

## General terms of use for the cardholders of corporate products

**Important note:** One clause will be operational at a later stage in our rebranding. As obliged by law, we will inform you two months in advance should this be updated. Until further notice, the current clause (mentioned below) remains effective.

**Clause 11, alinea 1**

*If an Account user makes a Charge in a foreign currency, it will be converted into Euros on the date it is processed (which may be different to the date of the transaction). The exchange rate which will be fixed by us on the basis of the exchange rate officially published by the ECB on the business day prior to the processing day of the transactions. 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.*

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## 1. Preamble

AirPlus international SA/NV 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 "AirPlus"), has concluded a corporate agreement with the employer of the card applicant (hereafter "company"), according to which the company intends to provide corporate incl. Commercial cards, corporate cards with joint & several liability of the company or another) security interest provided by the company, and ibis il, office manager cards, and travel key cards (hereafter "the card") to its employees on the basis of the corporate agreement concluded between the company and AirPlus.

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 authorized 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 of use. If AirPlus makes any changes you will be deemed to have accepted them subject to the "changes" section.

It is AirPlus, the company and the cardholder/user's 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 acknowledge that you are not a consumer in the sense of the Belgian economic law code and agree, as allowed in article vii.5 and vii.29 Belgian economic law code, that articles vii.4/1 and vii.4/2, chapter 2 (articles vii.5 to vii.28), and articles vii.30 §1, vii.32 §3, vii.33, vii.42, vii.44, vii.46, vii.47, vii.50, vii.55/3 to vii.55/7 will not be applicable to these terms. You also acknowledge that the account is not a payment account in the sense of the payment services legislation and agree that vii.34, vii.35, vii.36, vii.37 §2 fifth and sixth alinea, vii.41 (in referencing chapter 2), vii.43 §2, vii.55 §1, vii.55/6 of the economic law code will not be applicable to these terms.

## 2. Definitions

**"account"** or **"card account"** means any account AirPlus maintains in relation to the card knowing that the card account held by AirPlus 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 travel key card, authorized 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;

**"AirPlus website"**: the official website of AirPlus, which is also the gateway to a section that is only available after login (the **"portal"**)

**"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 AirPlus;

**"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 AirPlus 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;

**"ibis il"** means a card with individual billing, individual settlement and individual liability; to which AirPlus will apply an anniversary fee (means: administration fee charged by AirPlus 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 authorized 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 AirPlus 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 "AirPlus"** means AirPlus international SA/NV;

**"you", the "cardholder"** means the person whose name appears on the card; or 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 AirPlus, you may use the card as follows:

- a) You agree that the card user account will be debited when the card is presented to a merchant that accepts the card as payment and you:
  - (i) Enter your personal pin or signs a paper slip issued by the merchant;
  - (ii) Provides your 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) Conclude an agreement with a merchant and you consent to the merchant charging his account for an amount that is specified in such agreement;

- (iv) Authorize a contactless charge by passing the card over a contactless card reader; or
- (v) Verbally consent, or confirm agreement, to all or part of a charge after the charge has been submitted.

You cannot cancel charges once you have authorized them, except for recurring charges which can be cancelled for the future. Please see the "recurring charges" section.

- b) AirPlus 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 AirPlus 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 AirPlus 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-authorizations and the fact that the amount may be blocked for a certain time given.

You must take precautions to ensure that account details, security information and codes are kept safe and confidential by persons authorized to use them and take reasonable measures to prevent any other person accessing or using the account details, security information and codes.

#### 4. Permitted uses

- a) You are the only person who may use the card. You commit 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 AirPlus has agreed with your company, you may also in accordance with the agreement AirPlus has with your company use your account and the card to obtain cash advances solely for the business purposes of your company.
- d) AirPlus reserves the right to block merchants on the basis of their "merchant category code" (mcc) without informing you 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 AirPlus has agreed with your company separately to permit cash advances;
  - (viii) Use a card which has been reported to AirPlus as lost or stolen until such time as AirPlus provides a new card or new account details (in which case you must use the new details) or AirPlus 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 AirPlus 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 AirPlus did not prevent or stop the prohibited use, unless otherwise provided by law.

#### 6. Cash advances (when applicable)

If AirPlus agrees with your company to allow you to obtain cash advances, you can use the card for cash withdrawals at ATM's 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) AirPlus 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;
- (iv) 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 ATM's;
- (v) AirPlus reserves the right, without cause and without providing any notice to you, to terminate your access to cash advances and ATM's, even if the account is not in default;
- (vi) Fees apply for cash advances and are set out in the "fees" section. The ATM provider may also charge a fee; and
- (vii) You must comply with any instructions your company provides to you in relation to cash advances.

#### 7. Statements and queries

- a) AirPlus will provide you with (a copy of) the monthly card statement and – if arranged by the company – individual transactions, by default and upon registration through the online tool(s) (like the portal) 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 AirPlus 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 AirPlus has your correct email address, you will be informed of the provision of this material (being available in the online tool) by email.
- c) You are 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 will not be dispatched by mail. In the event you regularly require that statements are mailed despite the agreed retrieval through the online tool, AirPlus will charge a fee (see price grid). This amount will be charged to your card in the absence of another agreement

between the company and AirPlus.

- e) You must ensure that each statement is accurate and complete. Contact AirPlus as soon as possible if you have a question or a concern with your statement. AirPlus 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 unauthorized 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 unauthorized 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 AirPlus with written confirmation of your question or concern and any information AirPlus 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 AirPlus determines that your query is valid, AirPlus may apply a credit to the relevant account. Credits will appear on your statement.
- h) You agree AirPlus 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 AirPlus and your company, AirPlus will provide the company and/or their parties appointed by the company (incl. The 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 cardholder, by accepting these general terms of use, acknowledges these reports on the use of his card in support of the company's expense management (including but not limited to accounting and tax obligations of the company)

## 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 AirPlus website . You can inform yourself on further details via your company's program administrator. AirPlus is entitled to charge these fees and charges to your card 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 AirPlus 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, AirPlus 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 capitalized amount. These will be automatically applied without prior notice. AirPlus 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) AirPlus will also charge your account for any reasonable costs AirPlus 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 AirPlus 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 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

AirPlus 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

A transaction performed in any currency other than euro will be converted to euro on the date on which it is processed by AirPlus (which may differ from the date of the transaction). The exchange rate will be fixed by us on the basis of the exchange rate officially published by Mastercard international incorporated or Visa inc. on the banking day preceding the date of booking ("reference exchange rate"). Should a reference exchange rate not be available, a corresponding rate achieved in the market shall be used for conversion. AirPlus may also publish the exchange rate on the AirPlus website and/or its portal.

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, AirPlus 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 receive and pay for the statement; 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 AirPlus 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) AirPlus strictly prohibits a positive balance on your account
- f) AirPlus 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, AirPlus 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. AirPlus, or anyone AirPlus 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. AirPlus may also request another person, including merchants to retain cards on our behalf.
- c) AirPlus may send a replacement card to you before the current card expires.
- d) AirPlus 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 AirPlus 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 AirPlus 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) AirPlus 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, AirPlus may refuse any request for approval of a charge, on reasonable grounds for example where AirPlus suspects unauthorized, 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 AirPlus 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 AirPlus 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 and if not communicated by or on behalf of the insurance company, AirPlus will give you or your company at least thirty (30) 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 AirPlus may communicate with you via your company through a program. A communication to a program administrator will be deemed to be a communication from us to you.  

AirPlus shall treat any requests, instructions or notices from the program administrator in connection with the travel key card, and the agreement 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.
- c) You commit that you will immediately inform AirPlus (see contact page on AirPlus website) of changes to your name, email address(es), postal mailing address and phone number(s) and other contact details. AirPlus shall not be responsible for any fees or charges or any other damage suffered by you failing to inform us about any changes.
- d) 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 AirPlus reasonably requests.
- e) All electronic communications that AirPlus makes available including statements will be deemed to be received on the day that AirPlus send the notification by e-mail or post the communication online (incl. Via the portal) even if you do not access the communication on that day.
- f) If AirPlus has 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, we will consider you to be in material breach of this agreement and may stop attempting to send communications to you until AirPlus 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.
- g) You agree that your company may provide AirPlus with your contact details including your telephone number(s) and your e-mail and home address(es).
- h) The AirPlus website and portal are provided "as is" and may require you or your equipment to meet certain (minimum) requirements. Your company is responsible and accountable for access rights of people (s)he grants to (parts of) the portal. AirPlus reserves the right to determine (minimum) requirement and specific terms of use for the portal and to temporarily or permanently suspend or block the access to (parts of) the portal e.g. For maintenance, in case of (presumed) breach of the terms of use for the portal, or to protect the security of the portal.

## 19. Management information reports

AirPlus provides (management information) reports relating to charges, to your company in the context of its expense management framework. More information can be found in the AirPlus privacy policy.

## 20. Complaints and problems with goods and services purchased

- a) Unless required by applicable law, AirPlus 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 or via the portal).

## 21. Lost/stolen cards, incorrectly executed transactions and misuse of your account

- a) Loss or theft, in the sense of the present general terms of use, denotes any dispossession of the card or disclosure of the pin code. Misuse in the sense of the present general terms of use 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 or via the portal.  
Please be aware that this number might change in the future. You find on AirPlus website and in the portal 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. AirPlus 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 our 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 unauthorized 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.

## 22. Refunds for authorized 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) AirPlus 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 AirPlus all the information AirPlus reasonably requires about the circumstances of the charge. AirPlus may give this information to other companies or people investigating the matter.
- e) AirPlus will within ten (10) business days of us receiving from you your complete information and documentation about your dispute including information. AirPlus 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. AirPlus reserves the right to adjust your account accordingly.

## 23. 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, AirPlus 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 AirPlus may make available to you in relation to charges. (AirPlus does, however, warrant that such vat related data AirPlus makes available to you is as supplied by the merchant to us).
- c) Subject to (a) above AirPlus 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 you or 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.

## 24. Changes

- a) AirPlus 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) AirPlus 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) AirPlus 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 AirPlus may have agreed upon, unless AirPlus 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.
- g) When your company changes its agreement with AirPlus, it is likely that it will be required to change to a new contractual framework. This change will affect you in that it may mean a closure of your account or a change to the terms of use.

## 25. Suspension

- a) AirPlus 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 AirPlus suspects unauthorized 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, AirPlus may notify you before AirPlus stops or suspends use or immediately afterwards. AirPlus 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) AirPlus will remove the suspension on the card or account when the reasons for the suspension have ceased to exist.

## 26. Default

- a) AirPlus 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 honored in full.
- b) AirPlus 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 AirPlus 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 dishonored 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 AirPlus may suffer as a result of the default.

## 27. Transfer of claims

- a) Although AirPlus may have no obligation to do so, if AirPlus 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 AirPlus 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 AirPlus credited to the account. You hereby give consent in advance to such assignment, without any further notification being required.
- b) After AirPlus credits such account, you may not pursue any claim against or reimbursement from any third party for the amount that AirPlus credited to the account.
- c) You must provide all reasonable assistance to AirPlus if AirPlus decides to pursue a third party for the amount credited. This includes, without limitation, signing any documents and providing any information that AirPlus may require. Crediting the account on any occasion does not obligate us to do so again.
- d) Any sum AirPlus 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.

## 28. You may close your account

You or your company on your behalf may end this agreement at any time giving AirPlus two (2) months written notice. If you do not wish to be bound by these terms, please destroy or return the card to AirPlus and inform AirPlus that you wish to cancel the card.

You commit to the company that you will immediately inform AirPlus of your departure from the company.

When termination by the company comes into force, you 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.

## 29. AirPlus may close your account or cancel any card

- a) AirPlus can end this agreement or cancel any or all cards by giving you two (2) months written notice. AirPlus 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 authorizations to provide payment services if AirPlus takes 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. AirPlus 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.

## 30. 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. AirPlus will only close your account when you and/or your company have paid off all amounts you owe AirPlus.
- 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 AirPlus and your account is no longer used.

### 31. Set off

Where you are under any obligation to AirPlus or any of our affiliates under a separate agreement, AirPlus will be entitled to set off an amount equal to the amount of such obligation against amounts owed by AirPlus to you under this agreement.

### 32. No waiver of our rights

If we fail 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.

### 33. Assignment

- a) We 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.

### 34. 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.

### 35. 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 Belgium 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, AirPlus may conduct collection proceedings in any jurisdiction in which you may be present or resident.

### 36. 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 AirPlus and the company or you.
- 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.

### 37. Privacy policy (reference)

The most recent version of the privacy statement can be found on the AirPlus website <http://www.bcc-corporate.be/>. As the privacy statement is a legally required statement, it is not part of these general terms of use.