

General Terms and Conditions Mastercard cards Olky account

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1 DEFINITIONS

For the purposes of these Terms and Conditions of Use for Olky Account MasterCard Cards, the following terms and expressions shall have the meanings ascribed to them hereinafter:

- (1) The "Card" refers to the Olky account MasterCard;
- (2) The "issuer" or "OlkyPay" refers to the authorized payment institution issuing the card: OLKY PAYMENT SERVICE PROVIDER SA, whose registered office is at 1, Op de Leemen, L-5846 Fentange, Luxembourg, registered in the Luxembourg Trade and Companies Register under number B165.776. OlkyPay is a payment institution with an establishment authorization number 47/13 issued by the Ministry of Finance. OlkyPay is licensed, subject to prudential supervision by the Commission de Surveillance du Secteur Financier Luxembourgeois " C.S.S.F " and authorized to operate in France under the freedom of establishment by the Autorité de Contrôle et de Résolution Prudentielle " A.C.P.R " and in all member states of the EU and the European Economic Area under the freedom to provide services. Olky Payment Service Provider is registered with the CSSF under number Z00000006 at the following url address: https://edesk.apps.cssf.lu/search-entities/search
- (3) The "Olky GCU" refers to the General Terms and Conditions of Use of the Olky Account payment services:
- (4) Tariffs" refers to the OlkyPay tariffs appended to the Olky GTC;
- (5) The "account holder" refers to the natural person who holds an Olky account, the operation of which is governed by the Olky Terms and Conditions;
- (6) The "cardholder" is the natural person in whose name and for whose use a card has been issued at the request of the account holder;
- (7) The "Olky account" refers to the payment account opened in the name of the account holder in the books of the issuer;
- (8) The "card account" refers to the payment account opened in the name of the account holder in the issuer's books, from which cardholder spending and withdrawals are debited;
- (9) **Card account statement**" means the monthly statement of the card account made available to the account holder and cardholder via their Olky account web-banking access.
- (10) The "Olky Group" refers to companies which are linked to OlkyPay and which, although legally independent, form a single economic unit due to close financial ties or because they are under common management.

2 CARD SERVICES

- (1) The card entitles the holder to pay for products and services offered by merchants and companies affiliated with the MasterCard network on presentation of the card and :
 - a. Holographic signature on a slip presented to him by the affiliated merchant or company, or
 - b. Validation of the transaction by use of a personal secret code, as well as, in the case of remote payments, by indication or entry by the cardholder of his/her card number, expiry date and, in certain cases, the CVC2 security code (hereinafter referred to as "card data").
- (2) The cardholder may also withdraw cash from any Visa MasterCard-compatible ATM in the world, on presentation of the card and subject to holographic signature of a sales slip or use of the cardholder's personal PIN.
- (3) The issuer is not liable for the acts and omissions of affiliated merchants and businesses to which the card has been presented; in particular, it accepts no responsibility in the event of an establishment refusing to accept the card.

3 ISSUING THE CARD

(1) The issuer issues a card to natural persons whose application has been communicated to it by the account holder, subject to acceptance by the issuer, which reserves the right to request any supporting documents or information necessary for the provision of the card as part of its control processes. The

Cardholder and the Account Holder may be one and the same person, or they may be separate natural persons related by blood. No liability or prejudice may be claimed from the issuer in the event of refusal to issue a card, as the issuer is not obliged to justify the reason.

- (2) The issuer retains ownership of the card.
- (3) The issuer sends the card and PIN code separately by post to the address specified by the account holder.
- (4) In order to issue a card and monitor its operations, the issuer opens a card account in its books, which constitutes a sub-account of the Olky account governed by the Olky GCU.

4 ANNUAL SUBSCRIPTION AND USER FEES

- (1) The card is issued at an issue cost and a monthly fee defined in the tariffs.
- (2) These charges are debited from the Olky account.
- (3) In accordance with the tariffs, certain uses of the card and associated services may give rise to additional charges which are debited to the Olky or card account.

5 CARD VALIDITY PERIOD

The card is valid until the last day of the month and year indicated. Unless the issuer refuses or the cardholder or account holder notifies the issuer in writing two months before the card expires, a new card will be issued to the cardholder on expiry of the previous card's period of validity.

6 REGISTRATION AND PROCESSING OF PERSONAL DATA

- (1) Cardholders and account holders are informed that the personal data collected is processed by the issuer and its subcontractors for administrative and commercial management purposes, and to meet legal obligations. Refusal to provide such data will prevent the cardholder from obtaining a card. All cardholders have the right to access, rectify and object to data concerning them. The issuer reserves the right to retain data for a period of 10 years from the expiry date of the card. The account holder and cardholder authorize the issuer to pass on to third parties, i.e. to all banks and merchants participating in the international Visa/MasterCard system, to card manufacturers, card issuers and card senders, as well as to companies holding the Visa/MasterCard license and to international clearing and authorization services, personal data relating to cardholders and the limit granted for the use of the card, insofar as the communication of such data is indispensable.
- (2) The issuer is authorized to carry out any checks on the personal and financial data provided by the card applicant.
- (3) The issuer and the account holder undertake to comply with applicable and current legal and regulatory provisions relating to the protection of personal data, and more specifically with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).
- (4) Holders have the right to access, rectify, port, oppose, limit or delete their personal data (except in cases where regulations do not allow these rights to be exercised) by contacting the data protection officer appointed by the issuer: Email: rgpd@olky.eu
- (5) Any complaint may be lodged in Luxembourg with the Commission Nationale de la Protection des Données.

7 PROFESSIONAL SECRECY

The Issuer is bound by an obligation of professional secrecy and may not disclose to third parties data and information relating to business relationships with the account holder and the holder (the "Information"), except where disclosure of the Information is made in accordance with or required by applicable law or on the instruction or with the consent of the account holder and the holder.

Thus, all information concerning the account holder and the bearer, as well as transactions covered by professional secrecy, may not be disclosed to a third party without the agreement of the account holder and the bearer, except for the benefit of:

- OlkyPay partners acting as payment service agents or intermediaries in banking and payment services;
- public authorities such as the CSSF, the Banque centrale du Luxembourg, the ACPR, the Banque de France, the competent financial intelligence units, any competent judicial authority acting in the context of criminal proceedings or the tax authorities;
- (i) persons with whom OlkyPay negotiates, executes or concludes the following transactions: (a) acquisition of a holding or control in a payment institution, (b) sale of assets or goodwill, (c) sale or transfer of contracts or (ii) persons appointed by OlkyPay (a) for the study or drafting of any type of contract, (b) for audit and consultancy assignments, provided that such persons are bound by contract or by law to strict confidentiality obligations;
- entities of the Olky Group, to which OlkyPay belongs, for the reasons and under the conditions provided for by the law applicable in Luxembourg and France, and which concern in particular the organization at Olky Group level of the fight against money laundering and the financing of terrorism.

Furthermore, in order to provide services to the account holder and the bearer in an optimal manner and to high quality standards, to comply with regulations and to benefit from the technical resources of qualified specialists, OlkyPay subcontracts certain tasks and activities or certain services to third-party service providers who may be unregulated and located outside Luxembourg, within the EU.

In particular, OlkyPay subcontracts part of the IT hosting of applications for identifying and verifying the identity of account holders and cardholders, mainly accessible from the cloud, to a Luxembourg professional (the "IT Service Provider"). In this context, certain Information may be made available to the IT Service Provider and/or to subcontractors of the IT Service Provider within the EU, and in particular in Ireland (hereinafter the "Subcontracting").

The Information transferred and/or disclosed under the Subcontracting includes, where applicable, the categories of data indicated in Section III of the General Data Protection Information Notice, and in particular: personal identification data and personal details (e.g. name, address, place of birth/constitution, tax domicile, etc.), the account holder's photo and documents signed by him/her, identification data of legal entities (e.g. corporate name, business name, registered office address, etc.), banking and financial identification data (e.g. account number, transaction information, data relating to the account holder's financial situation, etc.), data relating to the use of the account (e.g. bank details), and data relating to the use of the account. (e.g. company name, trading name, registered office address, etc.), bank and financial identification data (e.g. account number), transaction information, data relating to the customer's financial situation (e.g. income, assets, etc.), data relating to the Account Holder's activity (e.g. identity of legal representatives and other related persons).

Subcontracting is carried out in accordance with the regulatory requirements applicable to each of OlkyPay's permanent establishments, i.e. in Luxembourg and France, and OlkyPay will ensure compliance with all its regulatory obligations. The IT Service Provider is contractually bound by OlkyPay to comply with strict confidentiality rules.

In this context, the account holder and the bearer expressly authorize, for the entire duration of the present contract, that professional secrecy be lifted with regard to:

- OlkyPay partners acting as payment service agents or intermediaries in banking and payment services;
- public authorities such as the CSSF, the Banque centrale du Luxembourg, the ACPR, the Banque de France, the competent financial intelligence units, any competent judicial authority acting in the context of criminal proceedings or the tax authorities;
- (i) persons with whom OlkyPay negotiates, executes or concludes the following transactions: (a) acquisition of a holding or control in a payment institution, (b) sale of assets or goodwill, (c) sale or transfer of contracts or (ii) persons appointed by OlkyPay (a) for the study or drafting of any type of contract, (b) for audit and consultancy assignments, provided that such persons are bound by contract or by law to strict confidentiality obligations;

entities of the Olky Group, to which OlkyPay belongs, for the reasons and under the conditions provided for by the law applicable in Luxembourg and France and which concern in particular the organization at Olky Group level of the fight against money laundering and the financing of terrorism, hereinafter referred to as the "Consent".

A joint revocation of the Consent by the Account Holder and the Holder, which must be sent to the Issuer in writing, shall constitute notice of termination of these TOU effective on the day it is received by the Issuer.

8 ARTICULATION BETWEEN THE OLKY ACCOUNT AND THE CARD ACCOUNT

- (1) The account holder's web-banking access enables him to administer each card issued to individual cardholders at his request, and to credit their card accounts. The card cannot be used until the card account balance is in credit.
- (2) The cardholder may credit the card account (i) manually with the amount of his/her choice within the limit of the available balance of his/her Olky account, or (ii) automatically at a frequency chosen by the cardholder from the following options: daily, weekly, monthly. This method of crediting the card account at a frequency defined by the cardholder is known as automatic levelling.
- (3) By setting an automatic leveling amount, the cardholder's Olky account is automatically debited at the end of each period (day, week, month) according to the cardholder's choice, in order to credit the card account so that its balance is replenished up to the automatic leveling amount set by the cardholder. This method makes it possible to set the maximum amount that can be used by the Cardholder on a daily, weekly or monthly basis, depending on the levelling frequency chosen.
- (4) When automatic levelling is configured by the cardholder, transfer operations from his/her Olky account to the card account are only carried out if the available balance of the Olky account allows it.
- (5) The issuer provides the cardholder with restricted access to web-banking, enabling him/her to view transactions made with his/her card. This access does not allow the cardholder to fund the card, as this action is reserved for the Olky account holder.
- (6) If the Olky account holder has several card accounts, he or she can manage each card account individually to define the leveling rules.
- (7) When the cardholder credits a card account, it takes just a few minutes to update the balance available on the card for payments or withdrawals.
- (8) Card payments and withdrawals are permitted up to the card's available balance and the maximum authorized limits specified in the tariffs.
- (9) The available balance of the card account is continuously updated according to the cardholder's spending and withdrawals, and the cardholder's credits to the card account, either manually or by means of a configured levelling rule.
- (10) If the available balance on the card becomes debited, the issuer is authorized to make a transfer between the Olky account and the card account in the amount of the debit.
- (11) If the Olky account is in debit, or if one of its card accounts is in debit, the issuer is authorized to make transfers between the cardholder's various accounts in order to offset debit positions.
- (12) Under no circumstances may the account holder hold the issuer liable for expenses or withdrawals made by the cardholder using the card issued to him/her.

9 CARD TRANSACTIONS

- (1) Each time a card is used to make purchases, obtain services or withdraw funds, the cardholder must sign a sales slip or cash advance slip.
- (2) The cardholder's holographic signature may be replaced by the use of a personal secret code, or, in the case of remote payments, by the indication or entry of card details.
- (3) Notwithstanding article 1341 of the French Civil Code, when an automated means of payment is used by means of a personal secret code or, in the case of remote payments, by indicating or entering card details, the recorded data constitutes proof of the transaction and of the instruction given by the

- account holder to the issuer to debit the card account for the amount of the transaction, irrespective of the amount involved, in the same way as if this instruction had been given in writing by the account holder. The slip issued by a device is intended solely for the information of the cardholder.
- (4) By signing the sales slip, by using the personal secret code or, in the case of remote payments, by indicating or entering the card details, the account holder acknowledges that the merchant or financial institution that has advanced the funds has a claim on him/her.
- (5) The receivable is acquired by the MasterCard licensee, who makes the payment to the merchant or financial institution. The issuer then acquires the claim in return for payment to the relevant licensee.
- (6) The account holder irrevocably instructs the issuer to debit the card account for all amounts due by virtue of the use of the card or by virtue of these general terms and conditions of use.
- (7) Subject to the provisions of article 17, the cardholder is jointly and severally liable with the account holder for all sums due by virtue of the use of the card.
- (8) The cardholder and the account holder may not oppose the payment of slips bearing the cardholder's signature or drawn up using the cardholder's personal secret code. Similarly, they may not object to remote payments made by entering card details.
- (9) The issuer is a third party to disputes between the cardholder and the merchant, or between the account holder and the cardholder. The existence of such a dispute does not release the account holder from the obligation to reimburse any sums owed to the issuer as a result of the use of the card.
- (10) The amount of any credit slip signed by the merchant is credited to the card account.

10 PERSONAL SECRET CODE

The personal secret code is communicated to the cardholder either by means of a sealed envelope inside which it is printed, or via web-banking. As soon as the code number has been memorized, the cardholder must destroy the printout. The code is personal and non-transferable. The cardholder is responsible for its absolute secrecy, and must not write it down on the card, or on any document kept with the card or accessible to a third party, or pass it on to a third party.

11 LIMIT OF USE

The cardholder is not authorized to exceed the usage limit granted by the issuer under the conditions specified in article 8.

12 CARD ACCOUNT STATEMENT

- (1) Cardholders can track their card transactions on a daily basis by logging on to the issuer's web-banking system, using the access provided. A monthly statement of transactions (the card account statement) is made available to the cardholder no later than three working days after the last day of the month.
- (2) The cardholder must carefully check the card statement and inform the issuer immediately of any errors or irregularities. Any cardholder who does not contest the information contained in the statement by registered mail addressed to the issuer's head office within thirty days of receiving the statement is deemed to have accepted it.
- (3) Any change in the cardholder's address must be notified to the issuer by the account holder in accordance with the communication procedures between the issuer and the account holder specified in the Olky GCU.

13 CARD ACCOUNT

- (1) All sales slips and cash advances resulting from the use of the card are debited from the card account. Payment adjustments or cancellations initiated by merchants are credited to the card account.
- (2) For cash withdrawals, the withdrawal fees indicated in the tariffs are debited from the card account.
- (3) Transactions in foreign currencies are converted into euros by the organization responsible for the international clearing of the various card systems, at the exchange rate in force with Visa or Mastercard on the day the transaction is processed, plus this organization's exchange charges and the issuer's charges indicated in the rates.

14 CARD ACTIVATION

After receiving the card, the cardholder must activate it by making a purchase at a retail outlet. For security reasons, activation cannot be carried out via a remote Internet transaction.

15 LACK OF PROVISION

If the balance on the card account becomes overdrawn and the balance on the Olky account is insufficient to cover the debit, the issuer may block the card and notify affiliated merchants and companies, as well as licensing companies, and invite them to stop accepting the card. This blocking may be temporary or definitive at the issuer's initiative.

16 LOSS OR THEFT

- (1) In the event of loss or theft of the card, or even unintentional disclosure of the personal PIN number, or in the event of fraudulent use of the card, the cardholder and/or Olky account holder must block the card immediately via web-banking. In the event of theft or fraudulent use, the cardholder must also notify the issuer as soon as possible via the contact form accessible from his/her web-banking or via the link: https://www.olky.eu/fr/universe/support. He/she must also confirm the report as soon as possible by registered mail addressed to the issuer's head office, and report the theft or fraudulent use to the police authorities within 24 hours. Proof of this report to the police authorities must be provided to the issuer as soon as possible.
- (2) Once the issuer has recorded the cardholder's declaration, the cardholder and the account holder are no longer responsible for its use.
 - However, in the event of bad faith or serious imprudence on the part of the cardholder, in particular where the security rules listed in article 11 of the present general terms and conditions of use have not been respected, the cardholder and the account holder remain jointly and severally liable for the use of the card, even after the declarations made in accordance with paragraph 1^{er} of the present article.
- (3) If the cardholder finds his or her card after having blocked it from web-banking, he or she can also unblock it from web-banking. The card can then be used again under the same conditions as before it was blocked. However, this unblocking option is no longer available if the cardholder has notified the issuer in accordance with point (1) above. In this case, the cardholder may no longer use the card, and must return it cut in two pieces by registered mail to the issuer's head office. The same procedure must be followed if the cardholder knows or suspects that a third party has knowledge of the personal secret code.
- (4) Until the card is blocked, the cardholder and account holder are jointly and severally liable for the consequences of loss, theft or fraudulent use of the card by a third party.
- (5) The issuer reserves the right to block the card for objectively justified reasons relating to security, e.g. in the event of suspected unauthorized or fraudulent use, by informing the cardholder before or after blocking.

17 RECORDING TELEPHONE CONVERSATIONS

The account holder and the bearer authorize the issuer and its subcontractors, for security and evidence purposes, to record all telephone communications. The parties agree that recorded conversations may be used in legal proceedings, and acknowledge that they have the same evidential value as written documents.

18 CONTRACT DURATION AND TERMINATION - COMMON PROVISIONS

- (1) This contract is concluded for an indefinite period.
- (2) As a result of termination, in accordance with articles 18 and 19 below, if the balance of the card account is in debit, it becomes immediately payable and will be debited from the Olky account.
- (3) If there is a credit balance on the card account, this will be transferred to the Olky account after the expiry of the period during which card expenses may still occur.

19 TERMINATION BY THE HOLDER

- (1) If the cardholder or account holder cancels the contract, he/she must do so by registered letter addressed to the issuer's head office, enclosing the card cut into two pieces. Cancellation only becomes effective once the issuer has received the letter.
- (2) The issuer may apply a cancellation fee equivalent to 3 times the monthly subscription fee for the card mentioned in the price list.

20 TERMINATION BY THE ISSUER

- (1) If the issuer terminates the contract, it must inform the cardholder in writing, giving two months' notice.
- (2) Nevertheless, the issuer may terminate the contract with immediate effect, without prior notice, in the event of termination by the issuer of the Olky account agreement governed by the Olky GCU. In this case, the issuer may apply a termination fee equivalent to the number of months remaining from the termination date to the card expiry date, multiplied by the monthly subscription fee for the card mentioned in the tariffs.
- (3) Upon notification of cancellation by the issuer, the cardholder may no longer use the card and must return it to the issuer cut in two pieces. The cardholder and account holder remain jointly and severally liable for transactions carried out after notification of termination, until the card is returned to the issuer.
- (4) The obligation to pay for card transactions remains unaffected.
- (5) Any use of the card subsequent to the issuer's request for its return will result in appropriate legal action.

21 BENEFITS OFFERED

For certain types of card, the issuer may offer free benefits such as insurance or assistance systems abroad. To offer these benefits, the issuer uses external service providers who may be located outside Luxembourg, either within or outside the European Union. The cardholder accepts that the information concerning him/her, which is necessary for the provision of the service, may be communicated to the aforementioned service providers by the issuer.

22 MODIFICATION OF THESE GENERAL CONDITIONS OF USE

- (1) The issuer may modify the present general terms and conditions of use at any time by informing the cardholder and the account holder at least one month before the effective date of the modifications, either by e-mail, by a note on the card account statement, or by any other durable medium. Such modifications will be deemed approved if the issuer has not received a written objection from the account holder before the modification takes effect.
- (2) If the cardholder and account holder do not agree with the changes, they may terminate the contract immediately in writing under the conditions set out in article 21. The new general terms and conditions of use will not apply to them until the effective date of termination.
- (3) The account holder and the cardholder can obtain the latest applicable version of the general terms and conditions of use for Olky MasterCard cards at any time by visiting https://www.olky.eu.

23 APPLICABLE LAW - JURISDICTION

- (1) Relations between the issuer and the account holder, and between the issuer and the holder, are governed by Luxembourg law.
- (2) The courts of the Grand Duchy of Luxembourg shall have exclusive jurisdiction over any dispute between the account holder and the issuer and between the holder and the issuer.
- (3) The Olky GTC of the issuer shall apply insofar as they are not deviated from herein. Any derogation shall in no way invalidate the Olky TOU, but only the clause from which derogation has been made.
- (4) The terms and conditions of use of 3-D Secure are an integral part hereof.

24 LANGUAGE

These GCU have been drawn up in French and may be translated into several other languages. In the event of any inconsistency or contradiction in their interpretation, the French version shall prevail.

25 CONDITIONS OF USE OF 3-D SECURE

25.1 Object

3-D Secure is an internationally recognized cardholder identification standard for online payments using the appellation "MasterCard® SecureCode™" for MasterCard® payments and "Verified by Visa" for Visa payments. Its aim is to enhance the security of Internet transactions by limiting the risk of fraud.

These Terms and Conditions define the terms of use of the 3-D Secure service. They supplement and form an integral part of the general terms and conditions for the use of MasterCard cards on the Olky account (hereinafter referred to as the "Issuer Terms and Conditions") concerning the use of VISA or MasterCard cards between the institution that issued the card (hereinafter referred to as the "Issuer") and the cardholder (hereinafter referred to as the "Customer").

25.2 3-D Secure service activation

- 25.2.1 The Customer must agree to use 3-D Secure during an online transaction on a merchant site requiring this service.
- 25.2.2 If the customer refuses the 3-D Secure activation request, online transactions carried out on a site using 3-D Secure cannot be completed.
- 25.2.3 In order to use 3-D Secure, the customer must authenticate his card via web-banking. He must define a personal 3-D Secure code (consisting of 6 digits, hereinafter the "Password") which will be linked to the cell phone number he provided when applying for his card. This Password will be requested when authenticating a payment using 3-D Secure.
- 25.2.4 Activation of the 3-D Secure service is free of charge and takes place via a secure Internet connection. By activating 3-D Secure, the Customer accepts the present Conditions.
- 25.2.5 The customer must activate each card separately. In the event of replacement, the new card must also be activated

25.3 Card use and authorization

Authentication of a card payment using the authentication method chosen by the customer (from web-banking or by entering a code received by SMS) confirms approval of the card payment in accordance with the issuer's general terms and conditions.

25.4 Duty of care and cooperation

- 25.4.1 The Customer is responsible for taking all necessary measures to ensure the security of the Password and the authentication method he has configured. When authentication is carried out via web-banking, using the mobile application provided by the issuer, the customer must ensure that no third party can use his mobile for malicious purposes to authenticate a payment he has not accepted.
- 25.4.2 If the customer suspects fraudulent use, he/she must immediately inform the issuing institution. The customer is solely responsible for maintaining the confidentiality of the password and ensuring that no third party can use the cell phone to authenticate 3D-Secure transactions.
- 25.4.3 The Customer must immediately change his Password if he has reason to believe that a third party has become aware of it.

25.5 Liability

- 25.5.1 The liability clauses contained in the issuer's General Terms and Conditions remain valid.
- 25.5.2 The issuing institution does not guarantee the systematic availability of 3-D Secure and cannot be held liable for any damage resulting from a breakdown, interruption (including in the event of necessary maintenance) or overload of the systems of the issuing institution or of one of the third parties

mandated by the issuing institution.

25.5.3 Furthermore, the issuing establishment cannot be held responsible for any failure of the 3-D Secure service resulting from machine malfunction, labor disputes or other events beyond its control.

25.6 Modification of these Conditions

The issuing institution reserves the right to amend these Terms and Conditions at any time. The Customer will be informed of any changes in accordance with the corresponding provisions of the issuer's General Terms and Conditions.

25.7 Cancellation

The issuing institution reserves the right to terminate the 3-D Secure service at any time.

25.8 Applicable law and jurisdiction

Applicable law and jurisdiction will be determined in accordance with the relevant provisions of the Issuer's General Terms and Conditions.

Effective date: July 1er 2024

Signature of Olky account holder

Cardholder's signature