

PaySquare General Terms and Conditions Miles & More Visa Credit Card

Article 1 Definitions

General Terms and Conditions: The PaySquare General Terms and Conditions Miles & More Visa Credit Card that are inextricably bound up with the PaySquare Credit Card framework agreement within the meaning of Section 7: 514 Dutch Civil Code.

Authentication: The procedure that enables PaySquare to verify the use of the Credit Card including but not limited to the personalized security features such as the Unique Identifier(s). Unique Identifiers may be the PIN code, Expiry Date, Card Number and CVC / CVV code.

Direct debit: The debiting initiated by PaySquare of the transfer account specified by the Cardholder, for which the Cardholder has given its consent to PaySquare, in order to collect the amount payable by the Cardholder on the basis of his billing statement.

Merchant: The supplier of goods and services to the Cardholder and/or Extra Cardholder accepting the Credit Card.

Credit Limit: The spending limit per time frame agreed with PaySquare. The spending limit is the maximum transaction total that the Cardholder is allowed to spend with the Credit Card (and the possible extra credit card). The spending limit as such is at all times clearly specified in the billing statements.

Communications: In case of written communications this refers to notifications both made by post and made via the Internet, requests or other announcements of parties to the Agreement. The Communications shall also include the notifications made by PaySquare in the billing statement sent to the Cardholder.

Credit Card: The payment instrument recognisable by the official logo of MasterCard or VISA that meets the features of MasterCard respectively VISA, which the Cardholder can use to pay a Merchant for obtained goods and/or services.

Extra Card: An extra credit card that is issued at the request of the Cardholder and the future holder of the Extra Card, and in which the Transactions effected by the holder of the Extra Card shall be debited to the Cardholder. For the readability of the General Terms and Conditions, the Extra Card and the Extra Cardholder shall be implied in the General Terms and Conditions under the definitions Credit Card and Cardholder.

Extra Cardholder: The holder of an Extra Card.

Cardholder: The payment service user, in other words the person who as a consumer has applied for the payment instrument (the Credit Card) for himself and has obtained it, or who has applied for an Extra Card, under the Agreement concluded with PaySquare.

Agreement: The Credit Card framework agreement including these General Terms and Conditions, the documentation and possible additional arrangements made and terms agreed between the Cardholder and PaySquare for issuing a Credit Card to the Cardholder and on demand an Extra Card to the Extra Cardholder.

PaySquare BV: The payment service provider within the meaning of the Payment Services Directive, in other words the Credit Card Issuer, hereinafter referred to as: "PaySquare", having its registered office in 3526 LB Utrecht at Eendrachtlaan 315, P.O. Box 8209 in 3503 RE Utrecht, e-mail: info@paysquare.nl. Registered at the Chamber of Commerce under number 30196418; DNB permit application pending; AFM permit number 12014217.

PIN code: The Personal Identification Number that is a personalized security feature.

Exchange Rate: The exchange rate deriving from the reference exchange rate that is applied as basis of calculation for a currency exchange and which is made available by PaySquare to its Cardholders in its web site and/or can be obtained by telephone from PaySquare.

Interest (rate): This is the agreed interest rate or the interest rate announced and/or changed from time to time.

Transaction: The payments made to a Merchant by the Cardholder or Extra Cardholder with the Credit Card for deliverable respectively delivered goods or services, as well as the withdrawal of cash from an ATM.

Transaction Costs: The expenses that are charged by PaySquare to the Cardholder per kind of transaction.

Value Date: The reference date used by PaySquare to calculate the interests on the financial resources for debiting a transfer account.

Article 2 Agreement between Cardholder and PaySquare

- 2.1 The Agreement specifies which terms apply to obtaining and using the Credit Card and Extra Card issued by PaySquare.
- 2.2 The Cardholder and Extra Cardholder guarantee that the application form has been completed and signed correctly

and completely. Thereby the Cardholder and Extra Cardholder have already been able to become familiar with the applicable General Terms and Conditions. The Cardholder shall immediately notify PaySquare in writing of any changes of address or other changes of personal details the Cardholder that change the data stated in the application. The data of the Cardholder are included in the Cardholder registration of PaySquare. PaySquare has registered such Cardholder registration with the Dutch Data Protection Authority, in accordance with the applicable legislation. A copy of the application form is available for inspection at the office of PaySquare.

- 2.3 At the latest upon signing and/or using the Credit Card the Cardholder agrees to the General Terms and Conditions, which puts these General Terms and Conditions into force.
- 2.4 PaySquare may assess the issuance of the Credit Card every year (or have it assessed) and have it registered at the Dutch Credit Registration Office (BKR) in Tiel.
- 2.5 PaySquare determines the Credit Limit of the Credit Card. The Cardholder cannot derive any rights from the determined Credit Limit.
- 2.6 The Cardholder shall see to a proper use of the Credit Card and the corresponding Unique Identifiers (such as the PIN code, passwords and so on) for the benefit of the authentication and authorization of Transactions.

Article 3 Payment service

The payment service agreed between PaySquare and the Cardholder (Credit Card) has the following features:

- 3.1 The Credit Card entitles the Cardholder to perform Transactions. Transactions are effected as face-to-face sales in which the Cardholder is physically present with his Credit Card at the Merchant, or via card-non-present sales such as by telephone order, mail order or via the Internet. Such Transactions shall be paid by PaySquare as soon as they have become irrevocable, unless agreed otherwise in this Agreement.
- 3.2 The Credit Card shall remain property of PaySquare even though the Credit Card is registered to the name of the Cardholder. The month and the year combined indicate the expiry date of the Credit Card. The Credit Card expires at the end of the expiry month in the expiry year, except for termination of the Agreement and the exceptions stated in these General Terms and Conditions. Shortly before the expiry Date a new Credit Card shall be made available.

- 3.3 The Credit Card is strictly personal and cannot be transferred to third parties.
- 3.4 In case of a replacement of the Credit Card and/or in case of termination of the Agreement the Cardholder shall send the Credit Card - cut in half - back to PaySquare, unless requested otherwise. In case of failure to send the Credit Card back and in case of continued use of the Credit Card a financial penalty may be imposed on the Cardholder for each day that the Cardholder has failed to send the Credit Card back, all this without prejudice to the right of PaySquare to recover any possible damage actually suffered. The financial penalty is equal to the pro rata payable card service fee.
- 3.5 As soon as all acts have been performed that are prescribed for the benefit of a Transaction, the Transaction has become irrevocable and withdrawal thereof is no longer possible. The prescribed acts have been agreed in the articles 4 and 5.
- 3.6 For the right to use the Credit Card the Cardholder owes an annual card service fee payable in advance. PaySquare charges the annual card service fee in the expiry month. Apart from this, the Cardholder Transaction Costs may be charged; the Cardholder shall be notified thereof before carrying out the Transaction either by means of the web site of PaySquare or via the billing statement of the Cardholder. The Cardholder can also obtain the Transaction Costs from PaySquare (by telephone).

Article 4 Credit Card and PIN code

- 4.1 The Credit Card shall be sent to the Cardholder by post. The Credit Card must be signed by the Cardholder in the signature panel immediately after receipt. The Credit Card is only valid if signed by the (rightful) Cardholder.
- 4.2 The Cardholder shall see to a secure storage and use of the Credit Card. The Cardholder shall regularly check if he still has the Credit Card. The Cardholder shall keep the PIN code strictly confidential. By doing so the Cardholder acts in accordance with the minimum regulations communicated by PaySquare, which regulations see to guarantee the security of the Credit Card and to prevent any unauthorized use of the Credit Card and PIN code. The Cardholder shall see to regular examination of the latest information from PaySquare about the measures to be taken by the Cardholder to prevent fraud.
- 4.3 Changing respectively copying the Credit Card and/or the contents of the magnetic stripe and chip belonging to the Credit Card is not allowed and shall be considered as fraud.
- 4.4 PaySquare shall communicate via internet site(s) about any security measures to be taken, but at least

- these imply that the PIN code cannot be stated on the Credit Card howsoever or in any document that is kept together with the Credit Card. The Cardholder must destroy the written notification of the PIN code immediately after receipt.
- 4.5 The Cardholder is not allowed to make any notes of the PIN code, but *if* the Cardholder does so it must be done in such a form that the PIN code cannot be recognized or traced by third parties howsoever. In this respect "third parties" also include roommates and relatives of the Cardholder.
- 4.6 From the moment of issuing the PIN code the Cardholder is liable for all commitments arising from the use of the Credit Card, unless determined otherwise in the Agreement.
- 4.7 If the Cardholder knows or suspects that the PIN code is - or could be - known to one or more third parties, the Cardholder shall be obliged to notify PaySquare thereof immediately in the manner specified in article 10. All this also applies to any other Unique Identifier.

Article 5 Payment order procedures Cardholder

- 5.1 A Cardholder who performs a face-to-face sales Transaction in which the Cardholder is physically present with his Credit Card at the Merchant must sign a receipt with the transaction total or use the PIN code for every Transaction. After signing the receipt or after successfully entering the PIN code the Transaction has become irrevocable.
- 5.2 In case of Transactions via card-non-present sales, in which the Cardholder is not physically present with his Credit Card at the Merchant, the Transaction is performed by the Cardholder's entering or completing data of the Credit Card in combination with a password or otherwise. After entering the data of Credit Card and a possible password the Transaction has become irrevocable.
- 5.3 When using the Credit Card for withdrawing cash in the Netherlands or abroad via ATMs the Cardholder must make use of a PIN code. When using the Credit Card for withdrawing cash at the counter, the Cardholder must either place his signature on the Transaction Receipt or enter his PIN code, upon which the Transaction has become irrevocable.

Article 6 Extra Card

- 6.1 The Cardholder is liable towards PaySquare for the payment of all claims arising from the use of the Extra Card in his capacity as joint and several co-debtor, without prejudice to the own responsibility of the Extra Cardholder, it being understood that if one party has paid the other shall be discharged.

- 6.2 Both the Cardholder and the Extra Cardholder can terminate the Extra Card. Such termination must be effected in writing and must be addressed to PaySquare.
- 6.3 The Cardholder shall remain (jointly and severally) liable for the Transactions performed with the Extra Card until the Extra Card - cut in half - has been received back by PaySquare.

Article 7 Restrictions of use of the Credit Card

- 7.1 At the time of the Transaction the Credit Card may be refused, seized or made invalid, in other words blocked, for instance if:
- the use of the Credit Card has been denied by PaySquare;
 - the Credit Limit is overstepped due to a Transaction;
 - erroneous PIN codes are used;
 - the Credit Card is not retracted in time from the terminal after use, or
 - the Credit Card or the terminal designated for the Transaction is damaged.

Refusal

If a Transaction leads to overstepping of the agreed Credit Limit, PaySquare shall be entitled to refuse the Transaction.

Blocking

PaySquare is also entitled to block the use of the Credit Card in the event of objectively justified grounds in connection with:

- the security of the Credit Card;
- the assumption of wrongful or fraudulent use of the Credit Card;
- the substantially increased risk that the Cardholder is unable to meet his payment obligation arising from the use of the Credit Card.

- 7.2 PaySquare is liable for the correct performance of Transactions in accordance with the provisions in Sections 7:543-545 Dutch Civil Code. PaySquare is not liable for the refusal of a Merchant to accept the Credit Card, the consequences of the incorrect use, the failure to make (any further) use of the Credit Card and/or of an application option, unless this can be blamed on PaySquare. In the last-mentioned case PaySquare shall exclusively be liable for any expenses to be reasonably incurred by the Cardholder for notifying PaySquare as soon as possible of the defect. If and insofar as not already arising from the above, PaySquare shall in any event not be liable if it is able to prove that the aforementioned consequences were caused by international conflicts, governmental measures, power outages or disruptions in communications connections or equipment of PaySquare or third parties of whose services PaySquare makes use. If a circumstance occurs

as referred to in this article, PaySquare shall take any measures that can be reasonably expected of PaySquare – so as to limit any resulting adverse effects for the Cardholder.

Article 8 Transactions by the Cardholder

- 8.1 The Cardholder shall receive periodic billing statements specifying the Transactions and expenses. The balance stated in the billing statement shall never qualify as conclusion of any reciprocally payable amounts at any time. If an Extra Card is issued, the relevant Transactions paid in the past period by PaySquare shall be processed in a periodic billing statement that shall be issued to the Cardholder. The amounts payable to PaySquare in the periodic billing statement are expressed in Euro. Any transactions in other currencies than Euro shall be converted into Euro based on the Exchange Rate.
- 8.2 The Cardholder is held to pay the payable amount stated in the billing statement to PaySquare within the time limit set. PaySquare is entitled to debit the transfer account of the Cardholder known to PaySquare for the Transactions inclusive of the corresponding expenses.
- 8.3 If the Cardholder makes use of a direct debit for the payment of what is payable to PaySquare, the Cardholder shall see to sufficient balance in the stated transfer account so as to enable the direct debit of the payable amount at all times.
- 8.4 If and insofar as the unpaid balance exceeds the Credit Limit, PaySquare shall be entitled to collect the extra amount exceeding the Credit Limit automatically from the transfer account of the Cardholder.
- 8.5 PaySquare may take collection measures for every debt of the Cardholder towards PaySquare that is not paid in the agreed manner, regardless of whether such debt was caused by the use of the Credit Card – in which case PaySquare shall also be entitled to suspend its obligations under the Agreement. If PaySquare knows or suspects in all fairness that the Cardholder is unable to fulfil the commitments by virtue of the Agreement (completely), PaySquare shall be entitled to suspend its services.

Article 9 Challenged transactions Transactions performed without consent or performed wrongly.

- 9.1 If the Cardholder feels that a Transaction stated in the billing statement has been performed wrongly or without his consent, the Cardholder must report this immediately in writing and at the latest within thirteen (13) months after the debiting date stated in the billing statement. Within the meaning of this article 'immediately' is

defined by PaySquare as: within 30 days after the date stated in the billing statement except in the event of special circumstances.

- 9.2 In the event of a Transaction without consent, PaySquare shall immediately pay the amount of the Transaction without consent into the transfer account of the Cardholder known to PaySquare, with due observance of the provisions in article 10 General Terms and Conditions, if and insofar as the amount concerned had already been received by PaySquare from the Cardholder. In this respect 'immediately' means: depending on the period of time required for the investigation in order to verify the Cardholder's report.

Transaction performed with the consent of the Cardholder.

- 9.3 If the Cardholder has approved a Transaction while the exact amount has not been specified at the moment of consent with such Transaction and at the same time the amount of the Transaction is higher than what is fair to expect based on the previous spending habits, the Agreement and the other circumstances of the case, in which case the Cardholder may request a refund during a period of 8 weeks calculated from the date of debiting from the Cardholder. This does not apply in the event of a currency exchange.
- 9.4 Within 10 business days after receipt of such a request PaySquare shall pay the amount concerned into the transfer account of the Cardholder known to PaySquare if and insofar as the amount concerned had already been received from the Cardholder by PaySquare, unless PaySquare refuses to proceed to payment stating its grounds in writing.
- 9.5 Neither a dispute or disagreement with a Merchant, nor a possible right of compensation that the Cardholder feels entitled to rely on towards the Merchant can form the basis of a reimbursement. In the event of a dispute regarding a specific cost item in the billing statement PaySquare may immediately offer the transaction once more for collection after deducting the challenged amount.
- 9.6 If the Cardholder has wrongfully made use of the right of reimbursement and/or has challenged a Transaction or has labelled it as erroneous or as a Transaction without consent, the Cardholder shall be in default without requiring any notice of default and PaySquare shall charge to the Cardholder the amount that was wrongfully transferred back, increased by the handling fees.
- 9.7 The level of the Interest amounts to 1.5 (one and a half) percent per month, in which part of the month shall qualify as

a full month. The interest rate may be adjusted by PaySquare, with due observance of the statutory maximum amounts changed.

- 9.8 Furthermore PaySquare reserves the right to charge the same Interest per month for every outstanding debt to PaySquare. PaySquare is furthermore entitled to recover from the Cardholder the full expenses incurred in and out of court for collecting the claim from the Cardholder, inclusive of VAT, with due observance of a minimum of 15 (fifteen) percent of the unpaid amount. Expenses out of court also include the costs of legal advice.

Article 10 Loss, theft, misuse and forgery

- 10.1 The Cardholder shall immediately report any loss, theft, misuse or known forgery of (any data of) the Credit Card and/or PIN code or other Unique Identifier of the Credit Card by telephone to a telephone number specified by PaySquare. The same reporting obligation applies if the Cardholder suspects that such an event has occurred or may occur with respect to the Credit Card and/or PIN code or other Unique Identifier. In this respect 'immediately' is to be understood as: immediately after discovery.
- 10.2 The Cardholder must immediately confirm the immediate telephone report to PaySquare in writing and must make a report to the police upon request thereto.
- 10.3 Until the telephone report to PaySquare the Cardholder is in any event liable for loss, theft or misuse of the Credit Card up to Euro 150; after the telephone report to PaySquare the Cardholder shall no longer be liable for the use of the Credit Card in connection with the aforementioned event. Contrary to the above the Cardholder is liable without limitation if the Cardholder acts fraudulently or if the Cardholder deliberately or with gross negligence fails to fulfil – or has failed to fulfil - his obligations pursuant to the Agreement.
- 10.4 After the report a new Credit Card and/or PIN code may be issued to the Cardholder. Should the Cardholder regain possession of the lost Credit Card after reporting, the Cardholder cannot use such Credit Card anymore and must immediately send the Credit Card - cut in half - back to PaySquare.

Article 11 Term and termination of the agreement

- 11.1 The Agreement is entered into for an indefinite term and may be terminated by the Cardholder at all times after entry into force of the Agreement, in which case the provisions under article 11.2 hereinafter shall apply.
- 11.2 Termination of the Agreement can only be effected via termination in

writing, with a term of notice of one (1) month. In the event of termination during the first period of 12 months after entry into force of the Agreement the Cardholder owes expenses. Such expenses consist of the card service fee already paid and further handling fees. In the event of termination after expiry of the first period of 12 months after entry into force of the Agreement, the Cardholder is entitled to a pro rata refund of the card service fee already paid in advance.

11.3 At the latest within 1 month after termination of the Agreement the Cardholder must cut the Credit Card in half and return it to PaySquare, on pain of the forfeited financial penalty stated in article 3.6.

11.4 PaySquare reserves the right to terminate the Agreement with a term of notice of two (2) months. Furthermore PaySquare reserves the right, based on **weighty considerations**, to deny the Cardholder the right to use the Credit Card any time or not to extend such right. PaySquare shall notify the Cardholder hereof as soon as possible stating the grounds. This shall end the validity of the Credit Card. If the Cardholder refuses to return the Credit Card to PaySquare, PaySquare reserves the right to recover from the Cardholder the expenses involved in cancellation of the Credit Card. PaySquare may request a member merchant to retrieve an invalid Credit Card.

Article 12 Restrictions

12.1 PaySquare may restrict, change or permanently terminate the options for use of the Credit Card at all times based on weighty considerations. PaySquare shall notify the Cardholder thereof as early as possible stating the grounds. Furthermore PaySquare may expand the options for use of the Credit Card.

12.2 PaySquare may refuse to fulfil the obligation to provide information stated in articles 9, 10 and 11 where necessary within the scope of fraud control and fraud prevention.

Article 13 Miles & More programme

13.1 Application for the Visa Card may be submitted by participants in the Miles & More International GmbH frequent fliers programme (Miles & More). A participant of Miles & More is entitled to apply for one Visa Card and one Extra Visa Card. The Visa Card can be applied for by nonparticipants of Miles & More, in which instance automatic membership to Miles & More will be obtained as a result of the Visa Card application.

13.2 Use of the Extra Visa Card by the Extra Visa Cardholder will accumulate miles from Miles & More. The accrued miles will not be allocated to the Extra

Visa Cardholder but to the Cardholder, as the participant in Miles & More programme. Miles & More will inform the Cardholder via the Miles overview about the accrued miles by using the Visa Card or the Extra Visa Card.

13.3 Use of the Visa Card will enable the Cardholder to accumulate miles within the scope of the Miles & More programme. In order to accumulate miles the monthly turnover of the Visa Card and Extra Visa Card will be forwarded to Miles & More. Miles & More will inform the Cardholder of the total miles accrued, as a result of using the Visa Card, via the normal miles communication method.

13.4 In the event of queries, information and/or complaints concerning the allocation, calculation or redemption of miles the Cardholder is to contact Miles & More. PaySquare shall not be party in any dispute between Miles & More and the Cardholder. With regards Visa Card queries, information and/or complaints the Cardholder must contact PaySquare.

13.5 Miles are only allocated as a result of expenditure made by the Cardholder and Extra Visa Cardholder. No miles will be allocated on the annual Card fee or any other fixed costs related to the use of the Visa Card.

13.6 If a transaction amount is credited to the Cardholder's account, the miles generated by said transaction will be withdrawn. Miles & More will notify the Cardholder of the withheld miles on the airmiles statement.

13.7 If the Cardholders participation in Miles & More is terminated, the Cardholder will no longer be eligible to accrue miles by using the Visa Card. However the Visa Card remains valid until the expiry date has been reached and will not be renewed. This applies equally to the Extra Visa Card.

Article 14 Supplement and amendments

14.1 PaySquare reserves the right to supplement or amend these General Terms and Conditions at all times.

14.2 Any amendments and supplements to these General Terms and Conditions shall bind the Cardholder 2 (two) months after notification thereof to the Cardholder, if the Cardholder has not notified PaySquare of his refusal to accept the changes and/or supplements before the date of change. In that case the Cardholder may terminate the Agreement before the date of entry into force of the amendments and or supplements. The Credit Limit, Exchange Rate and Interest (rate) form part of the aforementioned amendment right of PaySquare.

14.3 The Cardholder shall notify PaySquare of the termination in writing and shall send the Credit Card(s) concerned – cut in half - back to PaySquare before the date of entry

into force of the complemented and/or amended General Terms and Conditions.

Article 15 Disputes

15.1 The relationship between PaySquare and the Cardholder is exclusively governed by Dutch law. If no competent Dutch Court is assigned by law, the disputes in the first instance shall be brought before the District Court of Utrecht.

15.2 PaySquare has its own complaints procedure. Apart from this, PaySquare is a member of the Financial Services Complaints Institute (KIFID), where the Cardholder may submit disputes regarding this agreement.

If the Cardholder prefers not to submit the dispute to the KIFID, the Dutch Court shall have exclusive jurisdiction on any disputes arising from or in connection with these General Terms and Conditions.

The General Credit Card Terms and Conditions for Consumers have been drawn up in the Dutch language. The English version of these Terms may differ or vary from the Dutch text. In case of any conflicts or discrepancies the Dutch version prevails

PaySquare General
Credit Card Terms and
Conditions Miles &
More Visa Credit Card
dated September 2009

PaySquare BV,
CoC number 30196418

