

Credit Card Terms

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Introduction: About these Credit Card Terms	2
1. Card request	2
1.1. Digital Card	2
1.2. Physical Card	2
1.3. Use of Wallet Service Providers	3
2. Use of the Card	3
2.1. Specific provision regarding the use of the Card abroad	3
3. Return of the Card	3
4. Block or suspension of the Card	3
5. Fees	3
6. Validity and renewal of the Card	4
7. Card management options	4
8. Cash withdrawal limit	4
9. Acceptance of the Card	4
10. Statements of expenditure	4
11. Payment modalities	5
12. Precautions to be taken by the Cardholder	5
13. Loss, theft or misuse of the Card	6
14. Disputed transactions	6
15. Termination of the contract	6
16. Right of revocation	7

Aion Bank SA/NV (hereinafter the “**Bank**”) is a credit institution incorporated under the laws of Belgium, having its registered office at Avenue de la Toison d’Or – Guldenvlieslaan 26/28, 1050 Brussels, Belgium. It is registered in the Crossroads Bank for Enterprises under number 0403.199.306 and with the Brussels Register of Legal Entities, VAT BE 0403.199.306. Website: <https://www.aion.be/en/>.

Introduction: About these Credit Card Terms

These specific terms and conditions (hereinafter: the “Credit Card Terms”) set out the specific rights, obligations and responsibilities that the use of the services associated with the credit card entails for both the Bank and the Client who holds a credit card in his own name within the context of his Membership with the Bank (“Cardholder”).

The company Mastercard Payment Transaction Services SA/NV (the “Company”) manages the card files and card transactions for the Bank.

The applicable Credit Card Terms are at all times available through the App, on the Website <https://www.aion.be/en/> or provided to the Cardholder on a durable medium upon request.

These Credit Card Terms shall apply immediately and in full to all current and future transactions and relations. Any dispute shall be settled in accordance with the Credit Card Terms as in force on the date on which the dispute arose. These Credit Card Terms are supplemented by the General Terms and Conditions applicable to the Membership the Cardholder subscribed to with the Bank (hereinafter: “General Terms and Conditions”), in particular as regards general provisions that apply to the relationship between the Client-Cardholder and the Bank and not specifically to the payment instrument, unless expressly stated otherwise. Terms which are not defined in these Credit Card Terms but are defined in the General Terms and Conditions shall, for the purposes of these Credit Card Terms, be construed in accordance with those definitions in the General Terms and Conditions. In case of conflict, these Credit Card Terms shall prevail over the General Terms and Conditions.

Please note that, under certain conditions described in our Privacy Policy, your data will be processed by the Bank. You can find the Privacy Policy here: <https://www.aion.be/en/>.

1. Card request

Each Client who is a natural person and holds a current account with the Bank in his own name as part of the Membership for retail clients he subscribed to, may request the Bank to issue one credit card (hereinafter for the purpose of these Credit Card Terms: “Card”) linked to the current account held in his name through which the transactions made with the Card will be settled (“Current Account”).

If the Bank grants such a Card to the Client concerned, this Client becomes a Cardholder within the meaning and for the purpose of these Credit Card Terms.

The Cardholder is liable for all debt claims arising from the use of the Card.

All Card requests should be communicated through the App.

The Bank reserves the right to refuse any request concerning the issuance of a Card without providing the grounds for its decision.

1.1. Digital Card

A digital Card is created upon request by the Client in the Client's name.

This Card can only be used by the Cardholder for his private needs. The Card details are available on the App. The digital Card is free of charge.

1.2. Physical Card

A physical Card is created upon request by the Client in the Client's name.

The Card can only be used by the Cardholder for his private needs. The PIN code of the Card can be generated and viewed on the App by the Cardholder and can be modified in ATMs only (not on the App). The Card details are printed on the Card and available on the App. For electronic cash withdrawals or non-remote payments requiring the PIN code, this PIN code replaces the written signature and is accepted as the electronic signature of the Cardholder in accordance with the applicable legal requirements in this respect.

The physical Card is free of charge (except if express delivery is requested).

The Card is sent to the address of the Cardholder as known by or provided to the Bank by the Cardholder. For security reasons, the Cardholder makes sure to sign the back of the Card immediately upon receipt.

1.3. Use of Wallet Service Providers

The Cardholder can decide to run the additional process of digitization if his Device is identified as eligible to a Wallet Providers Service. As the case may be, specific terms and conditions will apply (Appendix II to the General Terms and Conditions "Use of Wallet Providers Services").

2. Use of the Card

The Card can be used by the Cardholder as a means of payment for the purchase of goods and services with merchants that have an electronic payment terminal and accept Mastercard credit cards, both in Belgium and abroad, either in-store, via the internet, over the phone or by letter. The Card can also be used by the Cardholder to obtain cash through ATMs, both in Belgium and abroad, or for cash back services that accept Mastercard credit cards.

The Card is strictly personal and cannot be transferred to any third party. The Cardholder shall only use the Card in accordance with the conditions in force at the time of use, within the limitations applicable to the Card and for transactions that do not constitute a breach of the law.

A transaction via a bank terminal or a terminal at a merchant's will in principle be confirmed by a secret and personal code ("PIN code"). An exception to this procedure of confirmation of a payment transaction may be provided by allowing contactless payment of transactions under 25 euros in Belgium or under any other applicable limit applied by the relevant payment scheme abroad.

Only the Cardholder can use his Card for the purchase of goods and services that are sold by means of a remote communication technique (via the internet, over the phone or by letter). In this case, the mere communication by the Cardholder of the number and expiry date and, where applicable, the Card Verification Code (CVC) of the Card implies an order for payment given by the Cardholder to the Bank in favour of the merchant.

In order to make remote payments with his Card in accordance with the applicable legal requirements, the authentication of the Cardholder will take place through an SMS generated code

2.1. Specific provision regarding the use of the Card abroad

Payments and withdrawals made abroad, other than in euros, are subject to a payment commission as stated in Appendix I to the General Terms and Conditions ("Fees and Charges list").

Cash withdrawals from ATMs and transactions at electronic payment terminals abroad, other than in euros, are subject to a foreign exchange commission calculated on the basis of a percentage of the amount withdrawn. The percentage and/or method of calculation of any applicable exchange commission can be found in Appendix I to the General Terms and Conditions ("Fees and Charges list").

Foreign exchange rates fluctuate and may differ between the date of the transaction and the date of the debit to the Current Account. The reference exchange rates applying to current account and payment services offered by the Bank are mentioned in Appendix I to the General Terms and Conditions ("Fees and Charges list").

3. Return of the Card

The Card remains the property of the Bank and must be returned to the Bank upon first request. The Cardholder is not allowed to continue making use of the Card after such request from the Bank. The Bank is not responsible towards the Cardholder as a result of such a decision. The Cardholder remains responsible for payment of the transactions that were settled by means of the Card concerned.

4. Block or suspension of the Card

The Bank reserves the right to block the Card or suspend the use thereof in the same way and on the same grounds as foreseen in relation to debit cards by the General Terms and Conditions (Section IV.C.2.c).iv.).

5. Fees

The Bank is entitled to charge a fee, such as an annual card fee, for the Card. Information on the amount and frequency of these charges can be consulted in Appendix I to the General Terms and Conditions (“Fees and Charges list”).

6. Validity and renewal of the Card

The Card is valid until the last day of the month and the year indicated on the Card. The Card’s expiry date is indicated on the Card and visible on the App.

A new Card will be delivered to the Cardholder before the expiry date of the Card, unless the Bank refuses to provide the Cardholder with a new Card after notifying the Cardholder two (2) months before the expiry date or the Cardholder informs the Bank in writing one (1) month before the expiry date that he renounces the Card concerned.

The Cardholder makes sure to sign the back of the new Card and to destroy the expired Card (in particular the chip and magnetic strip) immediately upon receipt of the new Card.

7. Card management options

The Cardholder can actively manage the Card via the App. The Bank allows to set available transaction limits and security options. This allows the Cardholder, amongst others, to (temporarily) block his Card via the Card management options. A complete list of all current card management options is available in the dedicated section of the Q&A.

8. Cash withdrawal limit

The cash withdrawal limit determines the amount that can actually be used for cash withdrawals settled within the context of the Membership the Cardholder subscribed to without being charged and hence is a general limit applicable to the cumulative use of all debit and/or credit cards linked to the current accounts of the Cardholder within his Membership. Information on the cash withdrawal limit can be consulted in Appendix I to the General Terms and Conditions (“Fees and Charges list”).

Other conditions and/or limitations may apply relating to cash withdrawals. If applicable, information in this respect can be consulted in the Appendix I to the General Terms and Conditions (“Fees and Charges list”).

9. Acceptance of the Card

The Bank can under no circumstances be held liable if a merchant, company or bank that accepts Mastercard credit cards does not allow the Cardholder to use his Card. The Bank does not intervene in conflicts arising within this context between the Cardholder and the person who does not accept the Card.

Neither the Bank nor the Company can be held liable if the Card is not accepted or if a transaction is not executed or is not correctly executed due to abnormal or unforeseeable circumstances beyond the control of the party invoking it, the consequences of which could not be avoided despite all precautions taken, or if the Bank or the Company acts on the basis of a mandatory rule or a rule of public order in accordance with Union or national law.

10. Statements of expenditure

If the Card has been used, the Bank issues every month a statement of expenditure to the Cardholder. The statements of expenditure are sent to the Cardholder by e-mail. An overview of the transactions made by the Cardholder by use of the Card can be consulted by the Cardholder via the App at all times.

The statement of expenditure mentions a reference to each of the transactions that have been carried out by the Cardholder with the Card and all movements on the technical account which is linked to the Card recorded by the Company since the previous statement of expenditure was drawn up. If available, these references include information on the beneficiary of each transaction concerned. Furthermore the statement of expenditure mentions:

- the value date of the transaction, as well as the amount of the transaction expressed in the currency in which the Current Account of the Cardholder has been debited or in the currency used for the transaction;
- any interest and/or charges due and, where appropriate, a breakdown of the amounts of those charges;
- per cash withdrawal, a fee calculated on the amount withdrawn, if any;
- the usage limit linked to the Card, if any.

Where applicable, the statement of expenditure mentions the exchange rate used and the amount of the transaction after that currency exchange. Transactions in foreign currency are always converted into euros at the exchange rate applicable on the bank business day on which the set-off occurs. The reference exchange rates applying to current account and payment services offered by the Bank are mentioned in Appendix I to the General Terms and Conditions ("Fees and Charges list").

The Cardholder undertakes to read this statement of expenditure every month and to inform the Bank immediately via the chat of the App if an unauthorized and/or incorrectly executed transaction is detected. If the Cardholder does not object immediately, and, in any event, within thirteen (13) months of the date on which the information was made available, the statement of expenditure shall be deemed approved by the Cardholder.

11. Payment modalities

If (a) transaction(s) is/are carried out with the Card by the Cardholder, the amount related to the transaction(s) will not immediately be deducted from the balance on the Current Account. Only a few days after the Bank has made the statement of expenditure available to the Cardholder, the global amount of transactions settled with the Card mentioned on the statement of expenditure will be debited from the Current Account. However, the amount of cash withdrawals made with the Card shall be immediately deducted from the cash withdrawal limit as defined in Article 8 of these Credit Card Terms. If a Card limit would apply due to the Cardholder's use of the Card management options as referred to in Article 7 of these Credit Card Terms, amounts used for expenses made with the Card shall be immediately deducted from the Card limit concerned.

The Cardholder authorises the Bank, without reservation, to pay to the Company the total amount mentioned on the statement of expenditure once a month. The Cardholder undertakes to provide his Current Account with sufficient funds to cover the expenses made with the Card at all time. The payment is made by debiting the Current Account up to the amount as indicated in the statement of expenditure. Should the available balance of the Current Account be insufficient, the Bank will have the possibility to charge a 6% interest rate, without notice of default, on the remaining non repaid amount. The Bank furthermore reserves the right to allow in such cases a negative balance on the Current Account due to the Cardholder's use of the Card. In the latter case and unlike to what is applicable in case of an ordinary unauthorised debit balance (not linked to the use of the Card) on the Current Account, a debit interest is due without notice of default. This debit interest rate is 6%, calculated on the amount of the unauthorized debit balance on the Current Account due to the use of the Card.

If the Cardholder fails to rebalance his Current Account within sixty (60) calendar days, the Bank reserves the right, without prejudice to other costs and sanctions applicable to such an excess, to terminate this contract, to block the Card and to demand immediate payment of all outstanding amounts. The Bank also reserves the right in this case to reclaim the Card from the Cardholder.

The Bank cannot be held liable for any additional costs charged to the Cardholder for the use of the Card by any third party (e.g. merchants or third party banks).

The Cardholder is able to repay part or all of the amount used for expenses made with the Card before the authorized monthly payment as operated by the Bank as referred in the second paragraph of this Article. Such transaction by the Cardholder ensures that the amount to the extent of the early repayment is re-included in the monthly card limit, if applicable, and allows the Cardholder to make use of the amount concerned again within the monthly period concerned.

12. Precautions to be taken by the Cardholder

In addition to a general duty of care, the Cardholder is obliged to take the precautionary measures provided for with regard to debit cards in the General Terms and Conditions, including, but not limited to, keeping the personalised security features secure and disabling the Card via the App and informing the Bank without delay in case of any loss, theft, fraudulent use, suspicious or unauthorised use of the payment instrument through the App or by following the steps in the FAQ.

In addition, the Cardholder must take the following precautions:

- the Cardholder must always keep the Card in his possession or in a safe place that is not accessible to third parties. He will never leave the Card in public places or in a way that encourages theft.
- the Cardholder must do everything in his power to prevent a merchant from stepping out of the Cardholder's sight and control with the Card in order to carry out a transaction. The Cardholder must accompany the merchant and ensure that no digital or physical copy of the Card is made. If the Cardholder is nevertheless disturbed in his control of the merchant's actions with his Card, the Cardholder must check on receipt of his Card to ensure that he has recovered his original Card and not a copy.
- when using ATMs or POS terminals, the Cardholder must be aware of any foreign elements at the ATMs or POS terminals (e.g. a slot into which the Card must be inserted that looks different from normal, foreign receptacles that have been fitted to the ATM).
- the Cardholder must only enter the data of the Card (e.g. card number and expiry date) on reliable and secure (https) sites.

13. Loss, theft or misuse of the Card

The following risks are associated with the use of the Card: fraudulent transactions by third parties as a result of loss, theft or counterfeiting of the Card or as a result of misuse of the Card data obtained by means of data hacking (illegal acquisition of information by breaking into the computer systems of merchants, banks, managers of payment systems,...).

In the event of loss, theft or a wrongful or unauthorised use of his Card, the Cardholder must immediately notify the Bank in accordance with Section IV.C.2.c).iv of the General Terms and Conditions. More information is available on the website of the Bank.

The Card can also be blocked by the Cardholder in the App, by using the card management options as referred to in Article 7 of these Credit Card Terms.

The liability in respect of the loss, theft or misuse of the Card is provided for in Section IV.C.2.c).vi of the General Terms and Conditions.

14. Disputed transactions

Neither the Bank nor the Company is liable for defects in (the delivery of) the goods and/or services purchased with the Card. In the event of such defects, the Cardholder must address himself directly to the merchant that accepted the Card who provided the goods or services.

If the Cardholder contests a transaction for reasons other than defects in the goods or services, he must immediately contact the Company, either by telephone or in writing via the number or at the address as mentioned above. After this notification, the Company will investigate whether or not the dispute is well-founded. More information is available on the websites of the Bank and the Company.

The Company is obliged to provide proof that the payment transaction is authenticated, correctly registered, booked and not affected by a technical malfunction or any other failure of the services offered by the Company. These paragraphs do not affect the Cardholder's rights regarding the Bank's liability and complaints procedures before the Bank as set out in Section IV.C.2.a).vi of the General Terms and Conditions.

When a Cardholder denies that he has authorised an executed payment transaction, the fact that the use of the Card has been recorded by the Bank does not in itself necessarily constitute sufficient proof that the payment transaction has been authorised by the Cardholder or that the Cardholder has acted fraudulently or has deliberately or with gross negligence failed to fulfil one or more of his obligations.

15. Termination of the contract

The Bank may cancel the Card at any time upon request of the Cardholder. This request should be sent to the Bank through the App.

If the Cardholder closes his Current Account or terminates his Membership, he makes sure any physical Card is immediately destroyed (in particular the chip and magnetic strip) as soon as possible after closing of the Current Account or termination of the Membership.

After the cancellation of the Card, the Cardholder is liable for all transactions that took place with the cancelled Card and all other debts arising from the use of the Card.

The Cardholder is liable for the debit balance of the Current Account as well as for all other commitments he has entered into towards the Bank through the use of the Card or the data it contains. The Cardholder undertakes to put an end to all subscriptions or other periodic expenses that are paid for by debiting the Current Account.

16. Right of revocation

If this agreement has been concluded at a distance or outside the Bank, the Cardholder has a right of withdrawal on the basis of which he can, for a period of fourteen (14) calendar days, without charge and without giving any reason, withdraw from the agreement.

The further modalities of this right of revocation are further explained in Section III.C. of the General Terms and Conditions.

The signing of the Card or, if applicable, the use of the Card before the expiration of the fourteen (14) calendar day revocation period is considered as the Cardholder's consent to start the service.