable evidence.
- The cardholder must confirm his statement to the Bank in writing within three days.
- 7.4 make a complaint to the competent authorities in case of card theft, and report loss of the card to them;
  - 7.5 when a card with the Proton function is given to a third party, who not only becomes the bearer and but is able to conduct all Proton transactions for which no PIN is required, to inform the third party of the present general conditions and obtain his agreement to them. He shall be liable for the bearer's use of Proton.

The card bearer undertakes:

- 7.6 if he is neither the account nor the cardholder, to make only transactions for which the PIN linked to the card is not required;
- 7.7 to take all reasonable precautions to safeguard Proton;
- 7.8 to notify Card Stop (070 344 344) immediately if the card is lost or stolen. In the event of dispute, the information recorded during the telephone conversation with Card Stop shall be irrefutable evidence. The cardholder must confirm his statement to the Bank in writing within three days;
- 7.9 to be liable for all Proton payment transactions while indemnifying the account holder.

The account holder undertakes:

- 7.10 to notify the Bank immediately of any irregularities in a Maestro transaction in his bank statement and to confirm same in writing within a maximum of fifteen calendar days from the date of the disputed transaction. Thereafter, transactions shall be considered to be irrevocably accepted, unless serious or intentional fault on the part of the Bank or Europay International is proven.
- 7.11 to assume complete liability for any misuse of the card until it has been reported lost or stolen or the possibility of fraudulent practice has been detected. Liability shall, however, be limited, to a maximum of EUR 150 for the total electronic transactions made before the loss or theft is reported, unless the account holder acted fraudulently or negligently and, in particular, if clauses 7.1 and 7.2 have not been complied with. If the cardholder has acted fraudulently or with gross negligence, he must bear all losses arising from unauthorised transactions after he has informed the Bank, notwithstanding the obligation of the latter to do its utmost to block further use of the card.
- 7.12 not to oppose, revoke or contest the validity of any instruction given by means of a manual or electronic signature, entered using the designated keypad on the various devices mentioned in article 4. These transactions shall in addition be subject to all the contractual clauses agreed with the Bank for such types of operation, particularly those relating to debit orders and any orders that may cause negative balances on the accounts used;
- 7.13 when the account holder gives a card with the Proton function to a third party, to inform such third party of the present General Conditions and obtain his agreement to them. He shall be liable for the bearer's use of Proton.

The Bank undertakes:

- 7.14 to take all necessary precautions to prevent fraudulent use of the card as soon as Card Stop is notified of its loss or theft. However, the Bank cannot block use of the Proton balance;
  - 7.15 to accept liability for all funds misappropriated in unauthorised transactions using the card, when these take place after the cardholder has notified Card Stop, in accordance with the above provisions, of loss, theft or the possibility of improper card use;
  - 7.16 in the event of unauthorised transactions made before the loss, theft or risk of improper card use is reported, to bear liability for losses exceeding EUR 150, the latter being payable by the account holder as provided by clause 7.11.
- The Bank cannot be held liable if the cardholder has acted fraudulently or negligently;
- 7.17 to bear liability for direct losses incurred by the cardholder due to a malfunction of the system that is directly attributable to the Bank. However, the Bank cannot be held liable for losses due to a technical failure of the payment system if the cardholder has been notified thereof by a message displayed on the device or in another visible way. In the event of non-execution or incorrect execution of the transaction, the Bank will be liable only for the principal amount debited from the cardholder's account of the, together with the interest due thereon. The Bank's liability shall be limited if the cardholder has accidentally contributed to these losses;

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7.18 to prove, by means of an extract from its internal logs, that a transaction has been properly recorded and posted, and has not been affected by any technical or other kind of system failure, in the event that the cardholder denies that his PIN has been used to carry out a particular transaction or alleges that a particular transaction has not been properly executed. If similar transactions before and after the transaction in question have been properly logged, it shall be deemed that the system was functioning normally when the questionable transaction occurred.

7.19 In the event of Proton dispute, the Bank cannot be called upon to intervene in a dispute between the bearer and a shopkeeper concerning a sale or a service paid for using Proton.

#### **Article 8 - Authorisation**

The cardholder authorises the Bank to:

8.1 debit the account to which the card is linked for charges related to use of the card as described in article 6.

8.2 renew the card, unless otherwise indicated by a registered letter to the Bank three months before the card's expiry date, on the understanding that the Bank is under no obligation to justify its possible refusal to renew the card.

#### **Article 9 - Proof**

Transactions made using the card are automatically recorded on a backup computer system. The Bank, card and account holder recognise the evidential force of the computer system on which data concerning all transactions conducted at ATMs or terminals is logged, and/or the backup computer replacing or complementing it.

Every printed document containing details of transactions conducted at ATMs or payment terminals will constitute proof.

The microprocessor on the card stores the most recent Proton transactions made (between 5 and 10 depending on the type of transaction) at payment and reloading terminals. These may be viewed on Proton terminals. The Bank and the bearer recognise the evidential force of the logs of the microprocessor.

Transactions whereby the electronic purse is loaded are stored in the Bank's computer files.

#### **Article 10 - Issue, return and withdrawal of the card**

##### 10.1 Issue

The Bank will only issue a card with the agreement of the holder of the account to which the card is linked or his representative. This agreement will be recorded explicitly when the receipt mentioned in article 3 is returned to the Bank. The card remains the property of the Bank.

##### 10.2 Return

The cardholder and bearer undertake to return the card to the Bank at the latter's request. An account holder whose representative is also a cardholder makes the same undertaking with regard that card. When the card or account holder hands the card in to the Bank, he will be given a receipt.

##### 10.3 Withdrawal

The Bank reserves the right to block use of or to withdraw the card in the following cases, in particular where:

- the card is faulty;
- the holder forgets to remove his card from a Bancontact/Mister Cash ATM or similar terminal;
- the card has been blocked at the request of account holder, his representative or a third party in writing or by telephone, for example, in the event of loss or theft of the card;
- the Bank decides to terminate use of the card as provided by article 10 of the present Conditions;
- The account(s) of the cardholder or his representative have been frozen or closed.

#### **Article 11 - Restriction and suspension of electronic use of the card**

The Bank, cardholder and account holder may terminate use of the card without giving any notice or justification. They may also block specific transactions on one or more accounts of which the card bearer is the holder or that he is authorised to operate, or to block access to one of the systems' networks. The Bank must receive written notification of any restrictions in or suspension of the electronic use of the card by either the cardholder or his representative. The Bank will endeavour to enforce these restrictions as soon as the letter is received but it cannot be held liable until the end of the second banking day after receipt of the letter. Suspension of the card will take effect only when the Bank has the card in its possession and a receipt has been issued.

Without prejudice to article 1184 of the Civil Code and, save in case of force majeure, the Bank shall, on unilaterally terminating or restricting the card, indemnify the card and account holders against any losses incurred and proven by them. The indemnity is a fixed lump sum per card and is equivalent to the number of months remaining until the card expires, multiplied by one-twelfth of the annual fee.

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#### **Article 12 - Data protection**

Personal data communicated by the account or cardholder:

- when applying for or on receipt of the card;
- when using the card or (re)loading the electronic purse;
- when making any kind of declaration concerning fraudulent use of the card or PIN;
- when making any kind of amendment to the terms of use of the card and PIN;
- or when terminating the present agreement;

is processed by the Bank for the purposes of central management of customers, accounts and payments, granting and management of credit and, where appropriate, to check transactions and prevent irregularities.

Only the personal identification data of the account or cardholder and the type of account or cardholder are further processed for purposes of marketing banking and insurance services and statistics and in order to provide a general overview of the clientele.

Clients are entitled to access to their data and to request correction of erroneous details. They are also entitled, on request, to object, free of charge to their personal data being processed for direct marketing purposes.

For additional information, please consult the clauses concerning the Data Protection set out in the Bank's General Conditions.

#### **Article 13 - Amendment of the general conditions**

The Bank reserves the right to amend the present general conditions at any time.

The client shall be informed of amendments to the general conditions by means of a Notice from the Bank.

The cardholder may obtain the amended general conditions at the Bank's cashiers' desks and from the Internet site.

Save where required by statute or other legislation, the amended general conditions shall take effect thirty calendar days after publication of the Notice.

Without prejudice to the foregoing, it is explicitly agreed that any transaction made by the cardholder after this thirty-day period has elapsed will be governed by the new general conditions that the cardholder be irrefutably presumed to have accepted.

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