

FOR INFORMATION ONLY-NON-CONTRACTUAL DOCUMENT

BANK CARD CONTRACTS – GENERAL TERMS AND CONDITIONS

FOREWORD

The **Bank Card Contract** (hereinafter referred to as the « Contract ») is comprised of the following documents:

- These General Terms and Conditions, comprised of two parts:
 - Part I, “General Terms and Conditions of the Card common to all Templates”,
 - Part II, “General Terms and Conditions of the Card specific to each Template”,
 - The appendix “General Terms and Conditions of the ‘PIN by SMS Message’ service”.
- The Specific Terms and Conditions,
- The price schedule.

In this Part I, this Contract sets forth the rules governing the operation of the Card independently from those rules that are specific to the Bank Card Template(s), the brand name(s) of which is/are featured on the Card, and in Part II, the said specific rules. A bank card template (e.g.: CB, Mastercard, Visa, UnionPay International) refers to a unique set of rules, practices and implementation standards and/or guidelines that govern the execution of payment transactions in connection with a card (hereinafter “Template”).

PART I – GENERAL TERMS AND CONDITIONS OF THE CARD COMMON TO ALL TEMPLATES

ARTICLE 1: ISSUANCE OF THE CARD

The card (hereinafter the “Card”) is issued by the *Caisse Régionale*, whose property it remains, at the request of its clients who hold an account and/or of their duly appointed legal representatives, and subject to the acceptance of the said request.

The *Caisse Régionale* may refuse to issue a card. In this event, it informs the account holder (as defined in the Specific Terms and Conditions), at his or her request, of the reasons for its decision.

The *Caisse Régionale* prohibits the Cardholder (as defined in the Specific Terms and Conditions) from applying adhesive labels or stickers or from adding any inscription to the Card except for the hereinafter-designated signature.

The Cardholder undertakes to use the Card as well as its number exclusively within the framework of the Template(s), the brand name(s) of which is/are featured on the Card, and to comply with the rules pertaining to each of the said Templates.

The Card is strictly personal; its Holder is under obligation, as soon as they receive it, to sign it immediately, providing that a space designated for this purpose is present on the surface of the Card. The Cardholder is strictly prohibited from lending or giving up possession of the Card. When a signature box is featured on the Card, the absence of a signature justifies refusing to accept it.

The Cardholder undertakes to refrain from making any operational or physical alterations to the Card that might interfere in any way with its functionality or with that of electronic funds transfer at point of sale terminals (hereinafter “EFTPOS terminals”), vending machines (EFTPOS terminals and vending machines are collectively referred to hereinafter as “Electronic Devices”) or automatic teller machines (hereinafter “ATM”).

ARTICLE 2: PURPOSE OF THE CARD

2.1 The Card is a means of payment reserved for the exclusive use of the Cardholder, that may allow them, subject to the terms and conditions set forth in the Specific Terms and Conditions and in these General Terms and Conditions (Parts I and II), or in any other document agreed upon by the parties, to carry out payment transactions exclusively for the following purposes:

- (i) withdrawing currency from ATMs at branches of companies duly authorised to provide payment services and displaying the (one of) the brand name(s) featured on the Card, subject to availability and, with respect to branches of the companies referred to hereinabove, subject to the presentation of a currently valid form of identification;
- (ii) paying for purchases of goods or services from traders or service providers (hereinafter “Acceptors”), equipped with Electronic Devices displaying (one of) the brand name(s) featured on the Card, or remotely;
- (iii) paying for gifts or contributions to any entity duly authorised to collect or receive them, and who may use the Template(s), (one of) the brand name(s) of which is/are featured on the Card;
- (iv) charging or recharging an electronic purse;
- (v) transferring funds to any person duly authorised to receive such funds;
- (vi) cash back.

2.2 In the case where the Card requires systematic authorisation, however, it will not be accepted by the Acceptors

equipped with an Electronic Device who for technical reasons are not in a position to issue an authorisation request (e.g., some motorway toll booths, some carpark ticket machines, etc.).

2.3 The Card also makes it possible, where applicable, to access other services provided by the *Caisse Régionale* and governed by specific provisions.

2.4 This Card is to be used exclusively for non-professional purposes. The Cardholder undertakes to refrain from using it in any fashion that differs from those defined or referred to hereinabove.

2.5 The *Caisse Régionale* makes available to the Cardholder so-called “contactless” technology, whose specific terms and conditions of operation are governed by articles 2, 4 and 7 of this Part I of the General Terms and Conditions and the Specific Terms and Conditions that relate to them.

“Contactless” technology allows for rapid payment of purchases of goods or services using the Electronic Devices of suitably equipped Acceptors, by means of a remote reading of the Card, without entering the PIN.

It is explicitly agreed with the Cardholder that in such cases the use of the Card with “Contactless” technology is subject to the provisions set forth hereinabove.

2.6 Cards issued for non-professional and/or non-commercial use in the European Economic Area (the European Union Member States, Iceland, Liechtenstein and Norway, hereinafter the “EEA”) are classified in three categories:

(i) debit, or (ii) credit, or (iii) prepaid.

The Cards belonging to the “debit” category are direct debit cards; the word “debit” is featured on their front side.

The Cards belonging to the “credit” category are deferred debit Cards and/or Cards backed by a revolving credit contract, within the meaning of the [French] Consumer Code. On their front

side, they feature either the word “credit”, when they are deferred debit Cards, or the word “credit card”, when they are Cards backed by a revolving credit contract. Cards belonging to the “prepaid” category feature the word “prepaid” on their front side.

2.7 An Acceptor may decide not to accept one or several categories of cards.

In this case, the Acceptor must inform the Cardholder clearly and unambiguously thereof. Therefore, before making a payment, the Cardholder must check that the category of the Card that they hold is accepted by the Acceptor.

ARTICLE 3: PERSONALISED SECURITY FEATURES

The personalised security features are personalised features supplied to the Cardholder by the *Caisse Régionale* for purposes of authentication.

3.1 PIN

3.1.1 The *Caisse Régionale* provides the Cardholder with a PIN that is issued to them confidentially, personally and, if applicable, exclusively, according to the means agreed to between the parties.

3.1.2 The Cardholder shall take all necessary precautions in order to ensure the safety of their Card and of the PIN, and in more general terms of any other item that constitutes a personalised security feature. They shall therefore keep their PIN entirely secret and shall not divulge it to anyone. In particular, they shall not inscribe it on the Card, nor on any other document. They must take care to enter it out of sight of third parties.

3.1.3 They shall use the personalised security features whenever they are so required by the Electronic Devices and shall be liable for any failure to do so.

3.1.4 The said PIN is indispensable to them for purposes of authentication when using Electronic Devices and ATMs displaying the brand name of the Card Template used, which are designed so that no transactions can be processed without entering the said PIN.

3.1.5 On Electronic Devices and ATMs, the number of successive attempts to enter the PIN is limited to three (3). At the third unsuccessful attempt, the Cardholder causes the Card to be invalidated and/or, if applicable, to be retained.

3.2 Other personalised security features

The *Caisse Régionale* may issue other personalised security features to the Cardholder, who is thereby obligated to use them.

3.2.1 When making a payment transaction, the Cardholder may be requested to authenticate themselves by using a biometric recognition device (e.g., a fingerprint reader on the Cardholder's mobile telephone).

3.2.2 When making an online payment on websites featuring the words “Verified by

Visa” or “Mastercard secure code”, the Cardholder shall enter, in addition to the references of the card, a one-time security code that may, in particular, be sent to them by SMS message (“one-time authentication device”).

The Cardholder shall provide the *Caisse Régionale* with the personal data required for the purpose of communicating the one-time security code (in particular, their mobile telephone number).

The number of successive attempts to enter the one-time security code is limited to three (3). At the third unsuccessful attempt, or in the event that the one-time security code is not entered within a certain time period, the Cardholder causes the transaction to be cancelled by the said one-time authentication device.

The Cardholder shall take all necessary precautions in order to ensure the safety of the one-time security code.

ARTICLE 4: FORM OF CONSENT AND IRREVOCABILITY

4.1 The Cardholder gives their consent to process a payment transaction, before or after its amount is determined, by:

- entering their PIN on the keypad of an ATM or of an Electronic Device, having confirmed the presence of (one of) the brand name(s) featured on the Card,
- inserting the Card into an Electronic Device without a keypad for entering the PIN,
- communicating and/or confirming the data relating to the remote use of the Card, if applicable via a digital wallet authorized by the Template(s) of (one of) the brand name(s) featured on the Card,

- communicating or using any personalised security feature in the context of a payment transaction,
- executing tickets issued by an Electronic Device, whether such tickets are destined for the Acceptor or for the Cardholder,
- presenting and holding the Card in front of a device that identifies the presence of so-called “contactless” technology. This description also applies when the Card is dematerialised and incorporated into another medium (such as a mobile telephone, for instance),

- using a biometric recognition device (e.g., a fingerprint reader on the Cardholder's mobile telephone).

4.2 In the case where the Acceptor offers such an option, it is agreed that the Cardholder may use the Card for a series of payment transactions hereinafter called “regular and/or instalment payments”, when purchasing goods and/or services. The Cardholder gives their consent to the series of transactions:

- remotely, by communicating and/or confirming the data connected to the use of the Card at the time of the first transaction, and

- if applicable, via a digital wallet authorized by the Template(s).

4.3 The Cardholder may also give their consent to the execution of a payment transaction at the start of the service for a maximum amount agreed with the Acceptor and the final amount of which is determined at the end of the service (e.g.: using a fuel dispenser). The maximum amount thereby authorised may have an incidence on the limits placed on the use of the Card as determined and notified by the *Caisse Régionale*.

4.4 As soon as consent has been given, the payment order is irrevocable.

However, the Cardholder may cancel the payment in the case where the Acceptor goes into receivership or files for bankruptcy, provided that the account of the Acceptor's payment service provider has not yet been credited with the amount of the payment transaction.

Moreover, with respect to regular and/or instalment payments, the Cardholder may withdraw their consent to the execution of a future transaction or series of transactions, at the latest on the business day preceding the date agreed for its execution.

4.5 Within the EEA, the *Caisse Régionale* remains a third party to any business dispute, i.e. to any dispute other than that which relates to the payment order, that might arise between the Cardholder and the Acceptor. In no circumstance may the existence of such a dispute justify the Cardholder's and/or the account holder's refusing to honour a payment.

ARTICLE 5: RULES GOVERNING THE USE OF THE CARD TO MAKE CASH WITHDRAWALS FROM ATMS

5.1 Cash withdrawals are possible within the limits determined and notified by the *Caisse Régionale* in the Specific Terms and Conditions and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

These limits may differ depending on whether the withdrawals are made:

- at the ATMs of the *Caisse Régionale* or of other establishments displaying the brand name of one of the Templates featured on the Card, subject to availability of funds at the ATM concerned;
- at branches displaying the brand name of one of the Templates featured on the Card, subject to availability of funds at the branch concerned as well as to the presentation of a valid identification document.

5.2 The recorded amounts of such withdrawals, as well as any commission fees, will be debited within the customary timeframe from the account with respect to which the Card operates. The amount of these transactions appears on the transaction statement referred to in article 6 hereunder.

5.3 The Cardholder and/or the holder of the account with respect to which the Card operates are legally responsible for ensuring that, prior to each and every withdrawal, the said account contains a sufficient available balance, and for maintaining the said balance until the corresponding debit.

ARTICLE 6: RULES GOVERNING THE USE OF THE CARD TO PURCHASE GOODS AND SERVICES FROM ACCEPTORS

6.1 The Card is a means of payment that shall be used exclusively to (i) pay for the purchase of goods and services, or (ii) donations and contributions, to Acceptors displaying (one of) the brand names featured on the Card.

6.2 Such payment transactions are possible within the limits determined and notified by the *Caisse Régionale* in the Specific Terms and Conditions and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

6.3 Payments by means of the Card are made pursuant to the terms and following the procedures applicable with the Acceptors displaying (one of) the brand name(s) featured on the Card. In principle, such terms and procedures involve the verification of personalised security features and, under certain conditions, as defined by the Template(s) whose brand name(s) are featured on the Card, a request for authorisation.

Cards that require systematic authorisation are accepted pursuant to the terms and following the procedures applicable with the Acceptors, except with respect to Electronic Devices that are not technically capable of issuing an authorisation request (e.g., some motorway toll booths, some carpark ticket machines, etc.).

6.4 When such terms and procedures involve the execution by the Cardholder of a ticket issued by the Acceptor and the Card supplied by the *Caisse Régionale* is compatible with such an execution, the authentication of the Cardholder's signature in relation to the sample signature inscribed on the Card is the responsibility of the Acceptor. In the case where the card does not feature a signature box, the signature's authenticity is verified by comparing it with the identification document presented by the Cardholder.

6.5 The Acceptor has the option of installing on the Electronic Device a system that gives priority to a payment brand name or application by way of its preselection. The Cardholder may by-pass the automatic preselection implemented by the Acceptor in the latter's Electronic Device by selecting another payment brand name or application among those that are displayed as "accepted" by the Acceptor.

6.6 The payment transactions received by the *Caisse Régionale* are automatically debited from the account with respect to

which the Card operates, pursuant to the provisions agreed to between the Cardholder and the *Caisse Régionale* within the price schedule set forth in the Main Banking Terms and Conditions applicable to personal customers and/or in the Specific Terms and Conditions and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

Even where such agreements provide for deferred payment, the *Caisse Régionale* shall have the right to debit immediately from the account with respect to which the Card operates by the amount of any payment transactions carried out by means of the Card, in the event of the death or legal incapacity of the Cardholder and/or account holder, of incidents of non-payment or incidents affecting the operation of the account (garnishing, etc.), or of the *Caisse Régionale* closing down the account or retaking possession of the Card, which decision shall be notified to the Cardholder and/or account holder by unregistered post or by any other means of communication agreed upon between the parties.

Similarly, the *Caisse Régionale* shall have the right to debit immediately from the account with respect to which the Card operates the amount of any payment transactions if the cumulative amount of such transactions exceeds a limit determined and notified by the *Caisse Régionale*.

With respect to payment transactions initiated remotely, the Cardholder is under obligation to follow a safety procedure in accordance with the measures agreed upon with the *Caisse Régionale*. The Cardholder may ask for the online payment service to be disabled.

6.7 The Cardholder and/or the holder of the account with respect to which the Card operates are legally responsible for ensuring that, prior to each and every payment transaction, the said account contains a sufficient available balance, and for maintaining the said balance until the corresponding debit.

In the case of deferred debit cards, the Cardholder and/or the holder of the account with respect to which the Card operates shall ensure that the account contains a sufficient available balance on the date on which payments made using the Card are debited.

6.8 The breakdown (amount, commission fees, exchange rates) of the payment transactions made by means of the Card that have been debited from the account is shown on a transaction statement issued to the holder of the account with respect to which the Card operates at least once per month and sent in paper format or in another durable format and/or made available to them by any other means previously accepted by the holder, in particular in digital format.

The Cardholder and/or the holder of the account with respect to which the Card operates is responsible for checking the regularity of the payment transactions shown on the transaction statement.

6.9 A payment transaction may possibly be refunded by the Acceptor only if a transaction in an equal or higher amount was previously debited [from the account]. Such a refund must be made with the same Card as was used for the initial transaction.

ARTICLE 7: RULES GOVERNING THE USE OF THE CARD TO PURCHASE GOODS AND SERVICES FROM ACCEPTORS IN "CONTACTLESS" MODE

7.1 "Contactless" payment transactions are authorised provided that the Cardholder has consented thereto pursuant to the "contactless" procedure described in article 4.1 hereinabove.

7.2 The record of the payment transaction may be shown on the ticket issued by the Electronic Device located on the premises of the Acceptor.

7.3 For security reasons, both the maximum amount of each separate transaction in "contactless" mode as well as the maximum cumulative amount of successive transactions in "contactless" mode may, if applicable, be limited in their amount pursuant to the conditions set forth in the Specific Terms and Conditions. Consequently, above the said maximum cumulative amount, a payment transaction requiring the PIN to be entered must be made by the Cardholder in order to continue to use "contactless" mode and to reset the maximum cumulative amount available.

In the case of use with an Electronic Device that can only accept payments in "contactless" mode, the Cardholder is informed and accepts that their payment may be rejected pursuant to the provisions of this article, and that in such an event they shall have to make:

- a payment in standard contact mode, entailing entering the PIN, elsewhere than on the said Electronic Device,
- a cash withdrawal, before they can use the said Electronic Device.

7.4 In "contactless" mode, the payment transactions received by the *Caisse Régionale* are automatically debited from the account with respect to which the Card operates based on the transactions recorded in "contactless" mode in the acceptance system or on their duplication on a durable electronic medium.

ARTICLE 8: RULES GOVERNING THE USE OF THE CARD TO TRANSFER FUNDS

8.1 The Card offers the possibility to issue an order to transfer funds to a person who is duly authorised to receive them (hereinafter the "Recipient").

8.2 Such transfers of funds and/or charges/recharges are possible within the

limits determined and notified by the *Caisse Régionale* in the Specific Terms and Conditions and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

8.3 Transfers of funds using the Card are carried out pursuant to the terms and procedures in force with the Recipients.

Special case: transfers of funds subject to systematic authorisation are carried out pursuant to the terms and procedures in force with the Recipients, with a systematic request for authorisation.

With respect to orders to transfer funds, the Cardholder is under obligation to follow a safety procedure in accordance with the measures agreed upon with the *Caisse Régionale*.

The Cardholder may ask for the online payment service to be disabled.

Charging/recharging an authorised electronic purse by means of the card is carried out pursuant to the terms and procedures in force with respect to the charging points, EFTPOS terminals or ATMs on which the authorised electronic purse's brand name is displayed.

8.4 Orders to transfer funds are automatically debited from the account with respect to which the Card operates, pursuant to the provisions agreed to between the Cardholder and the *Caisse Régionale* within the price schedule set forth in the Main Banking Terms and Conditions applicable to personal customers and/or in the Specific Terms and Conditions and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

Even where such agreements provide for deferred payment, the *Caisse Régionale* shall have the right to debit immediately from the account with respect to which the Card operates the amount of the funds transferred or of the request to charge/recharge an authorised electronic purse, in the event of the death or legal incapacity of the Cardholder and/or account holder, of incidents of non-payment or incidents affecting the operation of the account (garnishing, etc.), or of the *Caisse Régionale* closing down the account or retaking possession of the Card, which decision shall be notified to the Cardholder and/or account holder by unregistered post or by any other means of communication agreed upon between the parties.

Similarly, the *Caisse Régionale* shall have the right to debit immediately from the account with respect to which the Card operates the amount of any order to transfer funds if the cumulative amount of such orders to transfer funds exceeds the limits determined and notified by the *Caisse Régionale*.

8.5 The Cardholder and/or the holder of the account with respect to which the Card operates shall ensure that, on the date

they issue an order to transfer funds by means of the Card or a request to charge/recharge an authorised electronic purse, the account with respect to which the Card operates contains a sufficient available balance, and they undertake to maintain the said balance until the corresponding debit.

In the case of deferred debit cards, the Cardholder and/or the holder of the account with respect to which the Card operates shall ensure that the account contains a sufficient available balance on the date on which payments made using the Card are debited.

8.6 Subject to exceptions, the breakdown (amount, commission fees, exchange rates) of transfers of funds made by means of the Card and of requests to charge/recharge an authorised electronic purse made by means of the Card that have been debited from the account, is shown on a transaction statement issued to the holder of the account with respect to which the Card operates at least once per month and sent in paper format or in another durable format and/or made available to them by any other means previously accepted by the holder, in particular in digital format.

The Cardholder and/or the holder of the account with respect to which the Card operates is responsible for checking the regularity of the payment transactions shown on the transaction statement.

8.7 Within the EEA, the *Caisse Régionale* remains a third party to any business dispute, i.e. to any dispute other than that which relates to the order to transfer funds or to the request to charge/recharge an authorised electronic purse, that might arise between the Cardholder and the Recipient. In no circumstance may the existence of such a dispute justify the Cardholder's refusing to honour a transfer of funds and/or a request to charge/recharge an authorised electronic purse.

8.8 A transfer of funds may possibly be refunded by a Recipient only if a transfer in an equal or higher amount was previously debited [from the account]. Such a refund must be made with the same Card as was used for the initial transaction.

ARTICLE 9: RECEPTION AND EXECUTION OF PAYMENT ORDERS

9.1 In order to comply with the regulations in force, the *Caisse Régionale* advises the Cardholder that the payment order is received by the *Caisse Régionale* at the time when it is transferred to the *Caisse Régionale* by the Acceptor's payment service provider via the said payment order's clearing and settlement system.

9.2 When the payment order is executed within the EEA, the *Caisse Régionale*, as from the time the payment order is received, has a time period of one (1) business day within which to credit the

account of the Acceptor's payment service provider.

9.3 With respect to cash withdrawals, the *Caisse Régionale* advises the Cardholder that the withdrawal order is executed immediately through the remittance of cash to the Cardholder.

ARTICLE 10: LIABILITY OF THE CAISSE REGIONALE

10.1 When the Cardholder denies having given their consent to perform a payment and/or withdrawal transaction, the *Caisse Régionale* is responsible for proving that the transaction was authenticated, duly recorded and accounted for in accordance with the highest current professional standards and that it was not affected by a technical fault. Such proof can be established by any available means, particularly files recorded on Electronic Devices, or their duplication on an electronic medium, that relate to the use of the Card and of the personalised security features.

The *Caisse Régionale* may use such recorded files to justify their being charged to the account with respect to which the Card operates.

10.2 The *Caisse Régionale* is liable for the direct losses incurred by the Cardholder that are caused by a technical fault of the payment system over which the *Caisse Régionale* exercises direct control. However, the *Caisse Régionale* is not liable for any loss caused by a technical fault if the Cardholder was advised thereof by a message displayed on the ATM or in an otherwise visible manner.

ARTICLE 11: ADMISSIBILITY OF CANCELLATION OR BLOCKING REQUESTS

For the purposes of this Contract, the term "blocking" may also be referred to by the term "cancellation".

11.1 As soon as they become aware of the loss or theft or their Card, of its misappropriation, of any fraudulent use of the Card or of the data or features connected with its use, the Cardholder and/or the account holder shall advise the *Caisse Régionale* immediately in order to request that their Card should be blocked, citing the motives for their request.

11.2 This cancellation request must be made:

– at the *Caisse Régionale* during its opening hours, in particular by telephone, email, Internet, fax or in the form of a signed, written statement delivered in person;

– or, in general terms, at the *Caisse Régionale's* General Centre for Cancellation (*Centre Général d'Opposition*), open 24/7, by calling the telephone number listed in particular in the Specific Terms and Conditions and on the back of the Card.

11.3 The Cardholder and/or the holder of the account with respect to which the Card

operates will be issued with a cancellation request registration number.

A record of the cancellation is kept for a period of eighteen (18) months by the *Caisse Régionale*, who shall supply it on request from the Cardholder and/or the holder of the account with respect to which the Card operates, over the same time period.

The cancellation request shall be processed immediately.

11.4 Any cancellation request that has not been made in the form of a written statement executed by the Cardholder and/or by the holder of the account with respect to which the Card operates must be confirmed without delay, by a letter delivered in person or sent by registered post with return receipt requested, to the branch that manages the account with respect to which the Card operates.

If challenged, the cancellation request shall be deemed to have been issued on the date on which the *Caisse Régionale* received the said letter.

The circumstances of the theft/loss/misappropriation/fraudulent use shall be recorded in a written statement executed by the Cardholder and/or by the holder of the account with respect to which the Card operates.

11.5 In no event can the *Caisse Régionale* be deemed liable for the consequences of a cancellation request that is made by telephone, email, Internet and/or fax, by someone other than the Cardholder and/or the holder of the account with respect to which the Card operates.

11.6 In cases of theft, fraudulent use of the Card or misappropriation of the data connected to its use, the *Caisse Régionale* may ask the Cardholder and/or the account holder for a receipt confirming that a complaint has been lodged. The reimbursement of the disputed transactions is not subject to the fulfilment of this request.

ARTICLE 12: LIABILITY OF THE CARDHOLDER AND OF THE CAISSE REGIONALE

12.1 Principle

The Cardholder must take every precaution to conserve their Card and to preserve the secrecy of the personalised security features attached to it, in particular the PIN. They must use it in accordance with purposes specified in article 2 hereinabove. As indicated in article 12.2 hereinbelow, they accept responsibility for the consequences of the use made of Card until they have made a cancellation request pursuant to the terms set forth in article 11 hereinabove.

12.2 Unauthorised transactions initiated prior to the cancellation request
Transactions subsequent to the loss or theft of the Card are borne by the Cardholder within a limit of fifty euros (50 €).

However, their liability is not incurred:

– in the case of payment transactions initiated without using the personalised security features;

– in cases where the loss or theft of the Card could not come to the Cardholder's attention prior to the payment;

– when the loss of the Card is caused by the actions or omissions of an employee, an agent or a subsidiary of the *Caisse Régionale*, or an entity to which the *Caisse Régionale* has subcontracted its activities. However, when the Acceptor's payment service provider is neither in the EEA, nor in Saint Pierre et Miquelon, nor in Saint-Barthélemy, then the transactions subsequent to the loss or theft of the Card are borne by the Cardholder within a limit of fifty euros (50 €) even in the case of payment transactions initiated without using the personalised security features.

Unauthorised transactions attributable to forgery of the Card or to the unauthorised use of the data or features connected with its use are borne by the *Caisse Régionale*.

12.3 Unauthorised transactions initiated after the cancellation request

They are also borne by the *Caisse Régionale*, except for those initiated by the Cardholder.

12.4 Exceptions

All unauthorised transactions are borne by the Cardholder, with no upper limit as to the amount, in the event of:

- a serious breach, whether intentional or due to serious negligence, of the obligations set forth in articles 11, 3 and 11.1 hereinabove;
- fraudulent behaviour on the part of the Cardholder.

ARTICLE 13: LIABILITY OF THE ACCOUNT HOLDER

When they are not the Cardholder(s), the account holder(s) are jointly and severally liable for the financial consequences for which the Cardholder is liable based on the Cardholder's obligation to conserve the Card and to preserve the personalised security system, particularly the personalised security features and their use:

- until the Card is returned to the *Caisse Régionale*;
- or, in the event that the Cardholder's power of attorney is cancelled, until the *Caisse Régionale* is notified thereof by one of the account holders, by letter delivered in person in return for a receipt or sent by registered post with return receipt requested. When they are not the Cardholders, the account holders responsible for such a cancellation decision are responsible for advising the Cardholder(s) thereof. Cancellation of the power of power of attorney entails the immediate termination of the contract with the former agent and Cardholder and the immediate withdrawal of their right to

use the Card. The account holder(s) take responsibility for any dispute that may arise subsequently as a consequence of their decision;

- or, until the joint account agreement is rescinded, on condition that all interested parties have been notified thereof.

ARTICLE 14: CONTRACT TERM AND TERMINATION

14.1 This Contract is entered into for an unlimited term.

14.2 It may be terminated in writing at any time by the Cardholder or by the holder of the account with respect to which the Card operates or by the *Caisse Régionale*. As from six months following its conclusion, this Contract may be terminated at no cost. Termination by the Cardholder is effective thirty (30) days after the date on which they send the *Caisse Régionale* notification thereof. Termination by the *Caisse Régionale* is effective two (2) months after the date on which they send the Cardholder notification thereof, except in the case described in article 13 hereinabove.

14.3 The Cardholder and/or the holder of the account with respect to which the Card operates undertake to return the Card and to fulfil all of the contractual obligations conferred on them in the context of this Contract, until its termination becomes effective.

14.4 As from termination, the Cardholder is no longer entitled to use the Card and the *Caisse Régionale* may take all useful measures to this effect.

ARTICLE 15: CARD VALIDITY PERIOD – CARD RENEWAL, CANCELLATION AND RESITUATION

15.1 The Card is subject to a validity period, the expiration date of which is inscribed on the Card itself. The Card's limited validity period, which is required in particular for technical and security considerations, does not affect the unlimited term of this Contract.

15.2 On its expiration date, the Card's physical medium is automatically renewed, except if the contract has been terminated pursuant to the terms set forth in article 14 hereinabove.

15.3 The *Caisse Régionale* shall inform the Cardholder of any suspicion of fraud, confirmed fraud or security risk, by telephone, SMS message or any other communication channel agreed upon between the parties.

15.4 In addition to cases of cancellation in connexion with the management of the Holder's account(s), the *Caisse Régionale* may cancel the Card for security reasons or in the presence of transactions presumed to be unauthorised or illicit or in the presence of significantly increased risk that the Cardholder and/or the holder of the account with respect to which the Card

operates may be unable to fulfil their payment obligations.

15.5 Such a cancellation decision must be systematically substantiated and notified to the Cardholder and/or to the holder of the account with respect to which the Card operates, by unregistered post or by any other means of communication agreed upon between the parties.

15.6 In such cases, the *Caisse Régionale* may withdraw the Card or have it withdrawn by an Acceptor or by a person duly authorised to provide payment services, in particular through its ATMs or branches.

15.7 The Cardholder therefore undertakes to return the Card when first requested to do so and undertakes to refrain from using it.

15.8 Closure of the account with respect to which one or several Cards operate entails the obligation to return the Card(s) concerned. The same applies when a joint account agreement is rescinded. The definitive statement of account may not be drawn up less than one (1) month from the date on which the Card(s) were returned.

ARTICLE 16: CLAIMS

16.1 The Cardholder and/or the holder of the account with respect to which the Card operates may raise a claim with their branch with respect to a transaction, presenting if possible the ticket issued by the Electronic Device or other written proof of the disputed payment transaction, and as soon as possible and within a maximum time period of thirteen (13) months as from the date on which the disputed payment order was debited from the account with respect to which the Card operates.

When the Acceptor's payment service provider is located neither in the EEA, nor in Saint Pierre et Miquelon, nor in Saint-Barthélemy, then the maximum time period within which the Cardholder and/or the holder of the account with respect to which the Card operates may raise a claim is fixed at seventy (70) days as from the date on which the disputed payment order was debited from the said account.

16.2 The Cardholder is entitled to be refunded for an authorised transaction carried out within the EEA if the authorisation granted did not specify the exact amount of the transaction and if the amount of the payment transaction exceeds the amount that the Cardholder is reasonably entitled to expect. In such cases, the *Caisse Régionale* may ask the Cardholder to supply any evidence relating to the requested refund.

The refund request must be presented before the expiration of a time period of eight (8) weeks as from the date on which the payment order that forms the subject of the request was debited from the account with respect to which the Card operates.

The *Caisse Régionale* has a time period of ten (10) business days, as from the date on which the request was received, in order to process the refund or to substantiate its refusal to do so.

16.3 The parties (the *Caisse Régionale* and the Cardholder) agree to make their best efforts to mutually inform each other with respect to the conditions of the transaction's execution.

ARTICLE 17: REIMBURSEMENT OF UNAUTHORISED OR DEFECTIVELY EXECUTED TRANSACTIONS

17.1 Unauthorised payment transactions

The Cardholder and/or the holder of the account with respect to which the Card operates is refunded immediately and, at the latest, on the first business day following reception of the claim raised against the transaction:

- in the amount of the transaction disputed in good faith by the Cardholder, in cases of loss and/or theft, fraudulent use and/or misappropriation of their Card and of the data and/or features attached thereto, where the said transaction occurred before the cancellation (or blocking) request pursuant to article 12.2;
- in the amount of the transaction disputed in good faith by the Cardholder, where the said transaction occurred after the cancellation (or blocking) request pursuant to article 12.3.

However, pursuant to statutory provisions, the *Caisse Régionale* shall not proceed with the refund within the above-mentioned time period if it has reasonable suspicion of fraud on the part of the Cardholder. In such cases, the *Caisse Régionale* shall inform the French Central Bank (*Banque de France*). As of now, the Cardholder authorises the *Caisse Régionale* to rectify the entries by means of reversal, i.e. by making a reverse entry to the entry that requires rectification, in the case where it has been established that the transaction was in fact authorised by the Cardholder or was attributable to fraud, intentional breach or serious negligence on the part of the Cardholder pursuant to article 12.4.

17.2 Defectively executed transactions

The Cardholder and/or the holder of the account with respect to which the Card operates is refunded immediately, if required, in the amount of any defectively executed transaction.

17.3 Common provisions

In all of the cases listed hereinabove, the debited account is restored, at the correct value date, to the state in which it would have found itself if the disputed amounts had not been debited in the first place.

ARTICLE 18: COMMUNICATION OF INFORMATION TO THIRD PARTIES – INFORMATION TECHNOLOGY AND CIVIL LIBERTIES – BANK SECRECY

18.1 The personal data relating to the Cardholder and/or to the holder of the account with respect to which the Card operates, if they are adult(s), or to their legal representative(s), if they are minor(s), that is collected by the *Caisse Régionale* acting in its capacity of data controller when, in the context of this Contract, the Card or its associated services are used, is required for the purposes of the Card's issuance and administration. Such data as well as the transactions performed by means of the Card may be subjected to automatic processing, for the purposes and maximum time periods corresponding to the contractual relationship, extended by the applicable statutory conservation periods and statutes of limitations. The *Caisse Régionale* shall make use of them mainly for the following purposes: manufacturing the Card, configuring and personalising the Card and its associated services, sending the PIN by SMS message or by post if the Cardholder has subscribed to such services, execution of payment orders and administration of "cash back" requests, managing the Card's operation, dematerialisation of payments and associated services through the issuance, communication and storage of data on secure media/digital wallets, managing secure, simplified authentication methods, understanding clients, managing banking and financial relationships, debt collection, business development and promotion, statistical research, risk assessment and management, payment security, security and prevention of non-payment and fraud.

18.2 The transactions and personal data of the Cardholder and/or the holder of the account with respect to which the Card operates, if they are adult(s), or of their legal representative(s), if they are minor(s), is covered by the rules of professional secrecy by which the *Caisse Régionale* is bound. However, in order to fulfil its statutory and regulatory obligations, the *Caisse Régionale* is sometimes required to divulge data to statutorily authorised judicial or administrative authorities.

18.3 Moreover, the Cardholder and/or the holder of the account with respect to which the Card operates, if they are adult(s), or their legal representative(s), if they are minor(s), explicitly authorise(s) the *Caisse Régionale* to share any data relating to them as well as any updates thereof with the following third parties:

– the leading entity of the Crédit Agricole Group, as defined by the [French] Monetary and Financial Code, so that it may fulfil its legal and regulatory obligations for the benefit of the entire Group, particularly with respect to prudential reporting to any and all competent authorities and regulators;

– any entity belonging to the Crédit Agricole Group, for purposes of business development and entering into other contracts (subject to compliance with the statutory provisions applicable

thereto), in cases where resources are pooled or where companies form a group;

– tradespeople who accept payment by means of the Card in order to ensure the security of payments;

– subcontractors of the *Caisse Régionale*, in particular those who participate in the administration of the Card and in the range of cards available, for the sole purpose of accomplishing the subcontracted tasks;

– so as to be able to benefit from the advantages procured by any partnership scheme to which they may have subscribed: any partners of the *Crédit Agricole* in the said scheme and for the sole purpose thereof;

– Ombudsmen, legal professionals and ministerial officers acting in their debt collection capacity.

The Cardholder and/or the holder of the account with respect to which the Card operates, if they are adult(s), or their legal representative(s), if they are minor(s):

– also authorise(s) the *Caisse Régionale* to share their personal contact details (name, address, telephone number) with research and polling organisations, acting exclusively on behalf of the *Caisse Régionale*, for statistical purposes, knowing that they are not under any obligation to respond to requests of this nature and that their data is destroyed after processing;

– and finally, authorise(s), if applicable, the sharing of data relating to them with one or several companies belonging to the *Crédit Agricole* Group that are tasked with operational risk management and prevention (risk assessment, security and prevention of non-payment and fraud, prevention of money laundering...) for the benefit of the entire Group. Upon request, the list of recipients who may receive data concerning them shall be provided to them by the *Caisse Régionale*.

– may also, at any time, in accordance with the law, access any data relating to them, ask for it to be rectified, object to its communication to third parties or to its use for commercial purposes by the *Caisse Régionale*, by letter sent to the *Caisse Régionale* by unregistered post. Postage fees shall be refunded upon request.

– are advised that in the case of remote or point of sale transactions, personal data concerning them may be processed in a country whose level of statutory protection is not on a par with [that provided by] Convention N°108 of the Council of Europe or with the [French] Act of 18 January 1978, known as the "Information Technology and Civil Liberties" [Act], as amended by the [French] Act of 4 August 2004, in particular because the recipient(s) are located in such a country or because the data concerned may be stored in an IT centre located in such a country.

– declare that they have acquainted themselves with the manner in which their personal data is processed for the purpose of transactions that make use of payment templates other than the "CB" system and/or in countries that do not provide "equivalent protection" to that which is provided by the countries who have ratified Convention N°108 of the Council of Europe or by the Member States of the European Union.

– and are informed that some of their personal data may be transferred, as well as to the beneficiary of the payment order's bank and to the beneficiary, to the domestic authorities pursuant to the laws of the country in which the data are stored. In order to execute the payment order issued by the Cardholder and/or the holder of the account with respect to which the Card operates, if they are an adult, or their legal representative(s), if they are minor, processed by a Template other than the "CB" system and/or in countries that do not provide "equivalent protection" to that which is provided by the countries who have ratified Convention N°108 of the Council of Europe or by the Member States of the European Union:

– pursuant to this Contract, expressly authorise the *Caisse Régionale* to transfer personal data relating to them to real and legal persons located in such countries, for the sole purpose of executing the payment order issued by the Cardholder and/or the holder of the account with respect to which the Card operates, if they are an adult, or their legal representative(s), if they are minor, and they thereby waive their cancellation right in the case where the Card is used in a country that requests that such a transfer be made or with an Acceptor located in a country that requests that such a transfer be made for the order's execution to be possible.

ARTICLE 19: FINANCIAL TERMS

19.1 The Card is issued in consideration of the payment of a subscription fee, the amount of which is determined in the price schedule set forth in the Main Banking Terms and Conditions applicable to personal customers and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

This subscription fee is debited *ex officio* from the above-mentioned account, except if this contract is terminated pursuant to the terms set forth in article 14.2 hereinabove.

This subscription fee is refunded in the case where this Contract was terminated pursuant to the terms set forth in article 14.2 hereinabove.

The subscription fee shall be refunded *pro rata* on the basis of the time period between the date on which the subscription fee was debited and the effective termination date.

19.2 Other financial terms are determined and notified by the *Caisse Régionale* in the price schedule set forth in the Main Banking Terms and Conditions applicable to personal customers and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

ARTICLE 20: PENALTIES

20.1 Any false representation is liable to the penalties prescribed by law.

20.2 Any false representation or misuse of the Card may also result in termination as set forth in article 14 hereinabove.

20.3 Any real costs or expenses incurred for the purpose of collecting [outstanding debts with respect to the transactions] by virtue of an enforceable legal document (*titre exécutoire*) shall be borne jointly and severally by the Cardholder and/or by the holder of the account with respect to which the Card operates.

ARTICLE 21: MODIFICATIONS TO THE TERMS OF THE CONTRACT

The *Caisse Régionale* reserves the right to make modifications to these General Terms and Conditions and/or to the price schedule set forth in the Main Banking Terms and Conditions applicable to personal customers. Such modifications shall be notified to the Cardholder and/or to the holder of the account with respect to which the Card operates, either in paper format or in another durable format, two (2) months before the date of their entering into force. If no objection is notified to the *Caisse Régionale* within the aforementioned time period, the Cardholder shall be deemed to have accepted the modifications. In the event that the Cardholder and/or the holder of the account with respect to which the Card operates does not accept the modifications, they have the option of terminating this Contract immediately and at no cost.

ARTICLE 22: INFORMATION – CLAIMS AND MEDIATION

The Cardholder's branch office is available to provide them with any information they might require concerning the operation of their Card and to address any claims that they might wish to make. If no amicable solution can be reached, The Cardholder can also contact the *Caisse Régionale's* Customer Service Department, which will do all it can to find the best solution to their dispute, by writing to them at the address of the *Caisse Régionale du Crédit Agricole Mutuel de Normandie* – Service Client 15 Esplanade Brillaud de Laujardière – 14050 CAEN CEDEX, or by email: contact@ca-normandie.fr. The Branch office or the Customer Satisfaction Department will reply to the Cardholder within a period of 15 business days as from the date on which the claim was received. If, exceptionally, an

answer cannot be provided within the said 15 days for reasons beyond the *Caisse Régionale's* control, the *Caisse Régionale* shall send a holding reply, citing the reasons for the necessary additional time period and specifying the date on which the Cardholder shall receive a final response. The said final response shall be sent to the Cardholder within thirty-five business days as from the date on which the claim was received.

If they have not been able to resolve their dispute directly with the *Caisse Régionale's* Customer Service Department, the Cardholder also has the option to contact the *Caisse Régionale's* banking Ombudsman free of charge, by writing to the following address: Monsieur le Médiateur du Crédit Agricole Normandie - BP411 - 50303 SAINT MARTIN DES CHAMPS, or by using the online form available on the Ombudsman's website at: www.mediateur-ca-normandie.fr.

The Cardholder's request must be addressed to the banking Ombudsman within a year of addressing their written claim addressed to the *Caisse Régionale*.

As from the date on which the banking Ombudsman notifies both the Cardholder and the *Caisse Régionale* that he or she is in receipt of the claim, the claim will be addressed within a maximum time period of 90 days, except if the Ombudsman decides on an extension in consideration of the complexity of the dispute. The Cardholder can find information as to the progress of this procedure on the Ombudsman's website.

For the purposes of such a procedure, the Cardholder explicitly authorises the *Caisse Régionale* to communicate to the Banking Ombudsman any and all documents and information relevant to the performance of his task. For the purposes of the mediation [procedure], the Cardholder releases the *Caisse Régionale* from its banking secrecy duty.

With respect to any dispute relating to a contract or a transaction carried out online, the Cardholder may use the European Online Dispute Resolution platform at the following Internet address: <https://webgate.ec.europa.eu/odr>.

ARTICLE 23: DIRECT MARKETING OF REMOTE SALES BANKING AND FINANCIAL SERVICES

Where this Contract is preceded by unsolicited contact (article L.341-1 of the [French] Monetary and Financial Code) or where the contract (whether or not it is preceded by unsolicited contact) was entered into on an entirely remote basis (article L.343-1 of the [French] Monetary and Financial Code), the Cardholder has a time period of fourteen (14) clear calendar days to withdraw at no cost or penalty and without having to provide a reason their decision. This time period runs as from the date on which the contract is entered into, or from the date on which the contractual terms and conditions and preliminary information are received, whichever is the later.

Commencement of performance does not deprive the Cardholder of their right to withdraw.

Withdrawal automatically terminates the Contract. The Cardholder shall be liable for the price corresponding to the used of the product over the period comprised between the date on which performance of the contract began and the date of withdrawal, excluding any other cost.

The Cardholder may withdraw by means of a form appended to the Specific Terms and Conditions. The Cardholder may also exercise their right to withdraw by means of an unambiguous statement (letter, fax or email) sent to their branch office.

ARTICLE 24: GOVERNING LAW – JURISDICTION – LANGUAGE USED

This Contract shall be governed by French law. This Contract shall be subject to the exclusive jurisdiction of the Courts of France. The language used in the Contract and for the purpose of any communication pursuant hereto is French.

ARTICLE 25: PREVENTION OF MONEY-LAUNDERING, THE FINANCING OF TERRORISM, CORRUPTION AND FRAUD – COMPLIANCE WITH INTERNATIONAL SANCTIONS

The Bank must comply with the statutory and regulatory provisions against money-laundering the financing of terrorism, corruption and fraud, and in more general

terms, must exercise constant vigilance with respect to the transactions carried out by its clients.

The Bank must also act in accordance with the statutory and regulatory provisions in force in various jurisdictions, in terms of economic, financial or commercial sanctions, and comply with any restrictive measures relating to embargos, the freezing of assets or economic resources with respect to dealings with individuals or entities, or with respect to specific assets or territories, that are administered or implemented by the UN Security Council, the European Union, France, the United States of America (including, in particular, the Office of Foreign Assets Control forming part of the Department of the Treasury, and the State Department) and by domestic authorities charged with administering such sanctions (hereinafter "International Sanctions").

The Bank may be led to suspend or reject a payment transaction or a transfer of assets transaction, whether issued and/or received, that in its assessment would be or could possibly be sanctioned by any competent authority, and, if applicable, may be led to freeze the Cardholder's funds and accounts.

The Bank may be led to ask the Cardholder to provide information relating to the context and circumstances of a transaction, such as the nature, destination and provenance of the transfer of funds, as well as any written proof required in order to substantiate such explanations, in particular in the case of a transaction that appears unusual in relation to the transactions habitually recorded with respect to their account.

The Cardholder shall immediately supply the requested information.

As long as the Cardholder has not supplied the information requested by the Bank, or as long as the information supplied is deemed insufficient, the Bank reserves the right to refrain from executing its instructions.

The Bank may also be led to carry out investigations in the context of carrying out any transaction that, that in its assessment would be or could possibly be sanctioned by any competent authority, which, if applicable, may delay the execution of the Cardholder's instructions.

PART II – GENERAL TERMS AND CONDITIONS OF THE CARD SPECIFIC TO EACH TEMPLATE

This Part II of the General Terms and Conditions sets forth the Card's general terms and conditions of operation that are specific to each Template, the brand name(s) of which is/are featured on the Card; they complete the General Terms and Conditions set forth in Part I.

Several brand names may be featured on the Card issued by the *Caisse Régionale*, thereby enabling the Card to operate according to several bank card templates.

PROVISIONS SPECIFIC TO INTERNATIONAL BANK CARDS TO TEMPLATES

ARTICLE 1: DEFINITION OF INTERNATIONAL TEMPLATES

1.1 International bank card Templates make it possible, within the terms set forth in the Specific Terms and Conditions and in these General Terms and Conditions (Parts I and II), to make payment transactions in France as well as abroad.

1.2 The International Templates included in the scope of this Contract are

- (i) Visa Inc.
- (ii) Mastercard International Inc.
- (iii) UnionPay International Corporation Ltd

1.3 The international Templates are based on the use of the Cards featuring the following brand names:

- (i) For VISA Inc.: Visa, V PAY, Visa Electron.
- (ii) For Mastercard International Inc.: Mastercard, Maestro, Cirrus.
- (iii) For UnionPay International Corporation Ltd: UnionPay.

ARTICLE 2: COMPLEMENTARY INFORMATION CONCERNING PAYMENT TRANSACTIONS

2.1 Payments made under (one of) the brand name(s) featured on the Card are debited from the account with respect to which the Card operates pursuant to the terms and according to the periodicity set forth in articles 6 and 7 of Part I of these General Terms and Conditions.

2.2 With respect to transactions carried out in a different currency, the exchange rate applied is either (i) the one chosen by the Cardholder on the Electronic Device when the Electronic Device displays it, or (ii) the one in force on the date on which the payment transaction is processed by the Template concerned.

In the latter case, the conversion is carried out by the entity that processes the bank card Template concerned, on the date on which the payment transaction is

processed by the said entity and pursuant to the said entity's foreign exchange terms and conditions.

The statement of the account with respect to which the Card operates shall include the following information: amount of the payment transaction in original currency, amount of the converted transaction, amount of any commission fees, exchange rate applied.

2.3 Any commission fees are determined and notified by the *Caisse Régionale* within the price schedule set forth in the Main Banking Terms and Conditions applicable to personal customers and/or in the Specific Terms and Conditions and/or in any document approved by the Cardholder and/or by the holder of the account with respect to which the Card operates.

PROVISIONS SPECIFIC TO CB BANK CARD TEMPLATES

ARTICLE 1: DEFINITION OF THE CB TEMPLATE

The CB Template is based on the use of Cards featuring the CB brand name (hereinafter: the "CB Cards") with Acceptors who subscribe to the CB bank card Template exclusively within the framework of the provisions and procedures defined and approved by the CB Bank Cards Group (*Groupement des Cartes Bancaires CB*).

ARTICLE 2: CENTRAL REGISTER OF CB BANK CARD WITHDRAWALS ADMINISTERED BY THE FRENCH CENTRAL BANK

2.1 An entry in the central register of CB bank cards administered by the French Central Bank is recorded whenever an incident of non-payment that results directly from the use of a CB Card is not remedied after its having been notified by the *Caisse Régionale* to the holder(s) of the account with respect to which the CB Card operates.

2.2 The main purpose of the said register is to prevent a member or an entity of the CB Template from issuing a CB Card in ignorance of the fact that such a Card had previously been withdrawn from the applicant following an incident of non-payment. "Incident of non-payment" shall mean any transaction carried out by means of a CB Card that is not covered by the funds available in the account with respect to which the Card operates, in breach of the obligations of this Contract.

2.3 When the *Caisse Régionale* decides to report its decision to withdraw the CB Card to the said register, it notifies thereof the holder(s) of the account with respect to

which the Card operates, by any means [of communication], and requests them to remedy the incident of payment concerned within the time period and in accordance with the procedure(s) set forth by the *Caisse Régionale*, in order to avert their inclusion in the said register.

2.4 By default, the date of the decision to withdraw the CB Card shall be that of its above-mentioned notification.

2.5 The record is automatically deleted from the said register, at the latest, after a period of two (2) years as from the date of the decision to withdraw the CB Card.

2.6 The record is also automatically deleted in the following cases:

when the record proceeds from a mistake on the part of the *Caisse Régionale*, when the account holder(s) prove that they are not responsible for the event that gave rise to the incident of non-payment when the account holder(s) prove that they have fully remedied the situation and request their removal from the register.

2.7 The account holder(s) with respect to which the Card operates may also, at any time, ask the *Caisse Régionale* to advise them of the means by which their situation can be remedied, in particular by advising them as to the amount, updated if applicable, of the incidents recorded.

2.8 The account holder(s) with respect to which the Card operates may also ask the *Caisse Régionale* to advise them as to whether a withdrawal decision concerning them taken by the *Caisse Régionale* has been reported to the register. Such information is communicated orally once their identit(y/ies) has/have been confirmed.

2.9 They may consult and obtain unencrypted transmission of the personal data relating to them recorded in the register:

in person at a unit of the French Central Bank network open to the public, carrying an official identification document featuring their photograph, in an IEDOM or IEOM agency (the list of French Central Bank network units is published on its website), or by written request, including a signed photocopy of an official identification document, sent to the following address:

BDF SFIPRP - section Relation avec les particuliers - 86067 Poitiers Cedex 9.

2.10 Upon request addressed to the *Caisse Régionale*, they may contest the personal data concerning them recorded in the register or ask for such data to be rectified.

APPENDIX – GENERAL TERMS AND CONDITIONS OF THE “PIN BY SMS MESSAGE” SERVICE

These General Terms and Conditions define the means of transmission to the Cardholder, by the *Caisse Régionale*, of the said Card’s PIN, via the “Short Messaging Service” (“SMS”) messaging service.

The PIN thereby supplied remains subject to Article 3 of Part I of the Contract’s General Terms and Conditions.

The Cardholder may, at any time, discontinue the transmission of their Card’s PIN by sms message, by letter sent to their branch office.

Definitions:

Contact details: The Cardholder’s mobile telephone number used by the *Caisse Régionale* to fulfil its contractual obligations in connection with this Service.

ARTICLE 1 - BENEFICIARY

This Service is reserved to Cardholders having legal capacity in possession of a Card issued by the *Caisse Régionale*. The Cardholder must be the owner of a mobile telephone and of a subscription whereby the reception of SMS messages is possible.

ARTICLE 2 – ELIGIBILITY FOR THE SERVICE

The Cardholder may subscribe to the “PIN BY SMS MESSAGE” Service in all cases requiring the issuance or the reissuance of the PIN.

ARTICLE 3 – OPERATION OF THE SERVICE

3.1 Issue code

When the issuance or reissuance of the PIN is requested, a secret, personal and single-use issue code is transmitted to the Cardholder, at the *Caisse Régionale*’s choice:

- (i) In paper format, and/or
- (ii) By electronic means, via their personal space forming part of the Crédit Agricole Online service (“Crédit Agricole En Ligne service”).

The *Caisse Régionale* shall inform the Cardholder in advance, by any means [of communication], of the exact method of transmission of the said code.

The Cardholder will be asked to enter this issue code in order to receive their PIN by sms message.

3.2 Reception time

The Cardholder will receive a first SMS message within the following time periods:

- (i) **in cases of reissuance of the PIN:** one (1) business day as from the date of their request;
- (ii) **in cases of issuance of the PIN:** one (2) business day as from the date on which the Card was ordered;

3.3 Transmission of the PIN

The Cardholder will receive an SMS message requesting them to send by SMS message the delivery code referred to in article 3.1 of these General Terms and Conditions of Service. The Cardholder must answer it within seventy-four (74) hours of receiving it. **The Cardholder is requested to erase the SMS message manually.**

In order to avoid the Cardholder’s keeping a written trace of their PIN, a deletion SMS message is sent to the Cardholder’s telephone twenty-four (24) hours after the SMS message containing the PIN was received, subject to the technical possibility of such deletion depending on the Cardholder’s mobile telephone service provider.

3.4 Procedure in cases where there is no reply or where the issue code is incorrect

In cases where the Cardholder does not reply to the first SMS message requesting them to send their issue code, two (2) further, reminder SMS messages will be sent to them successively. If the Cardholder does not reply to the third SMS message within twenty-four (24) hours of receiving it, it will no longer be possible for them to receive their PIN by SMS message.

In the cases referred to in this Article 3.4 of these General Terms and Conditions of Service, a paper format issue of the PIN will be sent to the Cardholder by registered post at the postal address supplied or confirmed when the Service was set up or subsequently modified pursuant to Article 4 hereinafter.

ARTICLE 4 – CHANGES TO CONTACT DETAILS

In the case where the Cardholder wishes to modify their mobile telephone number or the postal address they supplied to the *Caisse Régionale*, they must contact the *Caisse Régionale*. Such changes will be taken into account, at the latest, one month as from the date on which the updated information and on which, if applicable, the relevant written proof thereof, were supplied.

The Cardholder undertakes to inform the *Caisse Régionale* immediately of any changes to their contact details.

In no circumstances shall the *Caisse Régionale* be held liable for the consequences of the Cardholder’s not receiving the PIN, in cases where it was not informed of the said [changes to the Cardholder’s] contact details.

ARTICLE 5 – LIABILITY OF THE CAISSE REGIONALE

The *Caisse Régionale* undertakes to make every effort to ensure access, in the best possible conditions, to the issue code via the Cardholder’s personal space forming part of Crédit Agricole Online service

(“Crédit Agricole En Ligne service”) and/or in paper format.

The *Caisse Régionale* cannot be held liable for any access to the issue code via the Cardholder’s personal space forming part of Crédit Agricole Online service (“Crédit Agricole En Ligne service”), by a third party following the theft or forgery of the Cardholder’s personal codes.

In the same manner, the *Caisse Régionale* cannot be held liable for the Cardholder’s negligence with respect to the preservation of the issue code transmitted in paper format.

ARTICLE 6 – LIABILITY OF THE CARDHOLDER

The Cardholder is responsible for the security status of their mobile telephone. In particular, they must not:

- (i) tamper with the native protections of their mobile telephone’s operating system;
- (ii) install malicious software on their mobile telephone.

The Cardholder must protect their phone by means of a locking system provided by the manufacturer, so as to prevent the use of the telephone by third parties. The issue code must be kept secret by the Cardholder and be sent to the issue code distribution service, from the telephone line supplied or updated when the Service was subscribed to or subsequently modified pursuant to Article 4 of these General Terms and Conditions of Service.

Immediately after sending their issue code by SMS message pursuant to Article 3 of these General Terms and Conditions of Service, the Cardholder must keep their telephone under their immediate control until they receive the SMS message containing the PIN, specifically but non-limitatively to prevent the latter’s interception by third parties. Once the SMS message has been received, the Cardholder must commit to memory the PIN transmitted and immediately delete the SMS message from their telephone if the said SMS message has not already been deleted by the mobile telephone service provider.

ARTICLE 7 – DIRECT MARKETING

By derogation to Article 23 of Part I of the Contract’s General Terms and Conditions, the Cardholder may not withdraw, provided the Service is executed on their request, within the 14 days that follow subscription to this Service. This does not affect the Cardholder’s right to withdraw pursuant to the terms set forth in Article 14 of Part I of the Contract’s General Terms and Conditions.

FOR INFORMATION ONLY-NON-CONTRACTUAL DOCUMENT



CAISSE REGIONALE DE CREDIT AGRICOLE MUTUEL DE NORMANDIE - a Variable Capital Cooperative Company (*Société Coopérative à Capital Variable*), approved as a credit institution - Head Office located at 15, Esplanade Brillaud-de-Laujardière - CS 25014 - 14050 CAEN CEDEX 4 [FRANCE], registered with the Commerce and Trade Register (*Registre du Commerce et des Sociétés*) of Caen under number 478 834 930. Insurance Brokerage Company (*Société de courtage d'assurance*) registered with the Register of Insurance Brokers (*Registre des Intermédiaires en Assurance*) under number 07 022 868. January 2018.