



## BELEEF ANTWERPEN GIFT CARD GENERAL TERMS AND CONDITIONS

BELEEF ANTWERPEN GIFT CARD is an electronic money product issued and operated by Banque Invik S.A. and distributed by Zapa Technology Limited.

The Purchaser must instruct the Cardholder on how to use the Gift Card and also inform them of the current General Terms and Conditions and eventual disclosures and to any additional terms that may apply to the BELEEF ANTWERPEN GIFT CARD as published on the Website.

### 1. DEFINITIONS

**The Bank** - Banque Invik S.A., the issuer of the Card whose registered office is at 2-4 Avenue Marie-Thérèse, L-2132 Luxembourg, [www.banqueinvik.lu](http://www.banqueinvik.lu), R.C.S. Luxembourg B 29962 and its successors and agencies.

**Card** - the BELEEF ANTWERPEN GIFT CARD issued to a Cardholder.

**Cardholder** - a natural person entering into this agreement.

**Card Fund** - the amount of money deposited to the Card by the Purchaser, less all fees and disposals made by the Cardholder.

**Credentials** - any, several or all of the following information: the Website password the CVV2 Code, the CVC2 Code, the Card's expiry date or the 16-digit Card number.

**CVV2 Code (Visa) or CVC2 Code (MasterCard)** - a 3-digit card verification value code that represents a digital signature which is required for every online transaction. The value code is either present on backside of card or for safety reasons exclusively in the online access provided.

**Fee** - any fee due by the Cardholder to the Bank under the current General Terms and Conditions or as on the Website.

**Expiry Date** - means a date twelve (12) months from date of purchase of the Gift Card.

**Unclaimed Funds** - means the monetary value of funds that are loaded onto the Gift Card and which have not been spent before the Expiry Date.

**POS or Point of Sale** - a business or place where a product or a service can be purchased by means of a Visa / MasterCard Card.

**Visa, Visa Electron, Visa PLUS or MasterCard** - the card brand or acceptance mark referring to the international licensor of the Card.

**Website** - the Internet website available at the address [www.zapacard.com](http://www.zapacard.com) or any other address communicated by the Bank from time to time.

### 2. CARDHOLDER'S GENERAL OBLIGATIONS

- 2.1 The Cardholder must have attained a minimum age of 18 years.
- 2.2 The Cardholder is liable for complying with the current General Terms and Conditions and shall be solely liable for any direct and indirect consequences arising from any breach by the Cardholder of the current General Terms and Conditions. The current version of the terms and conditions is available on the Website. Usage of the Card constitutes the cardholders acceptance of these terms and conditions.
- 2.3 The Card is an electronic means of payment with retailers affiliated to the Visa and/or MasterCard network. It is not transferable and shall only be used by the Cardholder strictly in accordance with the current General Terms and Conditions. The Gift Card may not be exchanged for cash or credit.
- 2.4 The Cardholder shall record the Card number and/or retain the purchase receipt as proof of purchase; the Card number and/or proof of purchase will be needed to redeem your Card balance or if your Card is lost and/or stolen (see Clauses 6 and 7 of these terms and conditions).
- 2.5 The Card shall at all times remain the property of the Bank.
- 2.6 The Cardholder must sign the Card on the signature panel on the reverse side of the Card immediately upon receipt or at the latest before it is used for a transaction. The Gift Card will not be valid unless signed.
- 2.7 The Cardholder must exercise all possible care to ensure the safety of the Card.
- 2.8 When the Gift Card's is expired or Card Funds have been depleted, the Cardholder must destroy the Gift Card by cutting it in half through both the magnetic strip and the Gift Card number.
- 2.9 The Cardholder agrees not to make pre-authorised or recurring regular payments through the use of the Gift Card.
- 2.10 The Cardholder is responsible for maintaining the Credentials strictly confidential and for preventing the Credentials from becoming known to any person. The Card will not be personalised. The Card is transferable by delivery. The Bank will assume, unless and until the Purchaser tell us to the contrary that the person who uses the Card at any time is the rightful user of the Card.

### 3. CARD LOAD

- 3.1 For Card loading, please refer to the information delivered with the Card and the instructions available on the Website. By loading the Card the General Terms and Conditions are automatically accepted.
- 3.2 The Bank reserves the right to adapt the load limits at any time in accordance with Luxembourg and/or any applicable local requirements. Loading fees may apply as detailed in the Fee section.
- 3.3 The Available Funds are not stored on the Gift Card itself; instead, they are stored on a computer system. A minimum value of €10 and a maximum value of €150 may be loaded onto the Gift Card. Fees apply to the use of the Gift Card as outlined in section 9 of this Cardholder Agreement.
- 3.4 The Loading of the Card is instant and is executed on point of Purchase.

### 4. USE OF CARD

- 4.1 The Card can be used as payment card at more than 29 million high-street and Internet merchants displaying the Visa Electron and/or MasterCard acceptance marks (depending on the Card's brand).
- 4.2 Where the Cardholder signs the record of transaction or uses the Credentials for a purchase, the Cardholder gives the Bank irrevocable authority to pay the retailer or the bank and to debit the Card Fund. The records of statements sent by the retailer or bank, as the case may be, even in the absence of a written signature, are taken as a

proof of transaction. The transaction slip printed by the terminal is for the Cardholder's personal information only.

- 4.3 The Bank reserves the right to temporarily reserve a TIP provision on transaction made at selected Merchants to make sure Card Funds are available to cover any TIP given after authorisation is obtained by the Merchant. This TIP provision will be released once transaction has been cleared through the VISA or MasterCard network.
- 4.4 In accordance with Luxembourg law, the records of transactions created or received by the Bank will constitute evidence of the existence, amount and conditions of transactions.
- 4.5 The amount of any transactions in a currency other than the Card's currency will be converted at Visa's and/or MasterCard's rate at the time the Card Fund is debited. The Bank applies a currency conversion spread or fee as detailed in the Fee section. Upon use of card, the converted transaction amounts are shown for information only until the transaction has been fully settled within the Visa/MasterCard system, and may change in accordance with currency fluctuations.
- 4.6 Banque Invik will only give the Cardholder a refund on his Card Account for a transaction reversed by the retailer. Where the Cardholder makes a purchase Banque Invik will assist the Cardholder to gain a refund if: (a) the Cardholder did not agree on the amount with the retailer when the Cardholder made the purchase; (b) the amount of the transaction charged to the Card Account by the retailer is more than the Cardholder could reasonably have expected in the circumstances of the purchase; and (c) the Cardholder asks Banque Invik for a refund within eight (8) weeks of Banque Invik debiting the transaction to the Card Account. If the Cardholder asks Banque Invik for a refund under this condition the Cardholder must provide Banque Invik with factual elements relating to this condition. The Cardholder cannot use a claim he may have against someone else to make a claim against Banque Invik, or refuse to pay Banque Invik, unless the Cardholder have a legal right to do so. The Cardholder cannot transfer any rights against Banque Invik to anyone else.
- 4.7 It is not permissible to overdraw the Card Fund. If the Card Fund becomes inadvertently overdrawn, the amount overdrawn must be repaid immediately by the Cardholder. In such situation, the Bank reserves the right to deactivate, suspend or cancel the Card at any time.
- 4.8 The Card is valid for a maximum period of twelve (12) months after initial Loading regardless of the expiration date on Card applicable to Internet transactions, or when the Card Funds reach zero, whichever occurs first. Any Card Funds remaining on the Gift Card on or after the Expiry Date will be Unclaimed Funds.
- 4.9 The Bank reserves the right to suspend or cancel a Card which has been dormant for a period of more than 12 months.
- 4.10 If the Card Fund is not sufficient to cover any Fee due by the Cardholder to the Bank under the current General Terms and Conditions, the Bank reserves the right to deactivate, suspend or cancel the Card.

### 5. KEEPING TRACK OF BALANCE

- 5.1 Transaction History: Information can be accessed online via the Website
- 5.2 Balance Enquiry: Information regarding the Card Fund can be obtained through terminals provided at Purchase locations for the Gift Card.

### 6. THEFT OR LOSS OF THE CARD

- 6.1 In case of the Card being lost or stolen, in case of improper use of the Card noticed, the Cardholder must immediately notify by telephone to the Assistance Center on 080080536. With respect to the Notification, the Cardholder must quote the card number, if you do not quote the Card number we will not be able to cancel the Card or issue a replacement Card under Clause 6. If your notification is made orally it must be confirmed in writing within fourteen days, sent to address as stated in header of this agreement.
- 6.2 The Card is immediately blocked upon receipt of the Notification.
- 6.3 The Cardholder shall bear the losses relating to any unauthorised transactions, up to a maximum of €150, resulting from the misuse of the Card or the use of a lost or stolen Card. The Cardholder shall bear all the losses relating to any unauthorised transactions if the Cardholder incurred them by acting fraudulently or by failing to fulfil one or more of his obligations under clause 2 or 6 with intent or gross negligence. In such cases, the maximum amount of €150 shall not apply. The Cardholder shall not bear any financial consequences resulting from use of the misused, lost or stolen Card after notification except where the Cardholder has acted fraudulently.
- 6.4 Within thirty (30) days of you notifying us of the loss or theft of a Gift Card or fraud involving the Gift Card, we will issue at your request a replacement Gift Card to the Purchaser for the available funds still remaining on the Gift Card, less a Replacement Card fee as defined in section 9. A replacement Gift Card will not be issued where the balance remaining on the Gift Card is less than the Replacement Card fee.
- 6.5 If the Cardholder finds the Card after the Notification, the Card must be cut in two and returned to the Zapa Technology Limited (at the stated address) immediately.

### 7. REDEMPTION

- 7.1 Prior to the Expiry Date, the cardholder may claim any portion of the Card Funds on the Gift Card by writing to Zapa Technology Limited at the above stated address. The notification must include the Gift Card Number, the name of the Purchaser of the Gift Card, the Cardholder name and address and request redemption of the Card Funds. The Card Funds less Redemption & Cancellation fee as detailed in section 9 will be transferred by cash, cheque or Bank draft to the Purchaser. To allow for the processing of all outstanding Transactions, the final amount of Card Funds to be redeemed may not be determined for up to sixty (60) days following the request.

### 8. WITHDRAWAL OF THE USE OF THE CARD

- 8.1 The Bank may, in its discretion, at any time and without notice, deactivate, cancel or suspend the right to use the Card or refuse to reissue or renew or replace the Card if the Bank has grounds to believe that the Cardholder is in breach of (1) the General Terms and Conditions, and/or (2) any applicable local legislation/regulations, and/or (3) the VISA/MasterCard regulations, without affecting the Cardholder's obligations which shall continue to be operative. In such event, the Card must be returned immediately to the Bank. The Bank will not accept any liability for the direct or indirect

- consequences arising from any deactivation, suspension or cancellation of a Card in accordance with the terms of the current General Terms and Conditions.
- 8.2 In addition, the Bank may, in its discretion and at any time, refuse to authorise a transaction and may publicly disclose this refusal to other credit institutions.

#### **9. FEES**

- 9.1 The amounts of fees and charges and details of when they will be payable are set out below. All other fees and charges will be debited directly to the card as they arise.
- (a) Currency conversion fee 4,5%
  - (b) Dormant account fee €5.00 per month on expired Cards until Card Funds are exhausted.
  - (c) Redemption & Cancellation Fee €10.00
  - (d) Replacement card €10.00

#### **10. BANK LIABILITY**

- 10.1 The Bank shall not be liable for any direct or indirect damages if the Card or a specific transaction is refused or not honoured by a merchant or a bank. The Bank does not bear any responsibility for errors committed by merchants or banks. The Bank will not be obliged to enter into any dispute arising between the Cardholder and a merchant or bank and, moreover, a dispute with a merchant or bank does not absolve the Cardholder from complying with regulations governing the use of the Card and the current General Terms and Conditions.
- 10.2 The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing, system or transmission link or to industrial dispute, altered legislation or license requirements or anything outside the Bank's control or the control of the Bank's agents or contractors.
- 10.3 Without prejudice to the above, the liability of the Bank in relation to the Card, the associated services and the current General Terms and Conditions shall be limited to its gross negligence or serious misconduct or wilful default. In any event, Our liability under or in connection with this Cardholder Agreement is limited to the greater of:
- (a) the amount of fees you paid to Us in the twelve (12) months prior to the liability arising; or
  - (b) the value of the Transaction or the stored balance giving rise to the dispute.

#### **11. MODIFICATIONS**

- 11.1 The Bank reserves the right to change (1) the current General Terms and Conditions, (2) the characteristics and features of the Card and (3) the Fees at any time. The new General Terms and Conditions/Card's characteristics and features/Fees will be made available on the Website at least one (1) month before their entry into force.
- 11.2 The Cardholder hereby:
- (a) acknowledges that his/her relationship with the Bank is as least partially based on electronic communications, made in particular through the Website and deems this means of communication appropriate to the nature of his/her relationship with the Bank;
  - (b) declares that he/she will consult regularly the Website; and
  - (c) Accepts to be informed of any such change by means of the Website.
- 11.3 Should the Cardholder oppose to such change, the Cardholder shall use the card until the Card Funds are exhausted and then use the right to terminate the current General Terms and Conditions immediately by returning the Card to the Bank before the entry into force of the proposed change.
- 11.4 Continued use of the Card and the associated services after the entry into force of the proposed changes shall constitute the Cardholder's consent to such changes.

#### **12. DATA PROTECTION**

- 12.1 The cardholder hereby gives consent to The Bank to collect, process and share personal data on the Cardholder (1) insofar as necessary to issue and service the Card and/or (2) as necessary for the performance of the current General Terms and Conditions and/or (3) for marketing purposes. The information that is collected to process Gift Card transactions is used to help protect against fraud and to otherwise enable The Bank to provide and personalise the Card Programme. This includes use of information for marketing purposes and to conduct research and analysis. The Bank may also from time to time, in providing and personalising the Card Programme, need to disclose the information that The Bank collect for the same purposes to the companies that work with The Bank or provide any part of the Card Programme to a Cardholder. For example, The Bank may release certain information to Zapa Technology Limited and its parent company for their use to communicate with a Cardholder about Gift Card offers, promotions, products and services associated with it. The data will be communicated to other banks and financial intermediaries as necessary to perform the transactions made by means of the Card and/or as necessary to service the Card. The circumstances for disclosure of any information or records by the Bank include a request by Zapa Technology Limited or any of its subsidiaries or affiliates or an order by any competent court or if failure to disclose would render the Bank or any of its affiliates, personnel, assets or operations liable to any sanction. The Cardholder has the right to access their data by contacting the Bank. An retrieval fee of €7,50 is charged to cover for our cost. The data will be retained for the period provided for by the applicable law/regulations.
- 12.2 By entering into this Agreement, the Cardholder confirms that he is fully aware of and willing to assume all risks resulting there from and hereby irrevocably waives his rights to benefit from the protection of Luxembourg banking privacy at the entire discharge of the Bank with regard to all services provided to the Cardholder.

#### **13. RECORDING OF PHONE CONVERSATIONS AND ELECTRONIC COMMUNICATIONS**

- 13.1 The Cardholder acknowledges and agrees that the Bank or the Assistance Center has the right to register and keep records of telephone and electronic communications. The right to register and keep any record of such communications shall not trigger any liability by the Bank.

#### **14. ANTI-MONEY LAUNDERING COMPLIANCE**

- 14.1 In accordance with applicable legislation to fight money laundering and financing of terrorism the opening of any client relationship, including a Cardholder relationship, is subject to proper Cardholder identification by the Bank. The cardholder hereby represents that he/she will without delay disclose any requested information to the bank, keep such information up-to-date and inform the Bank of any relevant change.

#### **15. GOVERNING LAW AND JURISDICTION**

- 15.1 The current General Terms and Conditions shall be exclusively governed by and interpreted in accordance with the laws of Luxembourg.
- 15.2 Banque Invik will primarily communicate with cardholders in English.
- 15.3 Banque Invik is registered on the official list of credit institutions held by the Luxembourg regulatory authority, the Commission de Surveillance du Secteur Financier (CSSF), situated at 110, route d'Arion, L-1150 Luxembourg.
- 15.4 Any dispute, controversy or claim arising in connection to a Card, a transaction made by means of a Card, the Card Fund and/or the current General Terms and Conditions shall be exclusively settled by the courts of district of Luxembourg. Before resorting to any legal proceedings against Banque Invik, the Cardholder may avail of Banque Invik's claims procedure and of the claims procedure provided for in Article 58 of the Act of 5 April 1993 relating to the financial sector. Pursuant to this text, the CSSF is empowered to handle customer claims in relation to entities subject to its supervision and to intervene with said entities in order to settle any such claims amicably.

#### **16. RECORDING OF PHONE CONVERSATIONS AND ELECTRONIC COMMUNICATIONS**

- 16.1 The Cardholder acknowledges and agrees that the Bank and the Assistance Center has the right to register and keep records of telephone and electronic communications. The right to register and keep any record of such communications shall not trigger any liability by the Bank.

#### **17. GOVERNING LAW AND JURISDICTION**

- 17.1 The current General Terms and Conditions shall be exclusively governed by and interpreted in accordance with the laws of Luxembourg.
- 17.2 Banque Invik will primarily communicate with cardholders in English, French or German.
- 17.3 Banque Invik is registered on the official list of credit institutions held by the Luxembourg regulatory authority, the Commission de Surveillance du Secteur Financier (CSSF), situated at 110, route d'Arion, L-1150 Luxembourg.
- 17.4 Any dispute, controversy or claim arising in connection to a Card, a transaction made by means of a Card, the Card Fund and/or the current General Terms and Conditions shall be exclusively settled by the courts of district of Luxembourg. Before resorting to any legal proceedings against Banque Invik, the Cardholder may avail of Banque Invik's claims procedure and of the claims procedure provided for in Article 58 of the Act of 5 April 1993 relating to the financial sector. Pursuant to this text, the CSSF is empowered to handle customer claims in relation to entities subject to its supervision and to intervene with said entities in order to settle any such claims amicably.