

GENERAL TERMS AND CONDITIONS

1. Introduction

The present general terms and conditions govern the use of POST Finance services. They are supplemented by a price list, special conditions for certain services (e.g. the use of credit cards) and a notice on personal data. All these contractual documents are available on the post.lu website and at points of sale. These conditions apply for an indefinite period of time from the date of subscription to a service.

2. Terms and Conditions for the provision of Services Before subscribing to a service, please check that the service meets your needs, that you understand how it works and that you know your legal and regulatory obligations. Subscription to a service is always subject to our acceptance.

Please note that we may use third parties to provide you with the services you request. However, it is understood that such subcontracting does not affect our liability to you.

To enable us to provide you with the services you have requested, we will ask you to provide the necessary documents and information to POST Finance or to external service providers, where appropriate. You should keep them up to date, especially if your contact details (address, email, telephone number) or tax identification number change.

You make reasonable use of the resources and services we make available to you and are responsible for the proper use of our services, in particular with regard to means of payment such as payment cards or our online banking tools (eboo, Multiline, Payconiq). Your security details (such as your login and password) are personal, non-transferable and should be used with care, taking appropriate security and storage measures. With regard to safety, we provide an obligation of means.

You must immediately notify us of any suspected or actual unauthorised or fraudulent use of the services, misappropriation, loss or theft of your data and/or means of payment.

The computer programmes, cards and instructions for using our services remain our property. A user licence is granted to you exclusively in connection with the provision and use of these services. This does not transfer our intellectual property rights.

3. Account

Your account balance must be within the authorised usage limits. In the event of an unauthorised overrun, you must fund your account as soon as possible to put a stop to the situation. We may offset the amounts concerned against any credit balance you have with us.

If you notice any errors in transactions on your account, please inform us at the latest by the end of the month following the date of the transaction in question. In the absence of a complaint and except for obvious material errors, these transactions will be considered valid and accepted. We may automatically correct any material error in the credit or debit of your account.

If you are a minor, you can apply to open an account, with the agreement of your legal representative and his/her joint and several guarantee for any debts. If you are over 15 years old, you can manage your account yourself unless your legal representative objects. In this case, their signature will be required for managing the account. We will remove the mandates of legal representatives when you reach the age of majority.

Where an account has more than one holder (joint account), each joint holder may dispose of the assets by their own signature and is jointly and severally liable to us for the transactions carried out on the account and the debts on the account. Each joint holder may decide at any time to withdraw from the account, in which case any operation (in particular the closure of the account and the allocation of the assets) subsequent to this withdrawal requires the agreement of all the joint holders. A joint holder may also waive their rights and obligations on the account, in which case they shall remain liable for any overspending relating to transactions carried out prior to receipt of the waiver notification.

In the event of revocation of a mandate on an account, this revocation shall take effect 3 working days after its receipt by POST Finance. This period shall also apply in the event of information on the death of the holder, joint holder or authorised representative on an account.

The amounts deposited on your account are guaranteed up to 100,000.00 euros by the Fonds de Garantie des Dépôts Luxembourg.

4. Payment Transactions

Payment transactions can only be executed if there is a sufficient balance in your account and on the basis of a means and wording that comply with our standards.

Any payment transaction initiated is considered authorised when you confirm it by signature, strong authentication or any other means provided for by the applicable conditions.

If there is no execution date, the payment order will be executed on the date of receipt. Upon receipt, a payment order is irrevocable, except in cases explicitly provided for by law and for payment orders with an execution date later than the date of receipt. When you cancel a series of payment transactions, any subsequent payment transactions are deemed to be unauthorised. If the payment order has already been made, we can make a cancellation request to the beneficiary's bank.

You shall bear the losses caused by unauthorised payment transactions if they are the result of fraudulent conduct on your part or because you have intentionally or as a result of gross negligence failed to meet your obligations. We do not verify beneficiary account numbers on a payment order.

5. Direct debits

Where you have given a third party beneficiary a direct debit mandate on your account so that they can make a payment from your account on their own initiative (e.g. in the case of a SEPA direct debit), we do not check the terms, authenticity or amounts stated on the mandate. We do not guarantee the performance of the beneficiary's obligations.

Requests for payment received as a direct debit are considered as instructions to withdraw the amount indicated from your account in favour of the beneficiary.

When a payment transaction is initiated by or through the beneficiary (e.g. in case of direct debit), you can request a refund within 8 weeks. All direct debit mandates expire 36 months after the last direct debit.

6. Cards

We can issue you with one or more cards (debit and/or credit). The cardholder (and joint cardholder, if there is one) are responsible for the payment of amounts due by virtue of the use of these cards. A card with a signature bar must be signed by the holder. The card is automatically renewed, unless the cardholder waives in writing or we refuse, 1 month before its expiry date.

We retain ownership of the cards issued. You must destroy them or return them without delay upon request from us.

If you are a minor, you can only apply for a debit card and/or an Easy VISA card.

We will debit your account for cash withdrawals and/or payment transactions initiated with the card. By signing a receipt or presenting the card (in particular during a contactless transaction and/or by using the security data), you acknowledge that you owe the merchant the amounts requested.

7. Changes

From time to time we may need to change the terms and conditions of our services. If this happens, we will notify you of the change at the latest 2 months before it comes into effect. After this period, the amendment is deemed to have been accepted.

Changes in interest or exchange rates that are more favourable to you will be applied without notice.

8. Suspension/termination

We reserve the right to suspend, block, limit or terminate one or more services unilaterally and without notice, e.g. in the following cases:

a) non-compliance with the terms and conditions or misuse of the services (e.g. misuse of cards abroad or misuse of transfers abroad and/or in foreign currency), unauthorised, unlawful, fraudulent or undermining or potentially undermining the security of a service;

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- b) legal or regulatory obligation and/or a decision of a competent authority (national or foreign);
- c) failure to settle your debit balance;
- d) no use made of the account for 24 months;
- e) insolvency or initiation of proceedings to recover an unauthorised debit;
- f) safeguarding your interests, particularly in the event of incapacity;

You can terminate each service with 1 month's notice. The termination of a joint account must be requested by all joint holders.

In the event of termination of an account, you are required to have paid any outstanding amounts by the date of termination. If the balance is positive, it will be transferred to the account you designate for this purpose, subject to the amounts in progress. We reserve the right to block outstanding payments and/or card transactions on your account. These amounts will be returned in the monthly statement of card transactions.

The termination of one card does not automatically terminate the other cards linked to the account. If you are a joint account holder, you may terminate any card linked to your account. However, you remain liable for transactions carried out with this card until it is effectively returned or destroyed and for outstanding amounts not yet notified.

9. Liability

We may only be held liable in the event of gross negligence, i.e. in the event of particularly serious negligence. Thus, we are not liable for damages:

- a) indirect, intangible, uncertain, loss of opportunity, data, image, damage to reputation;
- b) relating to merchants to whom the card is presented, including refusal to accept the card;
- c) due to technical problems that prevent the use of the card;
- d) in the event of difficulty connecting to our website, incorrect configuration or malfunction of the device used, the secure authentication procedure, terminals or vending machines managed by a third party;
- e) related to the failure to receive our communications;
- f) arising from foreign regulations;
- g) related to the authenticity of the documents produced;
- h) arising from any event likely to disrupt, disorganise or interrupt our services in whole or in part, even if such events are not force majeure.

10. Communication

We will communicate with you via eboo online banking or by post (if you are a professional without access to eboo) to inform you and give you notifications about our services. You are therefore invited to regularly consult your eboo online bank or your postal mail. Communications sent to a joint holder are binding on the other joint holders. You can communicate with us via eboo online banking, by mail, via the call centre or at a point of sale. In order to ensure the proper follow-up of any request from you, we invite you to indicate your IBAN account number in any communication addressed to POST Finance.

Any notification of suspension or termination shall be sent by registered mail, by secure message in the eboo online bank or at a point of sale. These notifications are taken into account 3 working days after receipt.

Our books and documents, the records in our ATMs, terminals, online banking or other computer systems shall prevail in our dealings with each other and with third parties. You acknowledge that the computer resources used in the context of the services have a legal value and constitute valid proof. The same applies when you carry out transactions via an online or remote banking tool by means of an electronic signature or any other accepted validation process.

11. Inheritance

We will need to be informed of your or your joint holder's death as soon as possible. Otherwise, we decline all responsibility. Your account will be blocked as from the notification of the death and on the express request of an heir or notary (for all the heirs). We will grant restitution of all or part of the assets on the basis of documents establishing the devolution of the estate and the written agreement of all beneficiaries.

In the case of a joint account, the death of one of the co-holders does not change the applicable conditions. The disposal of the assets on the account after the death of a co-owner can be done against the signature of a surviving co-owner or the rightful claimants of the deceased co-owner.

12. Claims

If you have any questions or complaints, please contact us:

- a) by email to reclamation.finance@post.lu;
- b) via the contact form on our website post.lu;
- c) via the call centre, on 8002 8004 from Luxembourg (free call) or on +352 2424 8004 from abroad;
- d) at our points of sale - a brochure on consumer rights is available there;
- e) by post addressed to POST Finance, Service Réclamation, L-2997 Luxembourg; or
- f) via any other means given on our post.lu website.

If you do not receive an answer or a satisfactory response, you can contact the Director responsible for handling complaints at POST Finance in accordance with the procedure available on our website post.lu.

If you do not receive an answer or a satisfactory response within one month, and as long as no other alternative dispute resolution body, an arbitrator, an arbitral tribunal or a court of law has examined it, you have 1 year after sending your complaint to POST Finance to send it to the CSSF (Commission de Surveillance du Secteur Financier). This alternative dispute resolution procedure is available on their website at www.cssf.lu. The CSSF provides a specific procedure concerning the payment services covered by the amended law of 10/11/2009 on its website.

If the Contract is concluded online or by any electronic means, you may have recourse to the European Commission's online dispute resolution platform.

Our contractual relationship is subject to Luxembourg law and courts, unless another law applies under consumer protection rules. The French version of these conditions shall prevail.