

## GENERAL TERMS AND CONDITIONS GOVERNING THE USE OF INSTRUMENTS FOR THE ELECTRONIC TRANSFER OF FUNDS ISSUED BY FORTIS BANK - FUEL CARDS

### I. GENERAL

The services linked to Fuel Cards constitute a payment service and are governed by the General Terms and Conditions of Fortis Bank, sa/nv, with registered office at Montagne du Parc/ Warandeberg 3, B-1000 Brussels, Brussels RPM/RPR, VAT BE 0403.199.702, BFIC accreditation number 25879A, e-mail: [info@fortisbank.com](mailto:info@fortisbank.com). As stipulated in article 1 of the said General Terms and Conditions, the purpose of these Terms and Conditions is to set out the specific conditions which apply to the Fuel Cards.

### II. DEFINITIONS

The following terms are used in the present terms and conditions:

- card: the Fuel Card issued by Fortis Bank
- the holder: the natural or legal person to whom a card has been issued by the Bank
- current account: current account which is linked to the transactions carried out with the card in the context of one or more of the services described in article V
- account holder: the holder, a natural or legal person, of the current account
- code: the personal and confidential digital identification code of the card
- Outside payment terminal: payment terminal located near the pumps outside a service station, which can only be used for paying for fuel with a card;
- CARD STOP : entity appointed by the Bank to receive notification of the loss, theft or risk of card misuse

### III. ISSUE OF THE CARD AND CODE

#### III.1. Signature of the card upon receipt

The holder shall sign the card upon receipt, with indelible ink, on the special strip on the back of the card.

#### III.2. Issue of the code

The code, calculated and printed by computer in accordance with very strict security procedures, is sent to the holder by post or handed to the holder at the branch. The Bank takes the necessary precautions to guarantee the secrecy of the code.

### IV. USE OF THE CARD AND THE CODE

#### IV.1. Basic rule

The use of services at the outside payment terminals (logo Bancontact/Mister Cash) is only possible once the card has been inserted into the machine, identified electronically and the code has been keyed in.

The approval of the terminals will be announced to the holder by any suitable means.

#### IV.2. Keying in wrong codes - Forgotten code

The card will become unusable after three wrong codes have been keyed in successively. If the holder forgets the code, a new code can be requested from the Bank.

The holder can replace the code by a code of his/her choice at an ATM that belongs to the BNP Paribas Fortis network or the Bancontact/Mister Cash network .

### V. DESCRIPTION OF THE SERVICES LINKED TO THE CARD

**V.1.** The card allows the holder to pay for fuel by electronic transfer of funds, by using the network of exterior payment terminals (logo

Bancontact/Mister Cash) installed by Atos Worldline at associated petrol stations, and this in Belgium only.

**V.2.** Three services are available: options A, B and C. Options B and C include the basic service described under option A.

#### Option A

Purchases of fuel made with a Fuel Card are listed on a monthly invoice which Atos Worldline sends to the account holder. This invoice may be used to apply for a refund of VAT, if applicable, as well as for bookkeeping entries. If several cards are linked to the account, Atos Worldline shall also provide the account holder a list containing a series of details concerning fuel purchases made with the cards; these details are given in chronological order for each card.

Atos Worldline also provides the fuel vendors with the required substantiating documents.

Atos Worldline has obtained the required authorisations from the Ministry of Finance, VAT authorities.

The account holder authorises the Bank to send their name, address and VAT number to Atos Worldline in order to enable Atos Worldline to fulfil the requirements of the VAT authorities in this respect.

#### Option B

The holder must enter the mileage of the vehicle used at the time the fuel is purchased. In that case, the account holder shall receive from Atos Worldline every month, in addition to the invoice and list stipulated under Option A, a list containing details of the average fuel consumption for each card linked to the account.

#### Option C

As well as the mileage referred to under Option B, the holder must enter a reference number for the vehicle used at the time the fuel is purchased - this reference number is allocated by the account holder. In that case, the account holder shall receive from Atos Worldline every month, in addition to the invoice and list stipulated under Option A, a list containing details of the average fuel consumption for each vehicle per reference number.

### VI. LIMITS

#### VI.1. Definition

Where this article refers to a maximum or limit "per seven-day period", this concerns payments carried out with the card during the past seven days, including the day of the transaction.

#### VI.2. Payments made with the Fuel Card

Payments are limited to:

- EUR 375 per transaction
- EUR 1,250 per card, per day
- EUR 2,500 per card, per 7 day period.

#### VI.3. Choice of limits by the holder

The holder or the account holder is entitled to request a limit of EUR 1,250 per card, per 7 days. The limits per transaction per card and per day cannot be modified.

The Bank may refuse to comply with a request to increase the limit without any justification.

## VII. OBLIGATIONS AND RESPONSIBILITY OF THE HOLDER

### VII.1. Basic obligation

The holder agrees to use the card and the services in accordance with the terms and conditions that govern its issue and use.

The card and the code are strictly and personally assigned to the holder. The holder shall take every reasonable precaution to ensure the security of the card and the code. The holder agrees to memorise his code, not to write it on any document, object or medium whatsoever, not to reveal it or show it to any one whatsoever, and not to leave his card or code within the reach of or available to a third party.

### VII.2. Events to be notified to CARD STOP

The holder shall notify CARD STOP of the loss, theft or any risk of misuse of the card as soon as he is aware of it.

The holder shall take every precaution to ensure that he is aware of such events without delay.

CARD STOP can be contacted 7 days a week and 24 hours a day, by phoning 070 344 344.

CARD STOP shall give the holder a reference number immediately as proof of the notification. The entire telephone conversation shall be recorded by CARD STOP.

The events as notified must be reported within 24 hours to the police authorities of the location where the loss or theft occurred.

### VII.3. Events to be notified to the Bank

The holder shall notify the Bank as soon as he/she is aware of entries on his account statements of transactions carried out without his/her consent, as well as any errors or irregularities noticed on the account statements.

If the holder ascertains that a payment transaction is unauthorised or has not been duly executed, they shall proceed in accordance with the instructions given under "Payment Services" in the Bank's General Terms and Conditions.

The holder must check, as frequently as possible, the situation of accounts linked to the transactions carried out with the card as well as the movements that are recorded on the accounts.

### VII.4. Responsibility for misuse of the card

#### VII.4.1. Up until the time of the notification

Until the time of the notification specified in article VII.2., the holder is responsible for the consequences related to the loss or the theft of his/her card, limited to the sum of EUR 150, except in the case of gross negligence or fraud in which case this limit does not apply. The aforementioned maximum amount does not apply in the case of use for professional purposes.

#### VII.4.2. After notification

Once the notification as specified in article VII.2 has been made, the holder is no longer responsible for the consequences related to the loss or the theft of the card, unless the Bank can prove that the holder has acted fraudulently.

#### VII.4.3. The concept of gross negligence

##### VII.4.3.1. General

Depending on the actual circumstances and without prejudice to the judge's sovereign powers to judge, gross negligence may arise if the holder:

- failing to notify the lost and stolen card help line (CARD STOP) – or, in the case of online banking services, the bank – immediately when they become aware of the loss or theft of their card or signature procedures or the risk of fraudulent use thereof;
- failing to check regularly, the status of accounts linked to the transactions carried out using the services and individual transactions recorded on the accounts, and this results in a delay in the holder becoming aware of the fraudulent use of the card and duly notifying the bank;
- failing to take the precautionary measures provided in Article VII.6.;
- failing to provide notification of the loss or the theft of the card or signature procedures to the police authorities in the area where the loss or theft occurred within 24 hours of becoming aware of events.

##### VII.4.3.2. Failure to honour precautions in respect of the PIN

This clause applies in the event of use of the card with the PIN. The following is understood to be gross negligence of the holder:

- writing down the PIN in a readable form on the card or on an object or document that the holder kept or carried together with the card;
- disclosing the PIN to a third party;

There is no gross negligence on the part of the holder if the PIN is obtained by extortion, either with actual violence against the holder, their property or one of their immediate relatives or with the threat of violence against the holder, their property or one of their immediate relatives.

##### VII.4.3.3. Failure to honour precautions in respect of a card

This clause applies in the event of fraudulent use of the card without the PIN.

The holder shall not be liable for gross negligence, if:

- the theft of the card involves violence against their person, property or relatives or if there is the threat of violence to the holder's person, property or relatives;
- the card is stolen from their place of residence, any second home and any holiday home owned by the holder or account holder, and any student lodgings. The theft must involve breaking and entering, cat burglary, violence, threats or skeleton keys. Depending on the circumstances and without prejudice to the judge's sovereign powers to judge, gross negligence may arise if the card is left anywhere other than the place of residence, where the holder stays occasionally or temporarily (for instance, a hotel room, hospital room, tent, camper, caravan, motor home, mobile home or boat), unless the card has been deposited in a safe that the owner or the manager of the establishment provides for customers or in a locked drawer or cabinet.

Within the above restrictions, leaving the card unattended can be considered gross negligence:

- at the place of employment, unless the card is in a locked drawer or cabinet
- in a vehicle, locked or unlocked, even if it is parked in a private driveway
- in a public place or a place accessible to the public, unless the card is in a locked drawer or cabinet
- on private premises (including the place of residence) to which several people besides the holder have access, such as for receptions, parties (including family parties), conferences, screenings, exhibitions, sports activities or competitions, unless the card is kept in a locked drawer or cabinet
- in courtyards, entrances and gardens that are private property
- in the common parts of a building subject to co-ownership agreements.

#### VII.4.3.4. Other cases of gross negligence

Within the scope of the above restrictions, gross negligence of the holder may be enabling the people listed below to use the card, as a result of failure to take adequate precautions or exercise due diligence with regard to the card or PIN:

- the holder, co-holder or authorised user of an account which is linked to the transactions carried out using the services
- the spouse, cohabiting partner, guests or visitors (for private or professional reasons) of the holder or of the account holder
- people, employed or not and irrespective of their status, who work for, or are employees of, the holder or of the account holder
- parents and relatives of the holder or of the account holder.

#### VII.5. Irrevocability of electronic transaction orders for funds

Subject to the above provisions concerning unauthorised or incorrect payment transactions, it is pointed out to the holder that the use of his card to execute payments corresponds to the irrevocable signature of a transfer order to the benefit of the terminal holder. The holder shall take every precaution to prevent any unwarranted payments; the bank shall not intervene in disputes arising in this respect between the holder and the aforementioned third parties.

#### VII.6. Precautionary measures

The bank recommends that the holder take the precautionary measures with respect to the use of the services as stipulated in this Article.

##### VI.6.1. Precautionary measures regarding the card

Sign all new cards immediately upon receipt.

Keep your card on you or in a safe place.

Never leave your card unattended at your place of work. An increasing number of cards are being stolen from places of work.

Never leave your card unattended in public places or places which are accessible to the public or in private premises where other people are present unless the card is in a locked drawer or cupboard.

Never leave your card in your vehicle, even if it is parked in your private driveway.

Keep your payment slips and cash withdrawal vouchers.

Place a stop order on your card immediately if it is withheld by a machine for no valid reason.

Withdraw your statements from Self terminals on a regular basis. Always check your statements as soon as you receive them. Notify the bank immediately of any error or inaccuracy.

##### VI.6.2. Precautionary measures regarding the PIN

Memorise your PIN as soon as you receive it, and then destroy the document on which the PIN was sent by the bank.

When you receive the PIN for your card, change it at a cash dispenser as soon as possible.

Your PIN must remain secret: do not disclose it to anyone, not even a member of your family, a friend or a person that you consider reliable.

No-one – including your bank, police authorities or insurance companies – is entitled to ask you for your PIN.

Do not write your PIN down, even in coded form, e.g. by hiding it in a false telephone number.

Always enter your PIN away from prying eyes. Always ensure that you cannot be seen without your knowledge (hide the keypad with your hand, for instance). Do not let anyone distract your attention. If you notice anything out of the ordinary, inform the bank and, if necessary, the shopkeeper, immediately.

When selecting a new PIN, avoid combinations that are too obvious (e.g., part of your date of birth, your telephone number, your post code, etc). Choosing the same PIN for all your cards and access codes may seem like an easy way out, but this is obviously risky.

#### VIII. OBLIGATIONS AND RESPONSIBILITY OF THE BANK

**VIII.1.** The card is automatically renewed upon expiry unless the Bank refuses or the holder notifies the Bank of the termination one month before its expiry.

**VIII.2.** The Bank shall keep an internal statement of the transactions carried out with the card for a period of ten years starting from the execution of the transactions.

**VIII.3.** The Bank shall modify the limit as specified in article VI.2. upon the request of the holder in accordance with the provisions of article VI.3. The holder may request a modification of the limit twice a year at most.

**VIII.4.** The essential data for all transactions via payment terminals (if possible, indicating the name and the location of the terminal, the date, hour, amount in euro, any incidents that occurred and their nature) are recorded at the time of the transaction and stored by the Bank in such a way that they can be reproduced in readable format in a variety of ways. In the event of a dispute with the holder regarding one of these transactions, and without prejudice to any evidence to the contrary produced by the holder, the Bank shall provide proof that the transaction was recorded and booked correctly and was not the result of a technical malfunction or other defect.

Some terminals can, at the specific request of the holder or automatically, provide a ticket showing the reference and the amount of the transaction. This ticket is provided without prejudice to the provisions set forth in the first paragraph of this article.

**VIII.5.1.** Without prejudice to the obligations and responsibilities of the holder described in article VII, the Bank is responsible for:

- the failure or the incorrect execution of the transactions carried out with the card, using machines, terminals or equipment approved by the Bank and installed with or without its supervision;
- transactions carried out without the holder's authorisation and all errors or irregularities made in the management of the card and attributable to the Bank.
- the use of counterfeit cards in the event of counterfeiting by a third party.

**VIII.5.2.** In all cases where the Bank is responsible, in accordance with article VIII.5.1, it shall refund the holder as soon as possible and as follows:

- the amount of the transaction that was not executed or incorrectly executed, plus interest on this amount if applicable;
- the sum necessary to place the holder in the situation he/she was in before the unauthorised transaction, plus interest on this amount if applicable;
- the sum necessary to place the holder in the situation he/she was in before the use of the counterfeit card;
- any other financial consequences, in particular the amount of the charges paid by the holder to determine the compensation for damages.

#### IX. TERM OF THE AGREEMENT AND TERMINATION OF SERVICE

This agreement is made for an indefinite period.

The holder may terminate the agreement, free of charge, at any time subject to one month's notice.

The Bank may terminate the agreement at any time subject to two months' notice, or subject to one month's notice in the case of use for professional purposes

However, the bank may terminate the service with immediate effect if the holder fails to honour one of his obligations towards the bank, or if the bank becomes aware of facts that jeopardise the relationship of trust and confidence between the holder and the bank.

The bank reserves the right to instruct the network of terminals installed in Belgium, insofar as technically possible, to seize or refuse the card if the holder attempts to use the card in a manner which does not comply with the present terms and conditions.

The fees charged periodically pursuant to this agreement are only payable by the holder on a pro rata temporis basis until termination of the agreement.

#### **X. INFORMATION ABOUT THE RATES, DEBIT OR CREDIT DATE AND VALUE DATES**

Please refer to the "Payment Services" General Banking Terms and Conditions and the Tariffs available to the holder in all the Bank branches.

#### **XI. COMPLAINTS AND RECOURSE**

Complaints may be sent to the Bank via the customer's branch, via Customer Service or using the complaint form available via PC Banking or on the Bank's Internet site.

If the customer is not satisfied with the proposed solution, they may submit their complaint in writing to the Bank's Ombudsman by ordinary mail to the following address: Ombudsman (ICA1M), Montagne du Parc/Warandeberg 3, 1000 Brussels.

If the customer is not satisfied with the solution proposed by the Bank's Ombudsman, they may, in their capacity as a natural person acting for private purposes, submit the complaint to the Mediation Service Banks – Credit - Investments, either by ordinary mail at the address below, or using the complaint form available on the OmbFin Internet site:

Mediation Service Banks – Credit - Investments  
rue Belliard/Belliardstraat 15-17, Boîte/Bus 8  
1040 Brussels  
Tel.: +32 2 545 77 70  
Fax: +32 2 545 77 79  
[www.ombfin.be](http://www.ombfin.be)

In addition, if the complaint concerns a payment service, it may be submitted in writing to the General Management, Supervision and Mediation, of the FPS Economy, SMEs, Independent Professions and Energy, WTC III, Boulevard Simon Bolivar/Simon Bolivarlaan 30, 1000 Brussels.

#### **XII. MODIFICATIONS OF THE PRESENT GENERAL TERMS AND CONDITIONS**

The holder shall be informed of any modifications to the present General Terms and Conditions by means of an attachment to an account statement or by ordinary letter or on a durable medium available and accessible to the holder. This information shall be provided at least two months before the modifications in question are brought into force.

When sending the information mentioned in the first paragraph, the Bank shall also mention that the holder has a period of two months at least to terminate without costs the contract; the absence of a termination by the holder within this period shall imply that the latter accepts the modified terms and conditions.