

## NICKEL - GENERAL CONDITIONS AND TARIFFS

■ The NICKEL account is a service provided by Financière des Paiements Électroniques SAS, a simplified joint stock company with a capital of 770,440 euros, registered with the Créteil Trade and Companies Register under number 753 886 092, the registered office of which is located at 1 place des Marseillais 94220 Charenton-le-Pont, operating through its branch in Belgium "FPE", having its registered office at Rue Royale 144-146 1000 Brussels, and registered with the Crossroads Database for Enterprises under the company number VAT BE 0763.878.661 RLE Brussels and under the number 964 with the National Bank of Belgium. IBAN : BE10 0019 0945 5104. [www.nickel.eu](http://www.nickel.eu) | [hello@nickel.eu](mailto:hello@nickel.eu).

FPE is a payment institution authorised under number 16598 R and subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR: 4 Place de Budapest. CS 9245 75436 PARIS CEDEX 09), which is the French supervisory authority, and of the National Bank of Belgium ("NBB"). FPE is authorised to provide payment services in accordance with the law of 11 March 2018 on the status and supervision of payment institutions and electronic money institutions, access to the activity of payment service provider, and the activity of issuing electronic money, and access to payment systems.

■ The NICKEL account is a payment account, with no authorised overdraft, which allows you to deposit and withdraw money in cash, to make and receive transfers, and which you can use for direct debits. The NICKEL account includes a Mastercard® with which it is possible to withdraw cash, pay for purchases in shops or remotely, under the conditions set out below.

■ The Framework Agreement for Payment Services (the "Agreement") consists of these General Terms and Conditions and Tariffs (including the Schedules), and your individual application to open a NICKEL account.

These Terms and Conditions are available in Dutch, French and English on the Nickel website <https://nickel.eu>. In case of discrepancy between the English, French or Dutch text, only the latter two will prevail. Not all products and services will be fully available in English at the time of launch of the activities. For those products that are not available in English, the Dutch and French versions of the products will prevail and free translations will be provided when necessary.

The General Terms and Conditions describe how the NICKEL account and our relationship work, from the opening to the closing of your NICKEL account.

■ The General Conditions and Tariffs are applicable :

- as from November 20th, 2022 for clients who opened a NICKEL account at the latest on September 19th, 2022 ;
- as from the date of subscription for clients who opened an account on or after September 20th, 2022.

In all the articles below, "you/your" means the NICKEL account holder.

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# 1. THE NICKEL ACCOUNT

## 1.1. Definition of the NICKEL account

"The NICKEL account" is :

- A payment account :
  - in euros, with no authorised overdraft, to which a single payment card (the "NICKEL Card" or the "NICKEL PREMIUM Card" or the "MY NICKEL Card" or the "NICKEL METAL Card", hereinafter referred to as the "Card") is attached, with systematic authorisation and immediate debit;
  - reserved for a natural person for strictly private use, excluding any use for professional purposes;
  - identified and recognised by a Belgian « IBAN » (« International Bank Account Number »);
  - allowing to :
    - receive payments (e.g. income, allowances, reimbursements) ;
    - deposit and withdraw cash at NICKEL Points;
    - withdraw cash from Automatic Teller Machines (ATMs);
    - make transfers ;

The NICKEL Point is a retailer registered as an agent of payment services on behalf of FPE France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR). It markets the NICKEL pack, proceeds with the application to open the NICKEL account, activates the NICKEL Card, issues the IBAN, receives your cash deposits and responds to your cash withdrawal requests.

You may also make cash deposits and withdrawals at NICKEL Points located in each country of the European Union in which Financière des Paiements Electroniques SAS is authorised to provide payment services directly or through a branch.

The Nickel Point verifies your identity when you open your Nickel account. Thereafter, it does not have access to your personal data or your NICKEL account data and is not entitled to make copies of the documents you submit or the information you enter on the NICKEL Terminal.

It is also not allowed to ask you for your confidential payment card codes or online access codes to your account.

■ A "WEB Client Area": a secure service, accessible at any time on the internet via <https://nickel.eu/>. In this dedicated secure area, you can, **among others**, consult the transactions recorded on your NICKEL account, consult and download your account statements and annual statements of fees (which you can also print out), IBANs, send instructions (transfers, modification of limits, etc.), program alerts, update your personal information, obtain answers to your questions, and contact our Customer Service.

■ A mobile application ("NICKEL Mobile Application") usable on a smartphone equipped with a recent version of the iOS or Android operating system, downloadable from the official Apple App store or Google Play platforms. The minimum OS version required is specified in the Apple App Store and Google Play store. In this dedicated secure application, you can, in particular, consult the transactions recorded on your NICKEL account, consult and share your IBAN, send instructions (execution of transfers, modification of limits, etc.), program alerts and set up your Card.

- The possibility of requesting information by SMS and in particular the balance of your NICKEL account, the list of the last transactions, your IBAN or to be informed of an incoming transfer, an upcoming direct debit, a transaction outside France or carried out remotely on the internet or by phone.
- Access to "NICKEL Customer Service" by phone at +32 2 891 29 80.
- Access to a stop payment service by phone or via the NICKEL Mobile Application or via <https://nickel.eu> in the event of loss, theft or fraudulent use of your Card and/or its data.

We do not offer any investment services or market any investment products of your funds.

You are entirely responsible for the payment transactions that you authorise in order to make a financial investment, whether these are so-called traditional investments (e.g. real estate, securities, money market instruments) or so-called atypical investments (Forex, binary options, crypto-assets and any alternative medium such as precious metals, the art market, bitcoins, wines and spirits or rare earths).

## 1.2. Opening a NICKEL account

To open a NICKEL account, you must :

- have an original valid official identity document: Belgian National Identity Card, Belgian passport or equivalent document from a European Union member state or Belgian residence permit or any equivalent identification document from a member state of the United Nations Organisation listed on the page [https://nickel.eu/sites/default/files/id-accepted-subscription\\_BE\\_en.pdf](https://nickel.eu/sites/default/files/id-accepted-subscription_BE_en.pdf). Photocopies are not acceptable. The identity document must be in good condition, legible and must not be truncated;
- have a valid postal address in Belgium.
- be a tax resident of a EU or EFTA member state and comply with its tax obligations;
- be neither a citizen nor a resident of the United States, or if born in the United States, be able to provide a certificate of loss of citizenship or other evidence of non-obtainment or non-holding of U.S. citizenship;
- be at least 18 years old and legally capable ;
- have a personal mobile phone with an up-to-date operating system;
- have access to the internet;
- go to a NICKEL Terminal or to <https://nickel.eu> and follow all the instructions, answer all the questions concerning the NICKEL account opening request ;
- take note of and accept the NICKEL General Conditions and Tariffs in force. These can be consulted at <https://nickel.eu>, on the NICKEL mobile application and on each NICKEL Terminal at NICKEL Points that have them;

The NICKEL Terminal is an interactive system (touch screen) which can be accessed by anyone wishing to obtain information, subscribe to a NICKEL account and/or replace their NICKEL Card. It is installed in the majority of NICKEL Points.

All documents submitted are scanned on the NICKEL Terminal and archived electronically.

- Sign the NICKEL account opening request and the Agreement at the NICKEL Terminal or at <https://nickel.eu>;
- Have your identity checked at a NICKEL Point by an authorised person.
- Buy a NICKEL Pack containing a NICKEL Card from a NICKEL Point;

The NICKEL Pack is sold in all NICKEL Points located in Belgium, the list of which appears on our website [nickel.eu](https://nickel.eu) and on the NICKEL Mobile Application, as well as on the website of the ACPR ([www.regafi.fr](http://www.regafi.fr))

The NICKEL account-opening request can be authorised immediately.

In this case, the authorised person at the NICKEL Point will activate the NICKEL Card and give you a NICKEL IBAN.

You can then make an initial cash deposit at the NICKEL Point, limited to €250, which will be credited immediately to the NICKEL account and for which the NICKEL Point will give you a deposit receipt.

We may, if necessary, make the final activation of the NICKEL account subject to additional checks of a maximum duration of fifteen (15) calendar days during which the services of the NICKEL account will be limited: in addition to the standard limits applicable to any new account, the cumulative amount of transactions debited from the account may not exceed the sum of 750 euros. If these checks are not satisfactory, we reserve the right to terminate the contractual relationship with you. .

Your NICKEL account will be opened and maintained in accordance with (and subject to) the tax, embargo, anti-corruption, anti-money laundering or anti-terrorist financing legislation in Belgium and in the countries involved in a transaction.

The NICKEL account will remain limited in its functions until your self-certification with regard to the FATCA and AIE (Automatic Exchange of Information) tax regulations and the completion of additional checks, if any. Your NICKEL account will be opened and maintained in accordance with (and subject to) the monetary, fiscal or embargo, anti-corruption, anti-money laundering or anti-terrorist financing legislation in Belgium and in the countries concerned by a transaction;

Unless there are mandatory legal provisions in force, we are free to decide whether (and to what extent) we wish to enter into a contractual relationship with you. The creation of an ID, an account number or the execution of certain operations at the time of an initial contact does not therefore prejudice the definitive acceptance of the relationship, and does not mean that this relationship is accepted. If necessary, we will inform you that we do not wish to enter into a relationship with you.

## 2. USING THE NICKEL ACCOUNT

### 2.1. The NICKEL account on the internet and mobile

■ By accessing your Customer Area (WEB Customer Area or NICKEL Mobile Application), you can, in particular, consult all the transactions (see Article 3 - Paying and getting paid with the NICKEL account) recorded over the last 2 months, print and download the last 12 statements of your NICKEL account.

During the month of February of each year, you will receive, with your account statement, an annual statement of charges (in electronic format) listing all the charges levied for the management of your NICKEL account for the previous calendar year: annual account management fee, transfers, withdrawals, oppositions etc.

Account statements are issued every month. All transactions for the month are included, allowing you to check the dates and titles of transactions, amounts and commissions.

You must keep and store your NICKEL Account statements for 5 years from the date they are issued.

#### **Requirement of Strong Authentication Device**

■ You access your NICKEL account via your Customer Area (WEB Customer Area or NICKEL Mobile Application) using a computer, tablet or mobile phone ("smartphone"), equipped with an Internet connection or a recent iOS or Android operating system and an Internet connection.

Except in the case of maintenance and/or updating operations, access to the NICKEL account is possible 7 days a week and 24 hours a day.

To securely access your NICKEL account, you must use a Strong Customer Authentication Device, integrating, in addition to an identifier and a password, any device that we will have made available to you.

Any Strong Customer Authentication Device is strictly personal and confidential and must not be disclosed under any circumstances.

The use of an Strong Customer Authentication Device is a signature that recognises and authenticates the holder's secure access to his NICKEL account.

Your login is given to you by the NICKEL Point when you apply to open your NICKEL account.

When you first connect to your Customer Area (WEB Customer Area or NICKEL Mobile Application), you must enter your login and your last name and we will send you a unique code by SMS to the mobile phone number you declared when you applied to open a NICKEL account so that you can then create your password.

■ The Enhanced Authentication Process required to access your Customer Area (WEB Customer Area or NICKEL Mobile Application) may also be required to carry out certain operations such as, without limitation, adding a new SEPA transfer beneficiary, modifying your email address or phone number, issuing an IBAN, modifying your access codes or your limits, ordering or activating your Card.

### **Loss or fraud of the Strong Customer Authentication Device**

In the event of loss of your login and/or password or suspicion of fraudulent use (usurpation), you must inform us immediately by all means of communication at your disposal (phone, contact form (<https://nickel.eu/en-be/contact>), so that access to your NICKEL account is blocked. You will then be given a new login and password.

Similarly :

- where an incorrect login and/or password has been entered three times, or where the NICKEL account has been inactive for a certain period of time, or where we consider that the security of your NICKEL account is uncertain or may be at risk, we may suspend access to your NICKEL account.

If we suspend access to your NICKEL account, we will inform you by any means and give you the reason, except for security reasons or legal prohibitions.

Access to your NICKEL account will be restored as soon as the reasons for the suspension have disappeared.

■ The form and medium of the documents intended for you, in particular concerning account statements, will be defined by us. We will make account statements, expense statements and other notices, documents and information available to you electronically (such as the Web Client Area, by SMS or by means of an electronic information medium). The information and communications that we provide to you are in the language that you have indicated at the time of subscription, i.e. Dutch, French or English.

You are expected to regularly consult the communications that we transmit to you via SMS, email and notifications in the NICKEL Mobile Application and/or the WEB Customer Space. You will be deemed to have read such correspondence within three days of the date of its communication without being able to claim not to have been informed in time.

We reserve the right to communicate with you by e-mail and therefore we reciprocally waive the right to contest the validity or proof of information transmitted by e-mail solely on the basis that it was transmitted via this channel.

In any event, correspondence is validly sent to the last known telephone number or e-mail address. We are not liable for any damages if you do not communicate or do not communicate in time the change of your contact data.

We can reasonably assume that the e-mail message comes from you. This message is deemed to be an acknowledgement of receipt by us and serves as proof of its date and content.

We shall not be liable for the loss of the e-mail message or for the late fulfillment of any request contained in the e-mail message, except for intentional or gross negligence on our part.

You are responsible for the risks associated with your personal electronic equipment (such as unauthorized access to or alteration of an electronic message), as well as the risks involved in sending an electronic message.

■ You agree that the computer/electronic data recorded by Nickel shall serve as evidence of transactions as well as orders, notices or information exchanged electronically, regardless of the medium on which such data is recorded. For these electronic transactions, your simple electronic signature replaces the handwritten signature. Depending on the services you have subscribed to, the entry of the following data can be considered as an electronic signature: the PIN code, the secret





code, the access code, the combination of the bank card entry with the personal code, the combination of the account and/or identification number with the personal code, the one-time code transmitted by SMS.

## 2.2. The NICKEL account must never be overdrawn

To be able to make payments, transfers, cash withdrawals and direct debits, you must maintain a sufficient balance on the NICKEL account.

You should never attempt to spend more, or withdraw more cash, than the balance on your NICKEL account, otherwise the account will be blocked, both on the debit and credit side, and may even be closed immediately in the event of fraud or repeated or continuous malfunctions.

Before making any payments or cash withdrawals, you should therefore ensure that your NICKEL account has sufficient available funds, including taking into account any transactions you have already authorised (deferred transfers or future direct debits).

The NICKEL account must never be overdrawn, which leads us to reject payment or withdrawal transactions if the account balance was not sufficient to settle them in full when the payment or withdrawal authorisation was requested.

Exceptionally, we may be obliged to charge one or more transactions to your NICKEL Account, which exceed the balance of the NICKEL Account (e.g. foreign currency withdrawals or payments, card transactions without a PIN code or without prior authorisation, charges related to the use of the NICKEL Account or sums wrongly transferred). In this situation of an exceptional negative balance, you must immediately make a payment into the NICKEL account in order to restore a positive or zero balance. The acceptance of a negative balance is never acquired and any tolerance on our part in this respect cannot be interpreted as a right to obtain any credit from us.

In the event of non-compliance with at least one of the above obligations, we may deduct a lump sum from your NICKEL account in one or more instalments in accordance with the tariff conditions in force (see [Schedule 1](#)), and/or block any transaction debited to your account, use all means to recover the sums due or close the NICKEL account. If your NICKEL account has an insufficient balance for the deduction of this lump sum, it will be partially deducted up to the amount of the available balance and we will carry out one or more additional deductions as soon as the balance of your NICKEL account allows for the payment of the entire lump sum due.

## 2.3. The NICKEL account can only be used and managed by one person

A NICKEL account can only have one user.

You may not receive funds intended for a third party, except in cases permitted by applicable regulations and provided you give us the necessary evidence.

No proxy or mandate may be given to a third party to use and manage a NICKEL account. You are responsible for all transactions on your NICKEL account.

## 2.4. Only one NICKEL account per person

Only one NICKEL account can be opened per person and any attempt to open another will result in the termination of our contractual relationship.

## 2.5. Execution and dispute of payment transactions

### 2.5.1. Preventing fraud by keeping your personal data safe

■ Your personalised security details (username, password, one-time codes) are strictly confidential and you must take all reasonable steps to keep them safe. They should only be used by you for your own access to and use of your NICKEL account.

You are fully responsible for the use of these data and will be deemed to be the author of all transactions initiated on the NICKEL account, all instructions given, and more broadly of all events and changes occurring on the NICKEL account through the use of these data.

Whether verbally, in writing or on the Internet (e.g. by email to you), no one is entitled to ask you for your personalised security data. These data shall only be used by you for the operation of your NICKEL account.

Any disclosure of your security data to a third party will constitute gross negligence on your part.

■ After a phone call, SMS or email from third parties (including persons who may present themselves as an employee or service provider of NICKEL), if you receive a request for a code to carry out an operation that you did not request (e.g. adding a beneficiary), you must ignore it and inform us immediately by any means of communication available to you (e.g. phone, contact form (<https://nickel.eu/en-be/contact>)), so that access to your NICKEL account is blocked. A new password will then be sent to you afterwards.

Any registration of a new beneficiary that was made possible by you providing the one-time code or other personalised security data sent to you without you requesting it shall constitute gross negligence on your part.

■ In all circumstances and in order to prevent possible fraudulent use of your NICKEL account, you must exercise constant vigilance over your NICKEL account and, to this end, you undertake to consult and check regularly :

- the transactions recorded on your account,
- the list of your beneficiaries, and
- the activity of your NICKEL account.

You undertake to immediately report any operation that you consider suspicious to us, by all means of communication at your disposal: e.g. phone, contact form (<https://nickel.eu/en-be/contact>).

### 2.5.2. Refusal to execute and blocking of payment transactions

■ We will refuse to process any debit to your account that exceeds the available balance.

■ We reserve the right to temporarily or permanently block a credit or debit transaction on your NICKEL Account if we suspect unauthorised or fraudulent use of the NICKEL Account or if the

balance on your NICKEL Account remains insufficient to pay amounts due to us or remains zero for a continuous period of 45 calendar days.

In the event of blocking, we will inform you by any means and communicate the reason for it, except in case of security reasons or legal prohibitions.

We will release the credit or debit transaction as soon as the reasons for blocking it have disappeared.

### 2.5.3. Unauthorised payment transactions

■ For payments made by transfer, card and direct debit, we are responsible for the proper execution of the transactions and are obliged to credit the beneficiary's account according to your instructions.

If the transaction has not been authorised, we will refund the amount of the transaction to you after we have been made aware of it and in accordance with the legal provisions in force.

You do not bear any loss if the unauthorised payment transactions were made :

- without using your Card PIN code or personalised security details; or
- before you could detect the theft or loss of your Card.

■ In all cases, you shall bear the full cost of losses arising from unauthorised transactions if such losses result from fraudulent conduct on your part or if you have failed to comply with the following duties of care and diligence, whether intentionally or through gross negligence:

- to take all reasonable measures to preserve the security of your payment instruments (card, transfer and direct debit), and of your personalised security data (see Article - 2.5.1. Preventing fraud by keeping your personal data safe);
- use the payment instrument in accordance with these General Conditions and Tariffs;
- in the event of loss, theft, misappropriation or any unauthorised use of a payment instrument or related data, inform us immediately so that the instrument can be blocked.

We will not be liable despite you challenging the authorised nature of the transaction if we can demonstrate that the transaction was authenticated, properly recorded and accounted for and was not affected by a technical or other deficiency.

■ Proof of the transactions carried out on the NICKEL account is incumbent on us and may result from dematerialised recordings (electronic, computer or phone) made by us or from their reproduction on a medium justifying the registration of the transactions on the NICKEL account, unless you provide proof to the contrary.

■ In cases where your Card is used without the personal and confidential code, transactions made after the theft, loss or fraud but before the blocking request will not be charged to your NICKEL account.

In cases where your Card has been used by counterfeiting or with its specific data (identification numbers, validity date...), the transactions carried out after the theft, loss or fraud but before the blocking request, will not be charged to your NICKEL account.

In the cases where the Card was used with the personal and confidential code, the operations carried out after the theft, the loss or the fraud but before the request for blocking, will be charged on your

NICKEL account within the limit of fifty (50) euros except if the operations of payment were carried out before you can detect the theft or the loss of your NICKEL Card or that the theft or the loss is due to acts or a deficiency of one of our employees or the NICKEL Point.

No transactions made after the blocking request will be charged to your NICKEL account.

In the event of fraudulent conduct or where you have failed either intentionally or through gross negligence to comply with your obligations to preserve your personal security data (see Article 3.1.1.2. "Preservation of Personalized Security Data") or to inform us for the purpose of blocking your Card in accordance with this Article, all unauthorized or purportedly unauthorized transactions will be charged to your NICKEL Account.

■ We reserve the right to ask you for a document (written statement, copy of complaint...) providing proof of the stated reason for blocking. Otherwise, all recorded transactions will be charged to your NICKEL account.

#### 2.5.4. Incorrectly executed payment transactions

A payment transaction may be incorrectly executed both to the debit and/or credit of your NICKEL account.

■ A payment order is executed by debiting the NICKEL account in accordance with the bank details (BIC, IBAN) you have entered.

In the event that the transaction was incorrectly executed by us, we will refund the amount of the transaction and, if necessary, restore the debited NICKEL account to the position it would have been in if the transaction had not taken place.

However, we cannot be held liable if the transaction was not carried out correctly due to you providing us with non-existent or incorrect bank details (BIC, IBAN), it being remembered that we are not obliged to check that the recipient account is held by the beneficiary you have designated.

■ If your NICKEL account is credited as a result of a payment transaction executed on the basis of an incorrect identifying number, you authorise us to debit the amount wrongly credited to your account.

## 2.6. Registration of the transactions on a NICKEL account: value date

The value date is the date on which we enter the amount of any transaction carried out on a NICKEL account.

Most transactions are recorded on your account at the time they are carried out (cash deposit or withdrawal in a NICKEL Point, payment by card, outgoing transfer, etc.).

This means that the funds are available in your NICKEL account as soon as we receive them for an incoming transfer and instantly for a cash deposit.

We will withdraw them from your NICKEL account as soon as you send us an instruction to pay (transfers, etc.) or we receive information about a payment or withdrawal made with your Card.

Any difference between the date of the transaction and the date on which it is recorded in the NICKEL account corresponds solely to the time needed to transmit the information and to record the transaction.

A deferred transfer or a direct debit will be debited from the NICKEL account no later than one working day after the date on which it is to be executed.

Exception: for your security, we may have to postpone the registration of transactions on your NICKEL account in the event of suspicion of fraud or in the event of atypical transactions. On this occasion, the execution of transactions on your NICKEL account may be suspended awaiting information from you or any other third party concerned.

## 2.7. Annual subscription (see also: Tariff Conditions in Schedule 1)

Each year, on the anniversary of the opening of your NICKEL account, we will deduct the amount of your annual subscription from the NICKEL account in accordance with the tariff conditions in force (see Schedule 1).

You will be notified by SMS, e-mail or on your WEB Customer Area at least 15 calendar days before the date of debit.

If you do not pay your annual subscription on the anniversary date, your NICKEL account will be blocked. If the subscription is not paid within three (3) months, your NICKEL account will be closed.

The anniversary date is always calculated in reference to the subscription date and not in reference to the date of full payment of the annual subscription to the NICKEL account.

## 2.8. Pre-authorisation by payment card

There are several transactions for which a pre-authorisation request is made by the merchant to enable him to check the validity of your Card and ensure that your NICKEL account is sufficiently funded; for example when you wish to make a fuel purchase or when you take out a rental contract or make a reservation via your Card (the practice of a security deposit by payment card).

With this pre-authorisation, the merchant requests a payment authorisation from us for a maximum flat-rate amount, as set out in the commercial terms and conditions applicable to transactions for the purchase of goods or the provision of services.

If your NICKEL account has sufficient funds, we will approve the pre-authorisation request for the maximum applicable amount. Following this approval, your NICKEL account balance is temporarily reduced by the pre-authorisation amount requested by the merchant concerned.

Within the period of time allowed to him under the contract with his own banking institution, the merchant may :

- cancel the pre-authorisation and release the full pre-authorised amount,
- use all or part of the pre-authorised amount and, if necessary, release the remaining amount. The amount that will actually be debited from your NICKEL account will be the actual amount of the payment transaction, corresponding to the final payment order sent by the merchant concerned.

After this period, over which we have no control, if the merchant fails to act, the entire pre-authorisation amount is automatically released. This amount will be credited back to your NICKEL account and you can use it.

In the event that you have cancelled a transaction which has given rise to a pre-authorisation, without noticing the crediting of the sums concerned to your NICKEL account, it will be your responsibility to approach the merchant concerned so that he cancels the pre-authorisation, which we cannot carry out at your sole request.

For your information, you will find some indicative illustrations of the applicable situations and deadlines:

■ Automatic fuel dispensers: the NICKEL account is systematically queried before dispensing. This ensures that the amount is available in your NICKEL account. This pre-authorisation affects the NICKEL account balance between two (2) and eight (8) working days, depending on the category of fuel dispenser.

Example: pre-authorisation of €130 for an actual fuel expenditure of €90. Once the final payment order has been sent by the merchant concerned within this period, the difference between the pre-authorised amount and the actual fuel expenditure ( $130-90 = 40€$ ) will be available again on your NICKEL account.

■ Car rental companies and hoteliers when making a reservation: when the merchant makes a pre-authorisation through your Card, in particular to make a deposit, the balance in your NICKEL account is queried. This pre-authorisation affects the NICKEL account balance for up to 30 working days.

Example: deposit of 300 € for a car rental. The rental company may within the above-mentioned period and depending on the case :

- cancel the pre-authorisation and release the full amount pre-authorised; or
- retain all or part of the pre-authorised amount and, if necessary, release the rest of the amount. Once this final payment order has been sent by the rental company, the difference between the pre-authorised amount and the amount retained by the rental company (300 - 150 = 150€) will be available again on your NICKEL account.

## 3. PAYING AND GETTING PAID WITH THE NICKEL ACCOUNT

Before any transaction, whether it is carried out immediately or after a certain period of time, whether it is planned or not, you must ensure that the funds in the NICKEL account are or will be sufficient. Insufficient funds may prevent the execution of the transaction and trigger the application of debit rejection fees in accordance with the tariff conditions in force (see Schedule 1).

### 3.1. The Cards

#### 3.1.1. Common provisions

As the NICKEL account is a strictly non-professional account, the Card must be used exclusively for non-professional purposes.

##### 3.1.1.1. Presentation

■ The Card is an international Mastercard® payment card, with systematic balance enquiry and immediate debit for Connected Operations and with deferred debit for Offline operations. You must ensure that you always have a sufficient balance on the NICKEL account before making a payment or withdrawal transaction with your Card.

■ The Card allows to:

- withdraw cash from ATMs displaying the Mastercard® logo in Belgium and abroad;
- withdraw and deposit cash at NICKEL Points;
- pay for goods and services in shops or remotely (internet, phone, mail order) that display the Mastercard® logo.

■ The Card is linked to a NICKEL account and is allocated to you in your name and exclusively, even for the NICKEL Card on which your name does not appear. It is issued by us and remains our exclusive property.

You must put your handwritten signature in the space provided on the back of your Card.

You agree not to lend, give away, modify or alter functionally or physically your Card.

■ We may, at our sole discretion, at any time and without prior notice, block your Card for security reasons or for failure to comply with the Agreement. You will be informed of the blocking by text message to the mobile phone number you have declared and you will be required to return your Card to us at our first request.

- The Card has a "contactless" payment function enabling the rapid payment of goods or services via the electronic equipment of the merchants accepting bankcard or payment card equipped accordingly, with remote reading of the Card without entering the confidential code.

The "contactless" functionality is activated by default on your Card. However, you can deactivate this functionality on your WEB Customer Area or via the NICKEL Mobile Application.

For security reasons, the maximum unit amount of each payment transaction in contactless mode is limited to 50 euros and the maximum cumulative amount of successive payments in contactless mode is limited to 150 euros. Beyond this maximum cumulative amount, the next payment transaction must be made with the confidential code to continue to be able to use it in contactless mode and to reset the maximum cumulative amount available.

- The Card has a validity date beyond which it is no longer valid. When it expires, a new card is automatically sent to you by post. This is not the case with MY NICKEL Cards, since when they expire, a new NICKEL Card will automatically be sent to you by post, unless you have decided, before its expiry date (the validity period of the card is indicated on the Card), to re-order a MY NICKEL Card.

On receipt of the new card, you must immediately destroy the old one, especially the chip.

- Any order for a new Card or any renewal on expiry, for whatever reason, will be charged according to the tariff conditions in force (see Schedule 1) on your NICKEL account.

### 3.1.1.2. Preservation of personalised security data

We will never ask you for your Card confidential code, nor will any of our employees, agents or representatives ask you for this code, either verbally or in writing.

No merchant, no authority, can ask you for this confidential code, neither orally nor in writing.

No e-commerce website can ask you to enter the confidential code for you.

If someone claims to be authorised to ask you for this code, refuse and notify us as soon as possible by telephone on +32 2 891 29 80.

You should ALWAYS :

- LEARN by heart the personal and confidential code of your Card;
- ENTER this code, taking care to avoid prying eyes;

You should NEVER :

- WRITE DOWN the personal and confidential code ;
- DISCLOSE this code to another person;
- ENTER this code anywhere other than on an Electronic Payment Terminal (EPT) displaying the Mastercard® or NICKEL logo or on an ATM displaying the Mastercard® logo.



### 3.1.1.3. Confidentiality and consent

■ When your Card is activated, you will be sent a personal and confidential code by SMS to the mobile phone number you have declared.

This personal and confidential code is necessary in two cases only:

1. to pay for goods or services purchased from a merchant, service provider or authorised organisation equipped with an Electronic Payment Terminal (EPT);
2. to withdraw cash at an ATM displaying the Mastercard® logo or at a NICKEL Point.

If the personal and confidential code is entered incorrectly three times in a row, your Card will be blocked and you will have to order a new card from us in accordance with the tariff conditions in force (see Schedule 1).

If you forget your personal and confidential code, you can retrieve it via your WEB Customer Area or via the NICKEL Mobile Application according to the tariff conditions in force (see Schedule 1).

■ The handwritten signature of the paper ticket attesting to the payment transaction is sometimes requested by the merchant or service provider, who keeps it.

■ Remote payment transactions (by Internet, phone) do not require the personal and confidential code to be entered, but the specific data of the Card: number, expiry date, last three digits of the number mentioned on the back next to the space for the signature (the cryptogram or CCV code).

■ In some cases, during the intended remote payment transaction, a special one-time security code is requested. We send this code by SMS to the mobile phone number declared and registered with us.

■ Entering the personal and confidential code or entering/communicating the specific data of the Card and, if applicable, the special one-time security code or, for "contactless" payment transactions, presenting and holding the Card in front of a device identifying the presence of the so-called "contactless" technology and/or using a personalised enhanced security device, form your consent to the payment transaction presented, which becomes irrevocable as soon as it is received by us (which in principle happens instantaneously).

### 3.1.1.4. Cash deposits and withdrawals

#### ■ Cash deposits and withdrawals at NICKEL Points :

Cash deposits and withdrawals are possible using your Card at all NICKEL Points in Belgium and in every country of the European Union where FPE is authorised to provide payment services in the form of a branch.

To carry out these operations, the personal and confidential code must be entered on the EPT presented by the NICKEL Point.

The amount corresponding to the deposit or withdrawal made will be immediately credited or debited to the NICKEL account and the commission provided for will also be immediately debited from the NICKEL account.

The NICKEL Point must provide you with a receipt showing the amount of cash paid or withdrawn.

You are informed of the possibility for a NICKEL Point to refuse/limit a cash withdrawal or deposit in particular in the following cases if:

- the NICKEL Point does not have the requested amount in its cash register or on its account;
- the amount requested and the expected commission exceed the available balance of the NICKEL account;
- the amount requested exceeds the maximum amount of cash withdrawals in a single day;
- the amount requested exceeds the maximum cash withdrawal limit set for a period of 30 calendar days;
- the amount requested exceeds the cash withdrawal limit you have set ;
- the amount deposited exceeds the standard cash deposit limit;
- we consider the operation to be a risk to you.

A maximum of EUR 950 per 30 calendar day period can be deposit in cash into the NICKEL account.

### ■ Cash withdrawals from ATMs (Automated Teller Machines)

Cash withdrawals are possible at ATMs that display the Mastercard® logo both in Belgium and abroad.

To carry out such a transaction, the personal and confidential code of the NICKEL Card must be entered at the ATM displaying the Mastercard® logo.

The amount corresponding to the withdrawal made will be immediately debited from the NICKEL account in euros according to the applicable MasterCard® exchange rate of the day, the NICKEL commission provided for in the tariff conditions in force (see [Schedule 1](#)) as well as any fees charged by the ATM operator.

A paper receipt for the withdrawal may be issued by the ATM on request. In this case, it is advisable to keep this receipt.

You are informed that the intended ATM withdrawal transaction may not be possible in certain cases, in particular if:

- the ATM does not have the amount requested;
- the amount requested and the fees for the transaction exceed the available balance of the NICKEL account;
- the amount requested exceeds the maximum cash withdrawal limit in a single day;
- the amount requested exceeds the maximum cash withdrawal limit set for a period of 30 calendar days;
- the amount requested exceeds the specific limits set in certain geographical areas or by Mastercard® or by the institution operating the ATM;
- the amount requested exceeds the limit you have set;
- we consider the operation to be a risk to you.

### 3.1.1.5. Payments

It is possible to make payments with your Card, including remotely.

Transactions of which we are informed are immediately debited from your NICKEL account (including those made with the “contactless” functionality).

A receipt for the payment transaction is issued by the merchant, service provider or organisation receiving the payment. It is advisable to keep this receipt.

For payments made in a currency other than euro, the amount, including an indicative exchange rate, will also be debited immediately. The final amount, including the MasterCard® exchange rate on the day of execution of the payment transaction, will only be sent to us by MasterCard® after a few days, and a regularisation operation may be carried out.

### 3.1.1.6. Card Blocking

■ In the event of loss, theft or fraudulent use of your Card or its data, you must immediately request that it be blocked by calling +32 2 891 29 80 (Call Centre), by going to your WEB Customer Area or on the NICKEL Mobile Application.

The blocking request is then taken into account and you will be given a registration number for the request.

■ In cases where we consider that the security of your NICKEL account is at risk or that it is being used in an unauthorised or fraudulent manner, we may block your Card.

In the event of blocking, we will inform you by any means and communicate the reason for it, except for security reasons or legal prohibitions.

Your Card will be unblocked as soon as the reasons for blocking it have disappeared.

■ You can also temporarily lock your Card on your WEB Customer Area or on your NICKEL Mobile Application: the lock is immediate and reversible. You can choose 3 levels of locking: prohibition of Distance Selling purchases (DSP), transactions abroad or all transactions.

### 3.1.1.7. Claims

You have a deadline of :

- 13 months to dispute a Card transaction that you have not authorised or that has been incorrectly executed.
- 8 weeks to dispute a Card transaction that you authorised but did not know the exact amount, if the amount was higher than you reasonably expected.

The period begins on the day the transaction is actually debited to your NICKEL account as reflected in your account statement.

We reserve the right to ask you for a document (proof, written statement, etc.) to support your complaint.

By the end of the first working day following receipt of your request, we will refund the amounts claimed or inform you of our refusal to refund.

The required refunds may be credited to your NICKEL account on a provisional basis. In the event that, after full investigation of your claim, it is found that the refund was not due, you hereby authorise us to debit your NICKEL account with the provisionally refunded amount.

### 3.1.2. Special provisions

Whenever the provision refers to more than one card, reference will be made to "Cards".

CARD FEATURES			
Nickel	My Nickel	Premium	Metal
<ul style="list-style-type: none"> <li>non-nominative (it does not include your name or your first name)</li> <li>combined with insurance and assistance</li> </ul> <p><b>Warning:</b> when necessary (payment by internet), please enter your name and surname as they appear on your ID document</p>	<ul style="list-style-type: none"> <li>with your name and surname printed in relief</li> <li>with a personalized visual that you will have chosen beforehand, in a "Catalogue of Visuals" integrated into your WEB Customer Area and your NICKEL mobile Application</li> <li>combined with insurance and assistance</li> </ul>	<ul style="list-style-type: none"> <li>with your name embossed on the card</li> <li>combined with advantageous pricing for operations outside the Extended Euro Zone (see Schedule 1)</li> <li>combined with exclusive insurance and assistance</li> </ul>	<ul style="list-style-type: none"> <li>metal and nominative with your first and last names engraved on the card</li> <li>combined with low fees for card withdrawals and payments (see Schedule 1)</li> <li>combined with exclusive insurance and assistance</li> </ul>
CONDITIONS FOR OBTAINING THE CARD			
Nickel	My Nickel	Premium	Metal
<ul style="list-style-type: none"> <li>be a NICKEL account holder</li> <li>be of age</li> </ul>		<ul style="list-style-type: none"> <li>be a NICKEL account holder</li> <li>be of age and legally capable</li> </ul>	

<p>Open a NICKEL account and buy the card pack in a NICKEL Point</p>	<ul style="list-style-type: none"> <li>• subscribe to the Card from your WEB Customer Area or your NICKEL mobile application (or a Point Nickel for the Premium Card).</li> <li>• pay the full amount of the fee.</li> </ul>		
<p><b>ACTIVATION</b></p>			
<p><b>Nickel</b></p>	<p><b>My Nickel</b></p>	<p><b>Premium</b></p>	<p><b>Metal</b></p>
<p>The Card is activated at a NICKEL Point when you apply to open a NICKEL account.</p>	<p>Your Card is sent to you by post and as soon as you receive it, you can activate it from your WEB Customer Area or via the Nickel Mobile Application.</p> <p>You will then be asked to enter the 10-digit code located on the back of your Card and you will receive a security code by SMS or any other means to enter. Once you have entered the security code, you will receive your PIN by SMS.</p> <p>You benefit from the pricing, insurance and assistance coverage of your new Card as soon as you sign up with the Card you already have and then with your new Card as soon as it is activated.</p>		

RETRACTATION			
Nickel	My Nickel	Premium	Metal
<p>As the purchase of the Card is not done online, it is not possible to retract.</p>	<p>In accordance with Article 47 § 1 of the Code of Economic Law, you have a withdrawal period of 14 calendar days from the date of subscription to a Card without having to give any reason or pay any penalties.</p> <p>If you exercise this right by notifying us in writing, we will refund the subscription amount and cancel the insurance and assistance services.</p> <p>Any payment transaction initiated with your Card before exercising your right of withdrawal is final.</p> <p>From the date of withdrawal, your Card will be placed on hold.</p>		

TERMINATION			
Nickel	My Nickel	Premium	Metal
<p>The Nickel Card is automatically terminated when the Nickel account is closed.</p>	<p>The My Nickel Card is valid for the period indicated on the card and is automatically terminated when the Nickel account is closed or when a new Card is activated.</p> <p>It is not tacitly renewable</p>	<p>You can cancel your annual Card subscription at any time and without giving a reason, via your application or by contacting customer service.</p> <p>You will then have access to the services of the Card until the next anniversary date of your annual subscription to the Card.</p> <p>For example, if you cancel your annual Card membership on April 1st and your annual Card membership anniversary date is December 31st, you will receive Card services until December 31st.</p> <p>On the anniversary date of your annual subscription to the Card, your subscription to the Card (including the benefits attached to it) will be automatically terminated if you have chosen to uncheck the tacit renewal box in your WEB Client Area.</p> <p>In the event of cancellation of the annual subscription to the Card, the fixed sum corresponding to the provision of the Card (see Schedule 1) is acquired by us and cannot be reimbursed in any way. However, you may keep your Card, which will then function as the NICKEL Card.</p>	



OPPOSITION			
Nickel	My Nickel	Premium	Metal
<p>In the event of opposition or deterioration of your NICKEL Card requiring its replacement, you will have to obtain a new NICKEL Card, to buy a new NICKEL Pack and to activate this new NICKEL Card within a NICKEL Point.</p> <p>The difference between the price of the NICKEL Pack and the price of the replacement, as it appears in the tariff conditions in force (cf. Schedule 1) will be automatically refunded on your NICKEL account.</p>	<p>In the event that your Card is cancelled, you may, under the applicable fee conditions in Schedule 1, cancel your Card:</p> <ul style="list-style-type: none"> <li>• or order a new Card of the same category from your WEB Customer Area or your NICKEL Mobile Application</li> <li>• or to immediately pick up a new NICKEL Card at a NICKEL Point while enjoying the benefits of your Card Offer</li> <li>• or to order a card of higher category at the rates in force since your Customer Space WEB or your Mobile Application NICKEL. The fixed sum corresponding to the supply of the opposed Card is acquired to us and cannot be the subject of any refunding. The costs of the new Card will be paid in full.</li> </ul> <p>Each new order for a Card will result in a change of the confidential code attached to it.</p>		

INSURANCE			
Nickel	My Nickel	Premium	Metal
<p>The Card allows you to be insured against certain losses during your private or professional trips. To find out more, consult the Nickel insurance notice (available on our website <a href="https://nickel.eu">https://nickel.eu</a> via the "Legal documents - Nickel Insurance Notice" tab and also via the Help Center, "Insurance and Assistance for my Nickel card" section).</p> <p>For your information, you will find below the main characteristics of the insurance and assistance services:</p> <p>Insurance</p> <ul style="list-style-type: none"> <li>● Accident on public transportation / rental car</li> </ul> <p>Assistance</p> <ul style="list-style-type: none"> <li>● Illness / injury / death / hospitalization of a loved one</li> <li>● Legal proceedings abroad</li> <li>● Theft or loss of personal belongings while abroad</li> <li>● Return to work assistance</li> <li>● Psychological support</li> <li>● Cyber Info Assistance</li> </ul>		<p>The Card includes dedicated insurance and assistance services. The notices are available on our website <a href="https://nickel.eu">https://nickel.eu</a> via the tab "Legal documents - Nickel Premium - Metal Insurance Notice" and also via the Help Center, heading "Insurance and Assistance for my Nickel Premium - Nickel Metal Card".</p> <p>For your information, you will find below the main characteristics of the insurance and assistance services:</p> <p>Insurance</p> <ul style="list-style-type: none"> <li>● Accident on public transportation / rental car</li> <li>● Cancellation / postponement / interruption of trip</li> <li>● Plane / train delay</li> <li>● Delay / Loss / Damage of luggage</li> <li>● Civil liability abroad</li> <li>● Snow and mountain</li> <li>● Theft / damage to rental vehicles</li> <li>● Protection of means of payment</li> <li>● Non-delivery / non-conforming delivery / theft / damage of remote purchases</li> <li>● Image/Sound, Telephony/Computer, Home Appliances Warranty Extension</li> </ul>	

The insurance and assistance services will take effect on the date your Nickel Account is opened and will end when your account is closed or when you subscribe to a Premium or Metal Card.

#### Assistance

- Illness / injury / death / hospitalization of a loved one
- Legal proceedings abroad
- Theft or loss of personal belongings while abroad
- Return to work assistance
- Psychological support
- Cyber Info Assistance

Insurance and assistance benefits will begin on the date your Card is purchased and will end upon the effective termination of your Card or account.

DURATION OF VALIDITY			
Nickel	My Nickel	Premium	Metal
<p>Your Card is valid for the period indicated on the Card, renewable by tacit agreement.</p>	<p>The subscription to the MY NICKEL Card is valid for the duration indicated on the card and is not tacitly renewable. Your NICKEL Card remains valid until the activation of your MY NICKEL Card (except in the event of opposition of the NICKEL Card).</p>	<p>Your Card is valid for the period indicated on the Card, renewable by tacit agreement. It waives the right to use any other Card. Your "old" Card remains valid until the activation of your newly subscribed Card (unless the old Card is cancelled or expires).</p>	

RATES			
Nickel	My Nickel	Premium	Metal
<p>The Nickel Card is free of charge and cannot be separated from the Nickel Account subscription, which is billed according to the current rates.</p>	<p>Upon subscription, your MY NICKEL Card will be invoiced according to the tariffs in force and will be the subject of a deduction of a lump sum (see Schedule 1) from your NICKEL account.</p>	<p>At the time of subscription and then each year, on the anniversary date of the activation of your Card, we will deduct from your NICKEL account a lump sum according to the tariff conditions in force (see Schedule 1) for the annual subscription to the Card.</p> <p>You will be notified by SMS or email at least 30 calendar days before the date of collection. Any new year started is due in full.</p> <p>If your NICKEL Account does not have sufficient funds to pay the full annual subscription fee for the NICKEL Premium Card, you have 30 days to fund your account.</p> <p>After this period, your subscription to the Card (including insurance and assistance services) will be automatically terminated. However, you may keep your Card, which will then function as the NICKEL Card.</p> <p>The anniversary date of the annual subscription to the NICKEL Premium Card is always calculated in relation to the order date of the first NICKEL Premium Card issued and therefore in relation to the payment date of the annual subscription to the NICKEL Premium Card.</p>	

			The first year, a portion of this sum will be donated to a charitable cause.
<b>CARD REPLACEMENT</b>			
<b>Nickel</b>	<b>My Nickel</b>	<b>Premium</b>	<b>Metal</b>
It is possible at any time to replace the Card at Point Nickel at the rate indicated in Schedule 1.	<p>In the event of damage to your Card requiring its replacement, you will be able to do so in accordance with the tariff conditions in force in Schedule 1:</p> <ul style="list-style-type: none"> <li>• or order a new Card of the same category from your WEB Customer Area or your NICKEL Mobile Application</li> <li>• or to immediately pick up a new NICKEL Card at a NICKEL Point while enjoying the benefits of your Card Offer</li> <li>• or to order a card of higher category at the rates in force since your Customer Space WEB or your Mobile Application NICKEL. The fixed sum corresponding to the supply of the opposed Card is acquired to us and cannot be the subject of any refunding. The costs of the new Card will be paid in full.</li> </ul> <p>For all new orders, your old Card remains valid until your new Card is activated, unless the old Card is cancelled.</p> <p>Each new order for a Card will result in a change of the confidential code attached to it.</p>		

## 3.2. Transfers

### 3.2.1. Presentation

- An outgoing transfer is the transfer of money from your NICKEL account to the NICKEL account of another NICKEL Customer or to a bank or payment account at another institution.

An outgoing transfer can only be made in euro to a country or territory of the Single Euro Payments Area "SEPA" (i.e. a Member State of the European Union plus Andorra, Guernsey, Jersey, Isle of Man, Iceland, Liechtenstein, Monaco, Norway, Switzerland, San Marino, St. Pierre and Miquelon, United Kingdom and the Vatican).

- An incoming transfer is the transfer of money by a third party to your NICKEL account.

An incoming transfer can only be made in euro and only from a country in the Single Euro Payments Area via the SEPA network. Incoming transfers via the SWIFT network are not accepted.

- Whether outgoing or incoming, the transfer is a one-off ("one-off / occasional transfer") and is transmitted immediately for execution on the desired date unless prohibited by a national or European provision or any circumstance requiring a specific intervention from us. A transfer request with an immediate execution date cannot be cancelled from the moment we receive it (i.e. in practice immediately after you initiate it).

- To ensure the security of your NICKEL account, limits may apply to transfer amounts.

### 3.2.2. Consent and enforcement

■ To issue a transfer, you must:

- access your NICKEL account via your WEB Customer Area or on your NICKEL Mobile Application;
- have the bank details (IBAN) of the person to whom the money is to be paid;
- have the full name or company name of the recipient ;
- specify the amount of the transfer ;
- indicate the desired execution date ;
- specify the reason for the transfer.

■ We cannot execute a transfer order from your NICKEL account:

- if the amount available on your NICKEL account is less than the amount of the transfer;
- if the execution of the transfer results in the maximum number of transfers per day being exceeded;
- if the execution of the transfer results in the transfer limit for a period of 30 calendar days being exceeded;
- if the information entered for the transfer is incorrect or incomplete.

Unless in cases prohibited by law, we will inform you of the reason for the refusal on your Customer Area (WEB Customer Area or NICKEL Mobile Application).

An incomplete, unfinished or non-validated transfer order on your WEB Customer Area or your NICKEL Mobile Application cannot be executed.

Unless we have to refuse it, the transfer shall be sent by the end of the first business day following the day on which the transfer order was given to us. In the case of a transfer between two NICKEL accounts opened in our books in Belgium, the transfer shall be sent at the latest by the end of the business day on which the order was given to us.

■ In cases where we consider that the security of your NICKEL account is at risk, or that it is being used in an unauthorised or fraudulent manner, we may block the execution of any transfer.

In the event of blocking, we will inform you by any means and communicate the reason for it, except for security reasons or legal prohibitions.

The execution of the transfer will be unblocked as soon as the reasons for the blocking disappear.

■ In order to receive a transfer, it is necessary to communicate your name, first name, the BIC and IBAN of your NICKEL account to the third party who wishes to transfer money.

The amount of an incoming transfer is credited to your NICKEL account on the day it is received and at the latest on the next working day.



### 3.2.3. Disputes over transfers

You have 13 months to dispute an unauthorised or incorrectly executed transfer.

The period starts on the day the transfer is actually debited from your NICKEL account.

We reserve the right to ask you for a document (proof, written statement, etc.) to support your claim.

## 3.3. Direct debit

### 3.3.1. Presentation

Direct debit allows you to pay expenses, possibly recurring, such as electricity or gas bills, taxes, rent, etc., directly from your NICKEL account.

When you set up a direct debit, you do not always know in advance how much will be debited or when exactly.

A direct debit can only be made in euro by a creditor whose account is opened in a SEPA country or territory.

### 3.3.2. Consent and execution

■ You must authorise the creditor to issue the direct debit(s) to be debited from your NICKEL account and give us authorisation to debit the same account.

To set up a direct debit, you must :

- Complete and sign a "Direct Debit Request" and a "Direct Debit Authorisation" or a "SEPA Direct Debit Mandate";
- return or deliver this/these document(s) and an IBAN to the creditor.

■ The creditor is obliged to inform you (e.g. by sending you an invoice or a schedule) of the amount and date of the direct debit before asking us to execute the direct debit for him. In the case of a "SEPA direct debit mandate", the creditor must provide you with this information at least 14 calendar days before the date of the direct debit.

When the creditor sends us a direct debit notice, we will notify you by text message to the mobile phone number you have declared. You will need to ensure that your NICKEL account balance will allow you to pay this direct debit notice on time.

If the information provided by the creditor does not correspond to the information provided, you must contact the creditor immediately.

■ Unless we have to refuse it, the direct debit is executed by debiting your NICKEL account on the scheduled day. If we refuse to execute, we will inform you by any means (SMS, email...) and will inform you of the reason, except for security reasons or legal prohibitions.

From the second direct debit rejected in the same calendar trimester, we will debit a fixed amount from your NICKEL account in application of the tariff conditions in force (see [Schedule 1](#)) for each rejected debit, up to the amount of the rejected debit. If your NICKEL account does not have sufficient funds to pay this fixed amount, it will be partially debited up to the amount of the available balance and we will make one or more additional debits as soon as the balance of your NICKEL account allows for the payment of the full amount due.

■ In cases where we consider that the security of your NICKEL account is at risk or that it is being used in an unauthorised or fraudulent manner, we may block any direct debit.

In the event of blocking, we will inform you by any means and communicate the reason for it, except for security reasons or legal prohibitions.

The direct debit(s) will be unblocked as soon as the reasons for the blocking disappear.

### 3.3.3. Cancellation – Termination

■ Up and until the day before the scheduled execution date of a direct debit notice, you can cancel it by accessing your Customer Area (WEB Customer Area or NICKEL Mobile Application).

This cancellation may be valid for one or more scheduled direct debit payments. You can also request that a direct debit mandate be permanently terminated ("revoked").

In all these cases, you must inform the creditor.

■ In the case of a "SEPA Direct Debit Mandate" if no direct debit request has been submitted for a period of 36 months, the mandate is terminated.

## 3.4. Disputes over Direct debit

You have a deadline of :

- 13 months to dispute a direct debit you did not authorise;
- 8 weeks to dispute a direct debit that you authorised but did not know the exact amount and where the amount was higher than you reasonably expected.

The period shall begin on the day on which the direct debit transaction is debited to the NICKEL account.

## 3.5. Crediting of the account by bank or payment card

■ You can credit your NICKEL account by making an online payment using a bank card or a payment card. Subject to confirmation of the transaction, the amount corresponding to the deposit made will be immediately credited to your NICKEL account and the commission provided for in the tariff conditions in force (see [Schedule 1](#)) will also be immediately debited from your NICKEL account.

A receipt for the payment transaction is issued by the service provider managing the payment platform. It is advisable to keep this receipt.

■ Operations to fund your NICKEL account by bank card or payment card may only be carried out for amounts of more than €10 and are subject to a common limitation with cash deposits: a maximum of €950 per 30 calendar day period.

## 4. WHAT YOU ALSO NEED TO KNOW

### 4.1. Seizure on your NICKEL account

When you owe money to someone, whether a private or public creditor, your NICKEL account can be seized.

■ When a seizure is served to us by a bailiff, we have the obligation on the one hand, to make known the balance of your NICKEL account within 15 calendar days by a communication of third-party seizure by registered letter, both to the seizing party and to the customer with a detailed statement of the blocked assets, and on the other hand, to temporarily block all or part of the operations that can be carried out on your NICKEL account as soon as we receive a seizure deed within working hours.

■ In the event of an execution or a protective attachment, we may have to block the account and/or pay the amount seized to the creditor.

After the expiry of the objection period: either transfer all blocked assets to the bailiff or transfer the amount claimed to the authorities.

In the event of an attachment on your NICKEL account, a fixed amount will be deducted from your NICKEL account for the processing of each incident in accordance with the tariff conditions in force (see [Schedule 1](#)).

### 4.2. Changes to the General Conditions and Tariffs and to your personal situation

■ The General Conditions and Tariffs can be consulted, printed and downloaded via <https://nickel.eu> at any time, or consulted at any time on the NICKEL Mobile Application as well as on the NICKEL Terminal in the majority of NICKEL Points.

If we wish to amend the General Terms and Conditions and Tariffs, the new General Terms and Conditions and Tariffs will be available at least 2 months before they come into force. If the changes are imposed by laws and/or regulations, the new General Terms and Conditions and Tariffs shall apply as soon as the relevant law or regulation comes into force.

If you do not notify us of your rejection of the changes before the effective date, the changes shall be deemed to have been accepted on that date. In the event that you do not accept the changes, you have the right, until the date on which the changes come into effect, to close your NICKEL account with immediate effect.

If the changes consist of the addition of a new service or offer, we will ask you to expressly accept the new Terms and Conditions before you can use this new service and/or offer.

■ If the information you provided when you opened your NICKEL account changes or is incomplete (in particular, e-mail, postal address, telephone number), you must declare your change of situation as soon as possible via your Customer Area (WEB Customer Area or NICKEL Mobile Application) or by contacting us. You undertake to provide us with supporting documents on request.

If the applicable regulations require us to collect additional information on your personal situation or to update information you have already provided, you undertake to provide this information as soon as possible via your Customer Area (WEB Customer Area or NICKEL Mobile Application) and to provide us with supporting documents on request.

If you do not comply with these commitments, we may close your NICKEL account.

### 4.3. Payment of amounts due in instalments

If your NICKEL account does not have a sufficient balance for us to debit the amounts due to us, this amount may be partially debited up to the available balance.

You are then obliged to fund your NICKEL account without delay (cash deposit, transfer, card payment, etc.) so that an additional direct debit can be made to pay the full amount due.

### 4.4. Closing a NICKEL account

The NICKEL account is open for an indefinite period.

■ You can, at any time, and without reason, close your NICKEL account, via your WEB Customer Area or by mail. Any credit balance will be returned at the end of a period of 30 calendar days by transfer to a payment account or a bank account for which you have provided us with an eligible IBAN (i.e. an IBAN corresponding to another NICKEL account opened in the name of a third party will not be accepted).

■ We may close your NICKEL account at any time, subject to 2 months' prior notice, by sending you a letter or email. Any credit balance will be returned at the end of the notice period by transfer to a payment account or bank account for which you have provided us with an eligible IBAN .

In the event of serious misconduct on your part or failure to fulfil your obligations under the Agreement, we may close your NICKEL account immediately, without notice. Any credit balance will be returned by transfer to a payment account or bank account for which you have provided us with an eligible IBAN .

- Notification of the death of the NICKEL account holder will cause us to close the NICKEL account. We will return any credit balance to a person entitled to receive it.
- Any measure involving the management of the NICKEL account through a proxy of an account holder of legal age will result in the suspension and then closure of the account after discussions with the proxy, if any, of which you, the holder, will be informed prior to the expiry of the period of notice which will be agreed. We will return any credit balance by transferring it to a payment account or a bank account for which we will receive an eligible IBAN according to the instructions received from any authorised person.
- Closing the NICKEL Account, for whatever reason, requires you to destroy your Card.

## 4.5. Banking mobility

We offer a free banking mobility service. This functionality allows you to automatically transfer the recurring operations (incoming transfers or direct debits) from an account of a third party bank or payment institution to your NICKEL account or vice versa.

This service also allows you to request the closure of the account opened with the bank/payment institution you wish to leave.

In this case, you can log on to your WEB Customer Area and click on "leave your bank for NICKEL".

## 4.6. Unavailability of the WEB Customer Space or the NICKEL Mobile Application

We occasionally carry out maintenance operations on the NICKEL Web Customer Area and/or Mobile Application.

These maintenance operations are likely to make all or part of our services temporarily unavailable.

Except in very exceptional cases, these operations are of short duration and carried out during the night.

In any case, we cannot be held responsible for the possible consequences of service interruptions.

## 4.7. Commitment to discretion

Any information we hold or store about you will be treated in accordance with applicable privacy rules and with discretion.

We may, however, communicate information about you to other companies in the BNP PARIBAS group or to subcontractors or external service providers under the conditions defined below:

In this context, you expressly agree that, for the entire duration of the contractual relationship, data concerning you may be transmitted to

(i) to companies of the BNP Paribas Group in order to:

- prevent, detect and combat fraud;
- carry out research and development activities, including for compliance, risk management, communication and marketing purposes;
- to update data collected by these companies, including information about your tax status;
- offer a full range of products and services from the companies of the BNP Paribas Group, to enable you to;
- pooling resources, particularly IT resources;
- enable it to comply with its legal and regulatory obligations such as the fight against money laundering and the financing of terrorism, compliance with international sanctions, embargoes and know-your-customer (KYC) procedures and the management of credit and operational risk (risk category, risk rating, etc.) ;

(ii) outside the BNP Paribas Group:

- to external service providers and subcontractors who provide services on our behalf and under our responsibility (e.g. IT services, logistics, printing services, telecommunications, consulting, distribution and marketing);

- to NICKEL Points, commercial banking partners, independent agents, intermediaries or brokers, financial institutions, merchant acceptors, banks, correspondent banks, insurance companies, payment system operators, payment card issuers or intermediaries, in connection with:

- the implementation and management of a product or service to which you have subscribed, for the sole purpose of fulfilling their contractual obligations to us or to you; or
- the execution of payment transactions requested by you;

- to financial, tax, administrative, criminal or judicial, or local or foreign authorities, arbitrators or mediators, law enforcement authorities, guardianship authorities, government agencies or public bodies in order to:

- meet our legal and regulatory obligations and those of the BNP Paribas Group in general, such as our disclosure obligations in the context of the fight against tax fraud and the fight against money laundering and the financing of terrorism;
- respond to their requests in the context of their supervisory and investigative missions, etc;
- defend or respond to a case, action or proceeding;

- to payment service providers with whom you have a relationship, depending on the authorization you have granted them; and

- to certain regulated professions such as lawyers, notaries, bailiffs, or auditors, when specific circumstances require it (litigation, audit, etc.).

## 4.8. Protection of personal data

We act as a data controller in accordance 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 (so-called "GDPR") and the Act of 30 July 2018 pertaining to the protection of physical persons with regard to processing of personal data.

We process personal data in order to proceed to:

- the opening of the NICKEL account;
- the activation of your Card and thus have the means of payment attached to the NICKEL account;
- the provision of the services attached to the NICKEL account;
- your use and management of your NICKEL account and thus access your Customer Area (WEB or Mobile Application NICKEL);
- authorising and carrying out transactions with your Card;
- prevention and fight against fraud ;
- management of payment incidents ;
- the execution of the assistance and insurance services linked to your Card;
- the establishment of a dedicated system to combat money laundering and the financing of terrorism;
- the implementation of a dedicated system to fight against tax fraud and meet our obligations of cooperation, notification to the administrations and tax control;
- risk management ;
- prevention of non-payment;
- the management of all disputes: claims, pre-litigation and litigation with our company; and
- any other purpose covered by the data use policy ("Privacy Policy"), available on the website <https://nickel.eu> via the tab "Policy on the use of personal data of customers and prospects".

We keep this information in accordance with the regulatory retention periods.

All your data is available on your Customer Area (WEB Customer Area or NICKEL Mobile Application).

As a NICKEL customer, you provide this information when you apply for a NICKEL account. We may collect certain data during the use of your NICKEL account.

The data collected in this way is mandatory. If you do not provide this information, we cannot guarantee the opening and use of your NICKEL account.

You are informed that, in the context of the processing described above, your personal data will be communicated to recipients located in third countries outside the European Union, having an equivalent level of protection, in accordance with the regulations applicable to such transfers.

Pursuant to this Agreement, you acknowledge that you are aware that your personal data will be processed for the purposes stated above.

■ You have the right to access, rectify, delete, portability of data, limit processing and control your consents, which you can exercise by writing to us by email at [personaldata@nickel.eu](mailto:personaldata@nickel.eu) or via your Customer Area (WEB Customer Area or NICKEL Mobile Application).

You may, subject to justifying reasons relating to your particular situation, object to your personal data being processed, it being understood that your objection may prevent your NICKEL account from functioning and that we will then have to close it.

For further information on the processing of your data, please refer to our Privacy Policy as described above.

## 4.9. Tax cooperation

■ Personal data may be transferred to the Federal Public Service Finance (FPS Finance) or to any other competent authority within the framework of the FATCA (which concerns US citizens and residents) and EAI (which concerns tax residents of countries that have signed the EAI agreement) tax regulations.

## 4.10. Combating money laundering and financing of terrorism. International sanctions

■ In application of the legal and regulatory provisions relating to the fight against money laundering and the financing of terrorism, we are required to ensure that we have a good knowledge of our clients and to exercise constant vigilance over the origin and destination of the funds deposited in our books.

As such,

- We may request additional information on transactions that we consider to be unusual, particularly because of their nature, amount or exceptional nature compared with those processed up to that point;
- you undertake to provide us with all relevant information on the context of these operations;
- all transactions carried out on the NICKEL account are likely to be reported by us to the competent authorities.

We are required to comply with international sanctions of any kind imposed by the United Nations Security Council, the European Union, Belgium, France, the United States of America and any other applicable sanctions regime. As such, it is our policy not to generally perform or engage, directly or indirectly, in any activity for, on behalf of, or for the benefit of any person, entity or organization subject to such sanctions (economic, financial or trade sanctions, embargoes, freezing of assets and economic resources, restrictions on dealings with individuals or entities or relating to specific goods or territories). We may suspend, reject or block a payment transaction to or from your NICKEL Account that may be subject to such measures and close your NICKEL Account.

You acknowledge that we may check or have checked the truthfulness or accuracy of information you, even on your own initiative, provide to us. You acknowledge that, with respect to evidence of identification, we may make a request to the appropriate administrative government for verification of the name.



## 4.11. Complaints handling and mediation

If you encounter difficulties or are not satisfied with the services we offer, you can :

- firstly, contact our Customer Service at +32 2 891 29 80. (Monday to Friday from 8.30am to 7pm and Saturday from 9am to 6pm);
- secondly, send a complaint by post to FPE - NICKEL, Rue Royale 144-146, 1000 Bruxelles.
- Finally, if you feel that the response from Customer Service is not satisfactory, contact the Financial Conflicts Ombudsman by mail at the following address North Gate II, Boulevard du Roi Albert II, 8 (bte 2), 1000 Brussels, Belgium, by email via [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be) or directly via the Ombudsfm website (<https://www.ombudsfm.be/en/individuals/introduce-complaint/>).

## 4.12. Death and Estates

Nickel must be notified immediately of your death. This duty to inform is incumbent upon your surviving spouse, other beneficiaries, or agent. We reserve the right to request specific information regarding the death (e.g. official proof of death) in order to properly fulfil our legal obligations, prior to acting on the death notification. The immediate consequence of any death is the freezing of the account, in order to allow Nickel to fulfil its legal obligations.

The payment of the assets you held may be subject to the submission by your heirs of evidence establishing the transfer of the estate and the conditions of payment. We reserve the right, but are not obliged, to require that all beneficiaries explicitly accept the conditions and that the formalities provided for by law are complied with. We are not responsible for the authenticity of the documents presented, especially but not exclusively in the case of foreign documents. In the event of the submission of foreign documents and/or releases, we are entitled to request a sworn translation at the expense of the heirs, as well as the legalisation of the documents. We have the right, but not the obligation, to consider only those instructions that relate to the entire blocked assets.

The detailed terms and conditions for the settlement of the estate, as well as the conditions applicable to specific cases, can be found in the FAQ on our website (<https://nickel.eu/>).

## 4.13. Exchange of information with the NBB in the framework of the Central Contact Point.

By law, we are legally obliged to communicate various data to the Central Contact Point ("**CCP**"), which is maintained by the NBB ("National Bank of Belgium"), Boulevard de Berlaimont 14, 1000 Brussels). The CCP registers the reported data. You will find a more detailed explanation of the information we provide in the FAQ on our website (<https://nickel.eu/>).

## 4.14. Deposit Protection Information

Your assets are protected under certain conditions when we can no longer meet our obligations due to an impairment. The detailed conditions of this protection are made available to you on our website, in the Web Client Area and in the Nickel Mobile Application.

## 4.15. Applicable Law

This Agreement shall be governed by Belgian law, without prejudice to any mandatory foreign law provisions that are binding on the Agreement despite this choice.

## Schedule 1

# NICKEL - TARIFF CONDITIONS AND LIMITS

Nickel shall provide clear information regarding the charges levied (and their breakdown, if any) and may automatically deduct from the Customer's accounts any such charges or taxes.

All stamp duties, registration fees and other taxes of any kind or fees due by reason of or in connection with any transaction carried out by the Customer shall be borne by the Customer.

Account keeping	<b>20 € per year</b>
Subscription to remote banking services (Internet, fixed telephone, SMS, etc.)	<b>Free of charge (excluding the cost of communication or Internet access)</b>
Subscription to products offering monthly SMS alerts on account status	<b>Free of charge (Over 60 SMS per year: €1 per 10 additional SMS)</b>
Cash transfer	<b>In NICKEL Point</b> <ul style="list-style-type: none"> <li>○ <b>2% of the amount deposited, the first deposit at subscription is free.</b></li> </ul>
Funding of a NICKEL account by bank card or payment card	<b>2% of the amount deposited</b>
Receiving a transfer	<b>Free of charge</b>
<b>Cash withdrawal at NICKEL Point</b>	<ul style="list-style-type: none"> <li>○ <b>0 € for the first 3 withdrawals per month</b></li> <li>○ <b>0.50 € per withdrawal, starting from the 4th withdrawal</b></li> </ul>

Cash withdrawal (in the case of a euro withdrawal in the Euro Zone extended to Andorra, Monaco, Saint-Marin and Vatican City (the **Euro Zone**) from an ATM of another institution with an international payment card)

- **NICKEL card: €1.50**
- **MY NICKEL card: €1.50**
- **NICKEL PREMIUM card: €1.50**
- **NICKEL METAL card: free**

**for ATMs in the Global Alliance/Global Network\*: Exemption from additional fees of the ATM operator**

Cash withdrawal outside the Extended Euro Zone to an ATM of another establishment with an international payment card\*\*.

- **NICKEL Card : 2,50 €**
- **MY NICKEL Card: 2,50 €**
- **NICKEL PREMIUM Card : 1,50 €**
- **NICKEL METAL Card : free**

**for ATMs in the Global Alliance/Global Network\*: Exemption from additional fees of the ATM operator**

<p>Cash withdrawal in another currency</p>	<p><b>Nickel does not charge any exchange commission. However, the foreign merchant's bank may, in certain cases, charge a commission.</b></p> <p><b>The exchange rate applied is that of MasterCard.</b></p>
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<p>Card payments for goods and services in shops or remotely</p>	<p><b>Free except for payments outside of EURO zone with the Nickel or My Nickel card (1€ per operation).</b></p>
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<p>Transfer (case of aSEPA transfer)</p>	<p><b>Free of charge</b></p>
<p>Standing order</p>	<p><b>Free of charge</b></p>
<p>Direct debit (fee for setting up a SEPA direct debit mandate)</p>	<p><b>Free of charge</b></p>

Direct debit (fee per SEPA direct debit payment)	<b>Free of charge</b>
Provision of a debit card (systematically authorised payment card)	<ul style="list-style-type: none"> <li>○ <b>NICKEL card: free</b></li> <li>○ <b>MY NICKEL card: €10 for 4 years</b></li> <li>○ <b>NICKEL PREMIUM card: €30 per year</b></li> <li>○ <b>NICKEL METAL card: € 80 per year</b></li> </ul>
Direct debit rejection fee for lack of funds	<b>10 € per rejected direct debit, from the 2nd rejected direct debit of the trimester, up to the amount of the rejected direct debit</b>
Costs per file of seizure	<b>20 € per file</b>
Document search fees	<b>Issuing an IBAN in NICKEL Point: 1 €.</b>  <b>Reissue of personal and confidential code of a Card: 1 €.</b>
Account statements	<b>Available via the WEB Customer Area or the NICKEL Mobile Application: Free</b>
Card replacement (after loss, theft, damaged card, blocked or blocked after 3 wrong codes)	<ul style="list-style-type: none"> <li>○ <b>NICKEL, MY NICKEL, NICKEL PREMIUM card: €10</b></li> <li>○ <b>NICKEL METAL card: €50</b></li> </ul>

*\*Global Alliance / Global Network : agreement between several global banks on their network of ATMs abroad / BNP Paribas Global Network: global network of ATMs of the BNP Paribas Group.*

*\*\*The rates shown are those applied by FPE. Third party institutions may sometimes apply exchange fees or commissions.*

## Limits

Default limits are set when you open your NICKEL account and are indicated below. They are applicable as soon as your NICKEL account is definitively activated (see Article 1.2 - Opening a NICKEL account). These limits are subject to change depending on the information you provide or in accordance with the provisions of Article 3 of the Agreement.

<b>Withdrawal limits</b>	
Default limit	<b>300 € / 7 calendar days</b>
Limit level 2	<b>600 € / 7 calendar days</b>
Limit level 3	<b>1000 € / 7 calendar days</b>

<b>Payment limits</b>	
Default limit	<b>1,500 € / 30 calendar days</b>
Limit level 2	<b>3,000 € / 30 calendar days</b>
Limit level 3	<b>5,000 € / 30 calendar days</b>

<b>Payment limits by transfer</b>	
Standard SEPA outgoing wire transfer	<b>30 000 € / month</b>

The limits for cash deposits in Point Nickel and for funding the NICKEL account by bank card or payment card are not subject to change and are set at €950 over 30 calendar days. For 15 calendar days from the activation of your NICKEL Card, the cumulative amount of deposits is limited to €250.