These Visa Debit General Terms and Conditions will come into force on 1 October 2023.

Definitions

The terms set out below are defined as follows for the purposes of these Visa Debit General Terms and Conditions:
- Internet Access: online banking and secure messaging service via the transactional part of the Bank's website and governed, depending on the communication channel used, by the Bank's General Terms and Conditions applicable to Internet and remote selling services or by the General Terms and Conditions of Professional Online Banking Services (MY ING Pro).
- Bank: ING Luxembourg, Société Anonyme of which particulars are given below, acting in the capacity of card-issuer and, where applicable, lender;
- Card: any Visa Debit card, whether primary (card issued in the name of a card account holder) or additional (card issued in the name of any person other than the primary card account holder) whether it be a consumer card or a business card;
- Visa Debit card: a debit payment card issued by Visa Europe and currently equipped with EMV technology based on the combination of an electronic chip and a secret code or any other technology adopted by Visa in the future;
- business card: a card issued to non-consumer account holders the use of which is restricted to business expenses; payments made using this type of card are billed directly to the account of the non-consumer account holder
A card taken out for business purposes can be identified by the addition of the word "Business" on the card issued.
It is the responsibility of the primary card account holder or cardholder to inform the Bank immediately of any error, particularly if he/she does not intend to subscribe to such a card for the purpose of a business professional activity;
- Contactless: additional function available on certain Visa Debit cards enabling transactions to be carried out on a network of automatic teller machines (ATMs) and point-of-sale (POS) terminals in Luxembourg and on the Visa network.
- Contactless terminal: Terminal (in principle displaying the Contactless logo), equipped with a technology enabling rapid transactions to be carried out simply by bringing the card equipped with the Contactless function towards the terminal and entering the PIN code if necessary; transactions that can be carried out without entering the PIN code and/or without signing the relevant receipt are those for an amount lower than the limit set by each POS terminal management body in each Visa Network country; such limits for Luxembourg may be changed at any time by each POS terminal management body concerned.
- consumer code: the code introduced by the Law of 8 April 2011, as subsequently amended.
- card account: current account or ING Orange Account to which transactions conducted using the card are recorded and to which the card and credit facility are linked;
- ING Orange Account: current account opened only on the Bank's website and managed only through the services on the secure My ING website;
- Primary card account holder: refers to all of the card account holders, or each individually; all of the primary cardholders being jointly and severally liable;
- cardholder: refers without distinction to natural persons to whom a card is issued and who are authorised to use that card individually or collectively;
- bank working day: a bank working day such as defined in the Bank's tariff in force;
- consumer: a natural person acting for purposes that fall outside the scope of his/her commercial, industrial, craft or professional activity;
- professional activity: order or use of the card by any person acting for purposes that come within the scope of his/her commercial, industrial, craft or professional activity;
- credit facility: a credit agreement under which the Bank authorises the primary cardholder to dispose of funds in excess of the credit balance on the card account in accordance with part B of these Visa Debit General Terms and Conditions;
- exceeding of agreed limit: an overdraft tacitly accepted or not whereby the Bank grants any cardholder, under the responsibility of the primary card account holder, access to funds in excess of the balance on the card account or agreed credit facility;
- annual percentage rate (APR): this is the total cost of credit, expressed as an annual percentage of the total value of the credit facility within the meaning of Article L.224-20 of the Consumer Code;
- remote selling: any order for a Visa Debit card and/or signature of these Visa Debit General Terms and Conditions that, employs for this order or subscription, only one or more remote communication methods until the conclusion of the necessary contract, including conclusion of the contract itself, notably via the Bank's website;
- ing.lu (http://www.ing.lu): web address providing access to the Bank's website;
- Visa network: network of automatic teller machines (ATMs), point-of-sale (POS) terminals or merchants where the Visa Debit card is accepted and can be used. This network currently covers mainly the countries of the European Union and the European Economic Area. Visa Europe or its legal successor is authorised to change at any time and without notice the territories in which the Visa Network is available without incurring the Bank's liability.
- The European Economic Area: the 27 Member States of the European Union, Iceland, Liechtenstein and Norway.
-3D Secure: 3D Secure is an internationally recognised standard for identifying a Visa Debit card holder for online payments using the "Verified by Visa" logo for payments with Visa Debit. Its purpose is to increase the security of international online transactions.
- Visa Debit General Terms and Conditions: these general terms and conditions.
- General Terms and Conditions of the Bank: the general terms and conditions of the Bank in force, as applicable to the primary holder of the card account ("General Terms and Conditions of the Bank (Retail & Private Banking)" for Retail and Private Banking clients, "General Terms and Conditions Business Banking" for Business Banking clients, and "Wholesale Banking Conditions" for Wholesale Banking clients), and also applicable to the cardholder by reference herein.
- General Terms and Conditions of the Bank- Internet and Remote Selling: general terms and conditions applicable to Internet and remote selling services.
- General Terms and Conditions for Professional Online Banking Services: general terms and conditions relating to electronic services for professional clients of online banking services offered by the Bank (My ING Pro).
-Third Party Guarantor: any third party guaranteeing the commitments of the primary card account holder and/or cardholders to the Bank.

A. PROVISIONS RELATING TO THE USE OF THE VISA DEBIT CARD

A.1. Applicable legal framework

The use of any Visa Debit card issued by ING is governed by the following terms and conditions:
The acceptance of a Visa Debit card by a consumer through remote selling is subject to the Consumer Code. Under these circumstances, the withdrawal period clauses in Article A.2.3. and following of these Visa Debit General Terms and Conditions are in particular applicable.
The primary card account holder and/or cardholder is entitled at any time to obtain a copy of the contractual terms applicable to services associated with the card in hard copy form or other durable medium. These conditions are also accessible on the Bank's website at www.ing.lu.

A.2. Entry into force/right of withdrawal

A.2.1. To obtain a card it is first necessary to make a card application to the Bank.
The Bank reserves the right to refuse the issue of a card without having to justify its decision.

A.2.2. If incomplete or incorrect information is supplied by the primary card account holder, with particular reference to his/her financial position, the Bank shall be authorised to reject the card application.

A credit facility requested in a card application by the primary card account holder may also be reduced by the Bank in view of the financial position of the latter. The primary card account holder (who will be responsible for passing on this information to the cardholder) shall be informed thereof by post or email.

A.2.3. (clause only applicable to the primary holder of the consumer card account) The primary card account holder and cardholder specifically declare that they have been informed that the contract relating to the card application will take effect after the card is used for the first time and no later than fourteen calendar days after the signature of the card application by the primary card account holder and the cardholder. They therefore retain the right to withdraw their card application until the entry into force of the contract by returning the card to the Bank as appropriate.
After this time, the primary card account holder and cardholder shall be deemed to have read, understood and accepted the card application form, the Bank's General Terms and Conditions, the Bank's tariff and these Visa Debit General Terms and Conditions.

A.2.4 If the primary card account holder exercises the right of withdrawal set down in article A.2.3.:
1° the primary card account holder must notify the Bank to this effect by registered letter or, if applicable, any other medium accepted by the Bank. The time limit during which this right may be exercised shall be deemed to have been complied with, providing that the notification has been dispatched prior to its expiry date and
2° where appropriate, the primary card account holder must refund to the Bank any capital plus interest accrued on that capital from the date of drawdown of the credit facility to the date of repayment of the capital , without undue delay and always within thirty calendar days of the date of issue of the notification of withdrawal to the Bank.
Interest payable will be calculated at the agreed debit rate. The Bank shall not be entitled to any indemnity from the primary card account holder other than an indemnity for non-recoverable charges disbursed by the Bank to a third party.
All other charges incurred after the activation of the card will be refunded to the primary card account holder within thirty days of the date of withdrawal, subject to the reimbursement of any credit used, as provided for in this Article A. 2.4.
Withdrawal from the contract linked to the card application will give rise to automatic cancellation of the credit facility linked to the card account and any ancillary contracts.

A.3. Issue of an (additional) card

A.3.1. The Bank may, at the request of the primary card account holder, issue an (additional) card to any person designated by the primary card account holder and approved by the Bank.
As a result, the primary cardholder authorises the cardholder to debit the card account using the (additional) card or, as the case may be, to deposit money into the card account via ATMs equipped for this purpose.
A.3.2. When an (additional) card is issued, the primary card account holder and cardholder are jointly and severally liable for all claims arising from the use of said (additional) card.
A.3.3. The Bank reserves the right to revoke an (additional) card at any time, notably at the written request of the primary card account holder, if the cardholder surrenders the card and whenever the provisions of Article C.1. below authorise it to do so in the various manners described therein. In such a case, the primary card account holder will remain jointly and severally liable with the cardholder in question for any transactions made using said card until such time as the card is returned, without prejudice to Article C.1. of these Visa Debit General Terms and Conditions.

A.4. Description of the services provided

A.4.1. The Visa Debit card can be used (i) for certain banking transactions (withdrawals, deposits, transfers, balance enquiries, etc.) at automatic teller machines (ATMs) and (ii) for payment transactions at point-of-sale (POS) terminals using a personal card equipped with a magnetic strip and/or an electronic chip and this throughout the national and international Visa network. The Visa Debit card can also be used to make remote payments, in particular at merchants accepting Visa Debit as a means of payment on the international Internet network
A.4.2. Transactions made using the card are debited from or credited to the card account and have the same status as cash transactions.
A.4.3. The crediting to an account of an amount resulting from a transaction whose settlement is not known or not concluded at the time of the booking shall, unless agreed otherwise, be made "under the usual reserves", even if the clause "under the usual reserves" is not specifically mentioned. If the transaction is not carried out or if there is an error as to the amount credited, the Bank shall be specifically authorised to debit the corresponding amount from the account without prior notice.

A.5. Card use

A.5.1. The cardholder may only use the card in accordance with the respective limits and in accordance with any credit facility notified to the primary card account holder. Thus, it is particularly important that the cardholder ensures that the available limit is not exceeded.

A.5.2. Withdrawal and payment transactions are made by introducing the card into the appropriate machine (indicated by the "Visa" logo) and entering a personal identification number (PIN number) or by any other payment formality accepted by the Visa Network including Contactless payment.
When a payment transaction is initiated by the cardholder or through the payee as part of a card-related payment transaction and the amount is not known at the time the cardholder gives his/her consent to perform the payment transaction, the Bank reserves the right to block the funds on the payer's payment account.
A.5.3. The cardholder may also make cash withdrawals or payments without inserting the card in the appropriate devices identified as such by the "VISA" logo and/or without entering the PIN number, using any payment formality accepted by the Visa system, including:
- by signing a sales or withdrawal slip;
- by scanning the magnetic strip and/or electronic chip in a simplified payment terminal (e.g.: petrol stations or motorway toll booths),
- simply provide the card number, expiry date and CVV2 code, if applicable, or
- use of the Contactless system.
A.5.4. Any withdrawal or payment made using the Visa Debit card in one of the manners described above shall be deemed to have been authorised by the primary card account holder and/or cardholder.
A.5.5. The Bank is thereby expressly authorised to debit the card-account with the amount of these transactions as recorded by the Visa Network electronic systems under the card number.
A.5.6. Any instruction, of any kind, given using the card is irrevocable once approved by the cardholder.
For transactions carried out using the "Contactless" system at automatic teller machines (ATMs), point-of-sale (POS) terminals or other payment devices, physical contact of the card with the terminal by the cardholder is considered as authorisation and confirmation of payment by the cardholder.
The Bank cannot be held liable for any technical incidents that may occur or for any disputes between merchants and cardholders.
The cardholder must immediately check the authenticity and accuracy of the data on the receipt for each transaction made with the Visa Debit card.
A.5.7. Use of the card shall be deemed to constitute specific acceptance of the Visa Debit General Terms and Conditions in force applicable to the card.

A.6. Form of consent - Proof of transactions

A.6.1. Any transaction made via the Visa service, using the card and/or confirmed by entering the card's PIN or by any other payment formality authorised by the Visa service, shall be deemed to have been made by the cardholder and only the cardholder.
A.6.2. Evidence that a transaction has been made and completed correctly is provided by the Bank in the form of the records kept by the Bank and/or the Visa system.
A.6.3. The primary card account holder and cardholder accept the fact that these records constitute formal and sufficient evidence that the transactions have been authorised by the cardholder.
A.6.4. Where the payment process involves the signature by the cardholder of a sales or withdrawal slip, it is the responsibility of the trader alone, and not the Bank, to verify the conformity of this signature.

A.7. Security regulations

A.7.1. Both the card and the PIN number are strictly personal and non-transferable.
A.7.2. The cardholder is bound, upon receipt of the card, to take the necessary steps to keep them safe, in particular, he/she undertakes:
- not to disclose his/her PIN number to any third party,and not to write it down,
- to keep his/her card in a safe place and not to entrust it to third parties, and
- to disclose the card number, expiry date and CVV2 code for the purposes of a transaction only to reputable traders.
Failure to observe these security instructions shall be deemed to constitute gross negligence and shall render both the primary card account holder and cardholder liable to bear the totality of any loss resulting from fraudulent use of the card until such time as it is reported in accordance with Article A.8 below.
A.7.3. The primary card account holder and cardholder accept and acknowledge that preventive procedures authorised by the Visa Network may be put in place in order to avoid potential fraud, notably in the case of businesses that Visa Europe knows to be or suspects of being involved in fraudulent activity, or in the case of countries that represent a risk, or in the case of simplified transactions that are conducted without entry of a PIN number. These procedures may result in the blocking of some or all of the card's functions.
Under no circumstances shall the Bank be held liable in such a situation.

A.7.4. Terms and conditions of use of the 3D Secure service

A.7.4.1. Purpose

The primary card account holder and/or the cardholder can immediately check on the merchant's website if they have chosen to secure payments via the 3D Secure standard. These 3D Secure service terms and conditions of use set down the procedures for use of the latest version of 3D Secure technology.

A.7.4.2. Activating the 3D Secure service

A.7.4.2.1. The Bank reserves the right to activate the "3D Secure" service on any Visa Debit card, at its own initiative.
Depending on the information available to it (mobile phone number or LuxTrust certificate or any other data enabling identification), the Bank will opt for one of the authentication methods described in article A.7.4.2.3. thus enabling the primary account holder and/or cardholder to carry out an Internet transaction requiring "3D Secure" identification.
A.7.4.2.2. The primary card account holder and/or cardholder may check that the "3D Secure" service has been activated or activate the "3D Secure" service themselves by registering their card in accordance with the procedure defined by the Bank using their Internet Access at the Bank or, where applicable, via a portal dedicated to the 3D Secure service.
A.7.4.2.3. 3D Secure transaction validation
Validation of the 3D Secure transaction with a Signing Serve Token type LuxTrust certificate (hereinafter the "LuxTrust certificate"): In order to link the LuxTrust certificate to their card, the primary card account holder and/or the cardholder must enter their LuxTrust User ID, their LuxTrust password and the one-time password provided by the LuxTrust certificate during the activation procedure.
The Bank reserves the right to modify or withdraw the means of authentication described above, subject to two months' notice, in

particular in order to comply with any changes in the applicable regulations.
A.7.4.2.4. The primary card account holder or cardholder may also be required to define a personal security message. The personal security message will appear on all 3D Secure transactions.
A.7.4.2.5. Activation of the 3D Secure service is free and takes place over an encrypted Internet connection. Where applicable, by activating 3D Secure, the primary card account holder and/or cardholder specifically accepts these terms and conditions.
A.7.4.2.6. The primary card account holder or the cardholder must activate each of their cards separately. If the primary card account holder or the cardholder receive(s) a new card with a new PIN number (e.g. in the case of loss or theft), this card must also be 3D Secure activated.
A.7.4.2.7. Transactions cannot be executed with online merchants requiring 3D Secure identification if 3D Secure hasn't been activated.

A.7.4.3. Card use and authorisation

Execution of a 3D Secure transaction with a Signing Server Token type LuxTrust certificate (hereinafter the "LuxTrust certificate"):
The cardholder must validate execution of 3D Secure transactions with their LuxTrust User ID, LuxTrust password and the one-time password provided on the LuxTrust certificate.

A.7.4.4. Obligation of due diligence and co-operation

A.7.4.4.1. The primary card account holder or the cardholder depending on the case, must ensure the protection and secrecy of their security elements and of any tools or systems (card, LuxTrust certificate or mobile telephone) required for transaction validation. They must not write down the security elements or save them in electronic format in either full or modified form, whether encrypted or not, or provide them to a third party.
They must not write down or save their personal security message in an electronic format, either in full or modified form, whether encrypted or not, either close to the card or elsewhere. The primary card account holder and/or the cardholder also agree not to provide their personal security message to third parties or to make it accessible to any third parties in any way whatsoever.
A.7.4.4.2. When validating the 3D Secure transaction, the primary card account holder or the cardholder must ensure that the dedicated portal includes all of the following security elements:

- The portal address begins with "https"
- The portal address bar displays a lock
- where applicable, the portal includes the personal security message defined by the primary card account holder or the cardholder, as the case may be,
- The portal contains the logo "Verified by Visa".

Should any of these security elements be absent from the dedicated portal, the primary card account holder and/or the cardholder, depending on the case, must refrain from validating the transaction. They will be solely liable for any prejudice resulting from the entry of their security elements and validation of the transaction.
A.7.4.4.3. In the event that one of the security elements is missing from the dedicated portal, or if fraudulent use of the security elements is suspected by the primary card account holder and/or the cardholder, they must immediately inform the Bank and block the card in accordance with the procedures set down in these Visa Debit General Terms and Conditions. **The primary card account holder and/or the cardholder must immediately change their personal security message if they have reason to believe that a third party has knowledge of it.**

A.7.4.5. Processing of personal data and sub-contracting

A.7.4.5.1. The Bank, which is responsible for processing personal data, undertakes to process the data of the primary card account holder and any cardholder in accordance with the applicable legislation on the protection of natural persons with regard to the processing of personal data, the General Terms and Conditions of the Bank and the Privacy Statement available on the website www.ing.lu or at a branch on request.
In accordance with the legislation in force in the Grand Duchy of Luxembourg, the individuals concerned have (i) a right to access, (ii) a right to rectify and, where applicable, (iii) a right to object and (iv) a right to delete their personal data.
The data provided when applying for and using the Visa Debit card and, where applicable, at a later date in connection with the management of transactions linked to the use of the Visa Debit card, are processed by the Bank in particular for the purposes of managing accounts and payments, for the smooth operation of the card, to grant and manage loans, for commercial promotion of banking, insurance and assistance services, to manage the relationship with the primary card account holder and the cardholder and to control transactions and prevent irregularities and fraud, and to manage any disputes or debt collection issues. This data may be communicated to other ING Group entities established in the European Union and carrying out banking, insurance or financial activities (list on request) for the purposes of central client management, commercial promotion, management of the relationship with the primary card account holder and the cardholder, provision of their services (where applicable) and checking the regularity of transactions (including the prevention of irregularities and fraud). It may also be communicated to insurance companies outside the ING Group established in the European Union and to service providers printing the cards.
The primary card account holder and the cardholder are also informed that their personal data required to operate the card and payment transactions may be passed on by the Bank and Visa to any interested and duly authorised third party in the Visa Network inside and outside the European Union, as well as to merchants and companies with whom the card is used, and to organisations responsible for card management, clearing payments and managing authorisations relating to the card.
The same applies to personal data used to secure payments, including when the card has been blocked. For the rest, it is referred to the section relating to the processing of personal data in the General terms and conditions of the Bank, which remain applicable to the processing of personal data carried out in the context of these Visa Debit General Terms and Conditions.
A.7.4.5.2. In addition to the provisions covering the processing of personal data included in these Visa Debit General Terms and Conditions, the primary card account holder and/or the cardholder specifically authorises the Bank to send their personal data to third parties whose intervention is required to operate the 3D Secure service, in particular to the companies responsible for managing the codes required to activate the 3D Secure service, and to validate 3D Secure transactions.
Given this context, the primary card account holder and/or the cardholder specifically acknowledges that they have been informed that use of the 3D Secure service requires the intervention of third-party companies, in particular for validation via the LuxTrust certificate, for transmission of the activation code and management of the dedicated portal. The data transmitted can also be stored with these third-party companies, including in other countries (list available on request).

A.7.4.5.3. When the Bank replaces the card (renewal on expiry or replacement due to theft, loss or fraud), Visa Debit requires the Bank to provide it with the new card's details in order to ensure that the recurring payments to which the primary card account holder and/or cardholder subscribed with the old card are indeed carried over to the new card, unless the primary card account holder and/or cardholder object to this at the time of this renewal.
A.7.4.5.4. In order to provide the best possible services to the primary card account holder and any cardholder and to the highest quality standards, to comply with regulations and benefit from the technical resources of qualified specialists, the Bank may sub-contract out all or part of certain tasks or activities to third parties in Luxembourg, abroad or to another ING entity anywhere in the world (hereinafter the "Service Provider").
In particular, the Bank may sub-contract out some or all of the following tasks and activities (together the "Sub-contracting"):

- The management of payment card processing (including the 3D Secure service), i.e. in particular:
    - Card life cycle management (ordering, blocking, etc.) ;
    - Transaction management (authentication verification, check on transaction limits, transaction settlement and clearing processes, etc.);
    - Monitoring fraudulent transactions;
    - Complaints management.
- Management of payment card production and delivery

In this context, the primary card account holder and cardholder are hereby informed and consent to the fact that (i) in the context of card management (including the 3D Secure service), certain information may be made accessible on a confidential basis to ING Bank NV (Netherlands), to its subsidiaries in Poland and to Financial Sector Professionals (FSPs) in Luxembourg, currently (a) LuxTrust and (b) Worldline Financial Services and its affiliated companies in France, Belgium and Germany, and (ii) for the purpose of card production, certain information may be made accessible on a confidential basis to ING Bank NV in the Netherlands or to its subsidiaries in Poland and/or to their partner Thales (or its subsidiaries) in France and/or Germany. For the rest, the primary card account holder (and any cardholder) is referred to the General terms and conditions of the Bank in force (and more specifically, to article A.9 bis "Outsourcing" for Retail Banking, Private Banking and Business Banking clients, and to articles 7 and 8 of the Schedule “Country Specifics Luxembourg” in the "Wholesale Banking Conditions" for Wholesale Banking clients), and to the appendix in force relating to the outsourcing of services.

A.7.4.6. Liability

A.7.4.6.1. The liability clauses in these Visa Debit General Terms and Conditions and in the General terms and Conditions of the Bank are valid for 3D Secure use.
The Bank does not guarantee that the 3D Secure service will always be available and cannot be held liable for any damages resulting from service failures, disruptions (including for required system maintenance) or overloading of the systems of the Bank or of any of the Bank’s commissioned third parties.
A.7.4.6.2. The Bank cannot be held liable for any 3D Secure service failures, respectively for damage resulting from a failure, malfunction or disruption of electronic communications networks (Internet, mobile telephony) or public servers, or from social conflict or any other events outside of its control.

A.7.4.7. Termination

The Bank reserves the right to terminate the 3D Secure service at any time.

A.8. Loss or theft

A.8.1. In the event of the loss, theft or fraudulent use of the card or card number, or in the event of the card number and expiry date being communicated to a third party, if he/she believes that a third party has been able to access the PIN number, the primary card account holder and/or the cardholder must immediately inform the Bank at the telephone number +(352) 49 49 94, accessible 24 hours a day (the call is transferred to Visa Inc. outside the Bank's working hours) and stating the number of the card in question.
The primary card account holder and the cardholder shall be liable for unlimited losses resulting from unauthorised payment transactions, particularly if the losses are the result of fraudulent actions on their part or of a failure to comply, either intentionally or as a result of gross negligence, with the conditions governing the issue and use of the card. This will also be the case if the cardholder delays informing the Bank or the entity designated by the latter of the loss, theft or misappropriation or of any unauthorised use of the payment instrument.
If the primary cardholder is a consumer, the latter and the cardholder shall bear all losses arising from unauthorised payment transactions, to the extent permitted by law. However, no limitation will be accepted in the cases listed in the previous paragraph in the event of fraud or gross negligence in the use of the card.
The cardholder alone is responsible for the safekeeping of his/her PIN number. The correct use of the card by a third party involving the entry of the PIN number shall be deemed by default to constitute proof that the PIN number was accessible to a third party. However, the cardholder shall be authorised to provide evidence to the contrary.
The cardholder shall give the Bank any information he/she has about the circumstances of the loss or theft and shall take the necessary measures to find the missing card. They shall provide the Bank with a copy of the declaration of loss/theft made to the relevant police authorities.
A.8.2 Where the loss, theft or fraudulent use of a card is reported to the Bank, the Bank reserves the right to replace the card at the expense of the primary card account holder in accordance with the Bank's tariff in force at the time. The same provision applies to cards which are damaged or broken.
A.8.3. Information provided by the Bank to the primary card account holder and to the cardholder in the event of suspected or actual fraud
The Bank provides the primary card account holder and the cardholder with a form that enables the primary card account holder and the cardholder to notify the Bank of suspected or actual fraud or security threats.
This form is available on the website www.ing.lu.

A.9. Transactions recording and account statements (“arrêtés de compte”)

A.9.1. Transactions with the card are recorded in the card account as and when the Bank receives the records of transactions transmitted by the Visa system. Unless otherwise indicated or agreed, accounts statements relating to current accounts or ING Orange Accounts will be issued annually and account statements for current accounts or ING Orange Accounts with a credit facility will be issued quarterly.

A.9.2. In the event of an unauthorised debit balance on the card account or, where applicable, if the limit set for the credit line is exceeded, an overdraft commission, corresponding, if not agreed otherwise, to interest of 3% per annum in addition to the applicable annual interest rate, will automatically be payable on the amount of the debit balance exceeding this limit in proportion to the number of days elapsed since the account was debited or the limit was exceeded, whichever the case may be.
In the event of an unauthorised debit balance on the card account or if the limit set for the credit line is exceeded, the Bank reserves the right to withdraw the card(s) issued to the card account.
A.9.3. All amounts due and all payments shall be effected net of all taxes, duties or levies of whatsoever type.
A.9.4 Without prejudice to the rules relating to business addresses provided for in the applicable General Terms and Conditions of the Bank, in the event of failure to dispute the account statements ("extraits et arrêtés de comptes") within 60 days of the date of issue thereof, the statements shall be deemed to be accurate and approved by the cardholder.

A.10. Usage limits

A.10.1. ATM deposits and withdrawals at ATMs as well as payments on POS terminals are limited for each card to the periods and amounts indicated in the Bank's tariff in force at the time of the deposit, withdrawal or payment or according to the use limits such as defined in an agreement between the primary card account holder and the Bank, on the understanding that transactions, both on ATMs and POS terminals, can only be made within the limits of the funds available on the account or credit facility.
A.10.2. The Bank may, subject to the conditions set out in Article C.2 of these Visa Debit General Terms and Conditions, change at any time the limits on funds available for withdrawal or deposit, subject to a notification to the primary card account holder to this effect.

A.11. Validity of the card

A.11.1. The card is valid until the last day of the calendar month and year mentioned on the card. Upon expiry, the card must be returned to the Bank.
If the card is not returned, the primary card account holder and the cardholder shall, in general, be jointly and severally liable for any consequences which may arise as a result.
A.11.2. The card is renewed automatically upon expiry.

A.12. Exclusion of liability

A.12.1. The Bank shall not be held liable for any prejudice suffered in relation to the failure of ATMs, POS terminals or indirect losses suffered due to any failure of any nature in the operation of the Visa Network.
A.12.2. Moreover, the Bank shall not be held liable for any prejudice suffered following any network failure, Visa Network modifications or any other event outside the Bank's reasonable control.
A.12.3. Similarly, the Bank shall under no circumstances be held liable if the card is refused by a retailer for any reason whatsoever.
A.12.4. Finally, the Bank may not be held liable for the acts or omissions of merchants, affiliated companies and third-party payment applications to which the primary card account holder and/or the cardholder have linked their card in order to initiate payment transactions, nor for any disputes that may arise between the former and the primary card account holder and/or the cardholder.

B. PROVISIONS APPLICABLE TO THE CREDIT FACILITY LINKED TO THE CARD ACCOUNT

B.1. Applicable legal framework

A credit facility can be linked to the card account and to the card. The credit facility shall be regulated by the Consumer Code unless the purpose of the credit facility is linked to the professional business activity of the primary card account holder.

B.2. Formation and execution of the credit contract

B.2.1. The credit facility linked to the card account may be set up when the primary card account holder signs the card application stipulating the amount of the credit facility or may be set up subsequently when applying for a credit facility to be linked to the card account.
If the card is not renewed or is withdrawn, the credit line will be cancelled and the primary card account holder will be obliged to reimburse any debit in the account and to operate the account on a credit-only basis from then on.
B.2.2. The Bank is obliged to activate the approved credit facility by no later than the time at which the card is issued subject to the required conditions having been met and all of the requested securities having been provided to the Bank.
B.2.3. Upon signature of the card application and in accordance with the above, the relevant credit facility shall replace and cancel any other credit facility to which the primary card account holder had access previously for the same card account held with the Bank.
B.2.4. The Bank is authorised to refuse to grant a credit facility, or, if applicable, to modify or reduce the amount of the credit facility granted at any time, and will inform the primary card account holder of this by any means of correspondence (postal and/or electronic) or other means deemed appropriate by the Bank, without having to justify its decision.

B.3. Use of the credit facility associated with the card

Unless expressly stipulated to the contrary, the credit facility will be linked exclusively to the card account. In accordance with the credit facility, the Bank allows the primary card account holder access, during the period of validity of the card, to a credit facility on the card account up to an amount to be indicated by the Bank in the card application or in correspondence issued at a later date to the primary card account holder. The primary card account holder may make use of this credit facility at any time by debiting the account up to the stipulated limit, which will be reconstituted as sums are credited to the account.
Withdrawals, credit repayments, interest, charges and indemnities will be debited or credited, as applicable, to the card account to which the credit facility relates.
Any sums deposited in the Bank in favour of the primary card account holder or cardholder will be used at the Bank's discretion to discharge any debt in whole or part. The primary card account holder or cardholder specifically waive the benefit of Article 1253 of the Civil Code, which provides that a person liable for several different debts is entitled to identify the debt to be discharged when making a deposit. The appropriation of a deposit under these circumstances and any resultant record in the account, will not give rise to novation.

B.4. Annual percentage rate ("APR") (not applicable if the credit facility is granted for the purposes of a professional activity)
The annual percentage rate ("APR") indicated on the "Standard European Consumer Credit Information Form in relation to overdrafts" ("European form") will be calculated at the date of the card application and expressed in line with the representative example provided under regulations in force.

B.5. Unauthorised exceeding of the credit limit

It is prohibited to exceed the amount or duration of a credit facility. However, if such a situation arises, it must be immediately regularised without formal notice to do so being required.
Exceeding a credit facility constitutes an unauthorised overdraft and shall under no circumstances be interpreted as the tacit granting of an overdraft facility or as an increase or extension to a credit facility. Default interest will be imposed on sums exceeding the limit stated in terms of amount or duration in accordance with Article C.2. of these Visa Debit General Terms and Conditions. Drawdowns of credit facilities will be suspended pending regularisation of the situation.

B.6. Securities and guarantees

B.6.1.The primary card account holder and/or cardholder may not, unless agreed by the Bank, make use of the credit facility until the agreed formal procedures have been completed and any security required has been provided and rendered invocable against third parties; the term "security" is interpreted in its broadest sense and includes commitments of any kind of which the Bank has taken account in issuing or maintaining the credit facility.
B.6.2.Unless agreed to the contrary, all securities and guarantees provided or to be provided by or on behalf of the primary card account holder in the Bank's favour will, irrespective of the date of provision thereof, always secure the payment or repayment of all the sums for which the primary card account holder may be liable, now or in the future, by virtue of any business relationship, prior to, concomitant with or subsequent to the present credit facility, between the primary card account holder and the Bank now or in the future, individually or jointly and severally with third parties.
B.6.3. The provision of further securities or guarantees will not cancel securities or guarantees previously provided unless specifically agreed by the Bank in writing.

B.7. Charges associated with securities and guarantees, including recovery costs

Any charges resulting from the provision of securities must be borne by the primary card account holder and, in the event of default on the part of the latter, the Third Party Guarantor(s). This provision also applies to charges or disbursements incurred by the Bank due to delay in the performance or non-performance on the part of the primary card account holder, which must be borne by the latter, with particular reference to the costs of reminders and recovery of the Bank's debt from the primary card account holder and Third Party Guarantor(s).
In the event of the instigation of legal proceedings following payment default, the legal expenses thereby incurred will be incumbent on the losing party, without prejudice to the final decision of any court on this matter.

B.8. Third Party Guarantor (including sureties)

In the event of total or partial suspension of a credit facility, the Bank shall be entitled to call for fulfilment of the commitments of the Third Party Guarantor (including sureties), concomitantly with fulfilment of the commitments of the primary card account holder. With effect from the date of a formal notice issued by registered mail to a Third Party Guarantor who has provided a personal security, the sum called in will automatically be subject to interest, commission and incidental charges at the rates in force, and will also include recovery charges incurred by the Bank.

Until the full repayment of the commitments secured by the Third Party Guarantor, the latter:
- acknowledges that any changes to clauses, conditions and procedures relating to the credit facility, whether this facility is due or not, may be enforced against the Third Party Guarantor even if the latter was not notified of such changes;
- must provide the Bank at first request with any information regarded by the Bank as necessary for an assessment of its economic and financial position;
- undertakes not to invoke subrogation to the rights of the Bank or exercise any right or remedy against the borrower or a Third Party Guarantor in relation to payments made to the Bank;
- undertakes not to provide any security in favour of a third party on an asset previously secured in the Bank's favour.
The Bank is authorised at any time to send to the Third Party Guarantor, and to the heirs and assigns of the primary card account holder in the event of the decease of the latter, a statement of the commitments of the primary card account holder. However, the Bank is under no obligation spontaneously to do so.

B.9. Sureties

Without prejudice to the provisions of the previous Article, sureties undertake jointly and severally, among themselves and with the primary card account holder(s), vis-a-vis the Bank and within the limits of the commitments entered into, to reimburse capital and interest in the event that the primary cardholder(s) are in default of payment within the framework of this contract. Sureties also waive the application of Article 2037 of the Civil Code and acknowledge the fact that, if all unpaid sums under the credit facility become immediately due and payable for one or more primary cardholders ("déchéance du terme"), it will also apply to the sureties. Debts claimable from sureties will automatically bear interest at a rate equivalent to that applicable to the primary debtor.

B.10. Cancellation of a credit facility

In the event of failure to comply with any provision in these Visa Debit General Terms and Conditions or any obligation attaching thereto, the Bank shall be entitled to terminate the credit facility with immediate effect and call for the immediate repayment of all unpaid sums, due or not due, without prejudice to the imposition of default interest, to be calculated on capital sums outstanding in accordance with Article C.2. below.
The credit facility associated with the card may similarly be cancelled by the Bank by registered letter at any time without advance notice or formal notice:
a) if the primary card account holder or cardholder or a Third Party Guarantor contravenes any of their statutory, regulatory or contractual obligations arising from the credit facility or any agreement or obligation relating thereto or any statutory or regulatory obligations relating to their capacity, status, legal form or activity and in particular in the event of the absence or loss of any authorisation required to carry out their activities;
b) in the event of the disappearance or decline in value, for any reason whatsoever, of one or more real or personal guarantees

issued to the Bank or, in general, an event liable to give rise to the disappearance, decline in value or total or partial non-availability of the assets of the primary card account holder or Third Party Guarantor, notably in the event of the instigation or proceedings and/or protests against the primary card account holder, attachment or an action for recovery of assets of the latter or if items of information in the Bank's possession are, in the latter's estimation, liable to give rise to such an event in the imminent future;
c) in the event of bankruptcy, an application for suspension of payment, any collective debt settlement procedure or a judicial or amicable arrangement with creditors instigated by the primary card account holder, and any other proceedings or *de jure* or *de facto* situation which, having regard to the applicable law, implies a delay or suspension of payments or involves an extension of maturity, ; in case of insolvency or suspension of payments; in case of a simple intention manifested by the primary card account holder to file for bankruptcy, apply for a suspension of payment or arrangement with creditors or instigate such a procedure;
d) in the event of a delay in the fulfilment of any obligation by the primary card account holder or cardholder to any tax authority, social security body or any creditor whatsoever (including the Bank or any other credit institution) or in the event of proceedings being taken against him/her by any of his/her creditors;
e) if it results from material factors (including, in particular, delay or negligence in the keeping of accounts, early payment or delay in the performance of any obligation by the primary card account holder or the cardholder to any creditor whatsoever) or factors relating to the reputation of the primary card account holder or the cardholder, that the Bank's confidence in the ability of the primary card account holder or the cardholder to repay is undermined or, at the very least, if the assets of the primary card account holder or the cardholder have suffered losses jeopardising their solvency; if obligations to the Bank or any other creditor are not met, are postponed or fall due early;
f) in the event of the death of the primary card account holder or cardholder; and
g) in the event of legal interdiction, placing under judicial protection or other procedure the purpose of which is to limit the legal capacity of the primary card account holder or cardholder;
h) in the event of a change to the marital regime of the primary card account holder or cardholder;
i) in the event of dissolution of the community, in the event of a request for judicial separation of property, in case of divorce proceedings or legal separation;
j) in the event that a criminal investigation (in particular an international letter rogatory) likely to result in a criminal or correctional sentence is opened against the primary card account holder or the cardholder, the Third Party Guarantor, or one of their de jure or de facto bodies (in the event that the primary card account holder, the cardholder or the Third Party Guarantor is a company), or, at the very least, in the event that the primary card account holder, the cardholder or the Third Party Guarantor carries out transactions that are abnormal or irregular with regard to generally accepted business practices or in the event of an incomplete or inaccurate declaration, in particular with regard to the assets and liabilities comprising their assets;
k) in the event of total or partial cessation of business, a change in the form or activity of the company, voluntary or judicial liquidation of the borrower, in the event of a simple intention to do so, if an expert report shows that the company of the primary card account holder or cardholder has suffered losses that jeopardise its solvency, or if an event is likely to lead to one of these situations in the near future;
l) in the event of partial or total unavailability of the assets of the primary card account holder or cardholder, in particular as a result of civil, criminal, legal or other seizure, implementation of a retention of title clause by a supplier or in the event of an event likely, in the Bank's opinion, to lead to one of these situations in the near future;
m) if the Bank establishes at a later date that the primary card account holder or cardholder has provided false or incomplete declarations on the credit application or thereafter;
n) in the event of the insolvency of a Third Party Guarantor or if the Third Party Guarantor revokes his/her commitment;
o) if the primary card account holder or Third Party Guarantor leaves the country to relocate abroad without first notifying the Bank to this effect;
p) if the Third Party Guarantor(s) finds themselves in any of the situations listed above;
q) in general, under any circumstance provided for in law, with particular reference to Article 1188 of the Civil Code.
If, notwithstanding the occurrence of any of the events listed above, the Bank fails to invoke its right to terminate the credit facility, this tolerance or partial availing cannot be invoked at a later date as constituting a waiver on the part of the Bank to avail itself at a later date of rights vested in it under the present Article.
In the event of termination of the credit facility, the Bank is entitled to realise any guarantees in its possession and instigate any protective measure, seizure or freezing of assets.
As a result of the Bank's termination of the credit facility, the effective balance outstanding in principal, interest, charges and incidental expenses shall become automatically due.
In the event of the instigation of legal proceedings following payment default, the legal expenses thereby incurred will be incumbent on the losing party, without prejudice to the final decision of any court on this matter.

B.11. Suspension of the credit contract

The Bank may, for reasons objectively justified, notably if it has access to information indicating that the primary card account holder or cardholder will cease to be in a position to abide by its obligations, suspend the right of the primary card account holder and/or cardholder to draw down amounts of the credit facility. The Bank must inform the primary card account holder of the suspension and the reasons for this decision in hard copy form or other durable medium, if possible in advance of the suspension taking effect and at all events immediately afterwards, unless the disclosure of this information is prohibited by other legislation or conflicts with the objectives of public policy or public safety.

B.12. Death of the primary card account holder

In the event that a primary holder of a card account is a natural person, use of the card and, where applicable, the associated credit facility will be automatically terminated as soon as the Bank is aware of the death of the primary card account holder or cardholder.
All heirs and assigns of the primary card account holder and the Third Party Guarantor shall remain jointly and severally liable for all commitments made by the primary card account holder.

B.13. Disclosure obligations of the primary card account holder and the Third Party Guarantor(s)

The primary card account holder and, where applicable, the Third Party Guarantor(s) declare(s) that the information supplied to the Bank for the purposes of negotiation of the credit facility linked to the card is accurate and complete and undertake (s) to take the initiative in informing the Bank without delay of any facts liable to have a negative impact on its/their capacity for repayment, financial position or solvency.
The primary card account holder must, at first request, provide the Bank with any information required to assess its assets and liabilities.
The primary card account holder or Third Party Guarantor undertakes to notify the Bank immediately of any change of address.
In case of failure to abide by this obligation, the primary card account holder or Third Party Guarantor authorises the Bank furthermore to avail itself of these Visa Debit General Terms and Conditions to instigate at its expense address request procedures with the appropriate authorities.
In the absence of a notification to this effect, any communications, service, summons or presentations will be validly sent to the latest domicile communicated to the Bank in writing or to the last know registered office known to the Bank. The primary card account holder or Third Party Guarantor, as applicable, will be entirely liable for the consequences of this omission.
Any costs incurred by the Bank in identifying the new address and/or new registered office of the primary card account holder or Third Party Guarantor will be at the latter's expense.

B.14. Joint and several liability

All card account holders and cardholders will be jointly and severally liable to the Bank for all commitments entered into under these Visa Debit General Terms and Conditions, including those arising from the credit facility. If the said commitments (including, without limitation, the unpaid sums under the credit facility) become immediately due and payable for one of them ("déchéance du terme"), it will also apply to all the others.
A provisional or definitive suspension of payment requested by or accorded to a primary card account holder and/or cardholder or a statement of excusability ("déclaration d'excusabilité") of a primary card account holder and/or cardholder cannot be invoked in favour of the other account holders/ cardholders.

C. GENERAL ADDITIONAL PROVISIONS APPLICABLE TO THE CARD AND ASSOCIATED CREDIT FACILITY

C.1. Termination or suspension

C.1.1. The card is granted for an indefinite period.
C.1.2. The primary card account holder or cardholder may terminate the contract at any time subject to one month's advance notice. They must return the card to the Bank for cancellation no later than the expiry date of the contract. The primary card account holder and cardholder shall however remain bound jointly and severally to repay to the Bank any debit balances on the card account, transactions pending and any other commitments made in respect of the Bank in relation to the use of the card(s). The Bank reserves the right to charge a fee for the termination of the contract in accordance with its tariff in force at the time, except in the case of termination of the contract by a consumer after a period of twelve months.
C.1.3. Without prejudice to any other right of termination accorded to the Bank under these Visa Debit General Terms and Conditions, the Bank may terminate the contract, subject to the provision of two months advance notice to the primary card account holder by post or electronic mail (it is then incumbent on the primary card account holder to inform any cardholder concerned). Once the notice period has expired, all cards must be returned immediately to the Bank, which accepts no liability for transactions carried out with the card(s) after termination of the contract.
C.1.4. If the contract is terminated for any reason whatsoever, the credit facility associated with the card will be terminated and the total amount of any debit on the card account shall become automatically due.
C.1.5. The final account statement ("arrêté de compte") of the card account will only become definitive six months after the return of the card(s). Any credit balance on the account in question will not therefore be transferred to the primary card account holder until the expiry of this six-month time limit. Any securities attached to the card shall therefore be retained for the same period.
C.1.6. The Bank may also, at any time and at its entire discretion, suspend definitively or temporarily, any or all of the card's functions for any reason relating to:
- the security of the card, and notably to the expiry of the period of validity of the card, in the event of closure of the card account, damage or breakage of the card or transactions which appear to represent a breach of public order or decency or to have been made for illegal purposes;
- any presumption that the card has been used without authorisation or fraudulently and notably at the request of the primary card account holder and/or cardholder, during any fraud prevention procedure following Visa's regulations, and if the card is returned for cancellation;
- if the Bank establishes that, having regard to the solvency of the primary card account holder, on the basis of information at its disposal, there is a risk that the primary card account holder will be incapable of meeting its payment obligations, the guarantees obtained are insufficient or securities requested have not been obtained; or
- in all other cases covered in the applicable General Terms and Conditions of the Bank.
If the card is blocked, the Bank shall inform the primary card account holder and/or cardholder that it has been blocked and the reasons for the decision in the form of a notice on the ATM or POS terminal, in a statement of account or by mail (paper or electronic), if possible before the card is blocked and otherwise immediately thereafter, unless providing this information is unacceptable for security reasons or prohibited under any European or national legislation.
The Bank shall release the card or replace it with a new card as soon as the reasons for which it was blocked cease to apply.
The primary card account holder and cardholder shall not be entitled to claim any compensation as a result of the suspension of the card under the conditions set out in this article.
The primary card account holder may request that the card be released by contacting their local branch or telephoning +(352).49.49.94.
The Bank shall be entitled to refuse the unblocking if, at its full discretion, it considers that the reasons for blocking persist.

For security reasons, the card may not be released and shall be replaced automatically in case of reported loss, theft or fraudulent use.

C.2. Fees

C.2.1. Debit and credit interest

C.2.1.1. Without prejudice to the contents of Article A.9, the annual debit rate applicable to this credit facility will be as indicated in the Bank's tariff in force at the moment of use on the card account. This interest is calculated over the exact number of days the account is overdrawn.
The Bank reserves the right to modify the debit or credit interest rates, fees or commission at any time, depending on market conditions. The Bank shall determine the means by which these changes are brought to the attention of the primary card account holder.
C.2.1.2. Interest payable shall be offset against credit interest payable on the card account, to be calculated each month.
No debit interest shall be payable on sums repaid (including the minimum compulsory repayment) in advance of the limit date indicated on the statement.
C.2.1.3. Furthermore, the card account bears credit or debit interest calculated on a prorata temporis basis, based on the account balance and in accordance with the Bank's tariff in force at the time.

C.2.2. Fees and charges

C.2.2.1. The card is issued against payment of a monthly fee which is deducted automatically from the card account.
The amount of this fee is set out in the Bank's tariff in force, available at any branch and on the Bank's website.
C.2.2.2. Cash withdrawals from ATMs using the card will be liable to commission, to be debited from the card account in accordance with the Bank's tariff in force on the statement date.
C.2.2.3. In the event of currency conversion, the Bank shall debit a currency conversion charge from the account in accordance with its tariff in force at the time and in the currency of the account.
C.2.2.4. The Bank reserves the right at any time to change the exchange rates, the debit and credit interest rates and the charges and fees relating to the card, according to the procedures and conditions laid down in the General Terms and Conditions of the Bank in force at the time, only the primary card account holder will be notified of this.

C.3. Amendments to these Visa Debit General Terms and Conditions

Without prejudice to the Bank's right to add a new service at any time or change the card or amend these Visa Debit General Terms and Conditions pursuant to the new legislation or regulations, the Bank may amend these Visa Debit General Terms and Conditions subject to a notification to this effect to the primary card account holder at least two months prior to their entry into force, except where the card is used for professional purposes, in which case a notification of at least one month will be considered as sufficient.
The existence of such changes shall be notified to the primary card account holder via the Bank's secure website, in a notice attached to an account statement or by any other means of correspondence (post and/or email) sent by the Bank to the primary card account holder.
The primary card account holder must immediately inform any cardholder(s) of the changes proposed by the Bank.
If the primary card account holder and/or the cardholder does not wish to accept these changes, he/she shall return the card to the Bank for cancellation prior to the date of entry into effect of the changes. Unless otherwise stipulated, this termination shall be free of charge and take effect immediately.
Failure to exercise this right on the part of the primary card account holder and/or cardholder shall automatically be deemed to constitute acceptance on the part of the latter of the changes made. The primary card account holder shall be solely liable for any direct or indirect prejudicial consequences arising from failure to inform the cardholder of the changes.

C.4. Miscellaneous provisions

C.4.1. The card shall remain the property of the Bank at all times. It must be returned at the Bank's request without any requirement to justify this request and in any event upon closure of the card account, and the final account statement ("arrêté de compte") of the card account will only become definitive six months after the return of the card or cards to the Bank.
C.4.2. The primary card account holder and/or cardholder may not use the card to make purchases/or obtain unlawful services. Notwithstanding the foregoing, the primary card account holder and/or cardholder shall remain bound to pay to the Bank the totality of any amounts debited from the card account.
C.4.3. The primary card account holder authorises the Bank to verify the validity of information, notably financial information, provided in relation to the card application both while the application is being processed and during the term of the contract.
C.4.4. The primary card account holder and cardholder undertake to inform the Bank of any change in their financial and/or professional and employment situation and to submit any new balance sheet or income justifications within a reasonable time frame; any costs incurred by the Bank in searching to identify the new address and/or new registered office and the financial situation of the primary card account holder and/or the cardholder will be at the latter's expense.
C.4.5. The cancellation or invalidity of certain clauses or any part of these Visa Debit General Terms and Conditions will not detract from the validity of the totality of these Visa Debit General Terms and Conditions.
C.4.6. The primary card account holder and the cardholder authorise the Bank, at the expense of the primary card account holder, to obtain any information required by contacting their employer and any authority or person authorised to provide such information, both during the application processing process and also during the entire period that the card is held.

C.5. Election of domicile

The Bank elects domicile at its registered offices in Luxembourg. The primary card account holder and the cardholder elect domicile at the office of the Public Prosecutor at Luxembourg District Court, at which elected domicile any writs and other instruments will be validly served, without prejudice to the Bank's right to take exclusive account of the actual domicile of the primary card account holder and the cardholder; however, the Bank will reserve the right to serve documents at the most recent address indicated by the primary card account holder and the cardholder.

C.6. Applicable law - Jurisdiction

All rights and obligations of the primary card account holder, cardholder and Third Party Guarantor vis-a-vis the Bank will be subject to Luxembourg law, unless specifically stipulated otherwise. Any legal dispute shall be brought before Luxembourg District Courts (including for non-contractual cases) in the absence of any specific provision otherwise.
However, the Bank reserves a discretionary right to bring any dispute before the domicile of the opposing party.

C.7. Application of the General Terms and Conditions of the Bank and, where applicable, depending on the channel used, the General Terms and Conditions of the Bank - Internet and Remote Selling or the General Terms and Conditions of Professional Online Banking Services.

For the rest, reference is made to the General terms and conditions of the Bank in force, to its appendices and in particular the appendix relating to the outsourcing of certain services and to its tariff in force, and where applicable, depending on the channel used, to the General Terms and Conditions of the Bank - Internet and Remote Selling or the General Terms and Conditions of Professional Online Banking Services, which apply insofar as they are not derogated from in the present Visa Debit General Terms and Conditions.

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