

# DINERS CLUB GENERAL TERMS AND CONDITIONS

## for cards issued to private cardholders in the Dutch market

### 1. Definitions

Except where explicitly indicated otherwise, the terms written in initial capitals in these General Terms and Conditions shall be understood to have the following meaning:

<b>Account:</b>	the account opened in the Cardholder's name in the Diners Club administration, as referred to in Article 3.2 of these General Terms and Conditions;
<b>Additional Card:</b>	the Additional Card referred to in Article 5 of these General Terms and Conditions;
<b>Additional Cardholder:</b>	the person designated by the Cardholder, and to whom Diners Club has issued an Additional Card;
<b>Card:</b>	the Diners Club Card issued to the Cardholder by Diners Club;
<b>Cardholder:</b>	the individual to whom Diners Club has issued a Card and whose name is stated on the Card;
<b>Credit Agreement:</b>	the agreement between Diners Club and the Cardholder, on the basis of which Diners Club grants the Cardholder use of the Credit Plus Revolving Credit Facility;
<b>Credit Balance:</b>	the balance of the credit drawn by the Cardholder under Credit Plus and not yet repaid, including Interest and fees due;
<b>Credit Limit:</b>	the maximum Credit Balance permitted at any given time, as set out in the Credit Plus agreement;
<b>Credit Plus:</b>	the Credit Plus Revolving Credit Facility agreed upon between Diners Club and the Cardholder, as referred to in Article 15 of these General Terms and Conditions;
<b>Diners Club:</b>	Citibank Belgium NV, with its registered seat in Brussels, Belgium;
<b>General Terms and Conditions:</b>	the Diners Club General Terms and Conditions applicable at any given time;
<b>Interest:</b>	the interest due to Diners Club from the Cardholder;
<b>Interest Rate:</b>	the effective interest rate determined and announced by Diners Club at any given time.
<b>Supplier:</b>	a supplier or service provider that is affiliated to Diners Club and will accept the Card from the Cardholder as a form of payment for goods and/or services;
<b>PIN:</b>	the Personal Identification Number corresponding to the Card and required for certain other Card features;
<b>Statement:</b>	the periodic overview to be sent to the Cardholder by Diners Club, which shall state all purchases made using the Card during the course of the last period. Where Credit Plus has been used, the statement will indicate both the Credit Balance and the Credit Limit.

### 2. General

- These General Terms and Conditions shall apply to the relationship between Diners Club and the Cardholder as regards use of the Card and, where used by the Cardholder, Credit Plus. The General Terms and Conditions shall apply once Diners Club has issued the Card to the Cardholder. The Cardholder shall ensure that he/she signs the card as soon as it is received. By signing the Card, the Cardholder confirms his/her acceptance of these General Terms and Conditions.
- The Card shall be valid for a period to be determined by Diners Club and shall remain the property of Diners Club even when issued to the Cardholder. The Cardholder shall return the Card to Diners Club on demand. Where there is a valid reason for doing so, Diners Club may request that a Supplier retains the Card and not return it to the Cardholder; this is the case (but not exclusively) where the Cardholder fails to comply with the stipulations of these General Terms and Conditions, including his/her failure to comply with the payment obligations from these General Terms and Conditions.
- The Cardholder alone shall be authorised to use his/her Card. The Card is strictly personal and non-transferable. The Cardholder shall treat the Card with care. Any deliberate changes made to the card as well as the Card's counterfeiting and copying are prohibited and will be regarded as fraud.

### 3. Use of the Card

- Diners Club shall determine which particular features a Card will include. The Cardholder shall only use the Card for those features granted to the Cardholder by Diners Club. Diners Club is entitled to withdraw the use of the Card for one, several or all features. This might occur (but not exclusively) where the Cardholder fails to comply with the provisions of these General Terms and Conditions, including the failure to comply with the payment obligations arising for him/her, where the amount or nature of the purchased made with the Card are, up to the opinion of Diners Club, are unusual for the Cardholder, where the Supplier is unable to establish the identity of the Cardholder with any certainty, or where there are indications that the Card is possibly being used fraudulently. Additional conditions may apply to certain Card features and/or to certain additional products that can be offered with the Card. Diners Club will inform the Cardholder of these additional conditions as and where applicable. The Cardholder may request a copy of the conditions applicable from Diners Club.
- When issuing the Card, Diners Club opens an Account in the name of the Cardholder in its administration. This Account will be allocated a unique account number on which all purchases made by the Cardholder using the Card, as well as all costs applicable, will be recorded.
- By making purchases using the Card, the Cardholder is fulfilling the payment obligations towards the Supplier arising for him/her as regards the goods and/or services obtained from the Supplier. In addition, by making such purchases the Cardholder shall be obliged, in accordance with the provisions of these General Terms and Conditions, to pay Diners Club the amounts due for these purchases, whereby Diners Club shall be subrogated to the rights of the Supplier as regards the purchase price of the goods and/or services.
- When making purchases with the Card, the Cardholder shall observe the instructions given by the Supplier. For each purchase, the Supplier shall present the Cardholder with an itemised transaction slip to be signed by the Cardholder. The Cardholder shall be given a copy of the signed transaction slip.
- When the Cardholder uses the Card to make purchases from a Supplier, the Cardholder shall, before signing, check that his/her name, card number, the date and the amount to be paid have been indicated correctly on the transaction slip referred to in Article 3.4. The Cardholder's signing of the transaction slip confirms his/her acceptance of the transaction and the obligations arising from his/her acceptance. It shall not be possible to revoke the transaction after that moment. In the case of transactions made via an automated system, the transaction shall have been entered into and its cancellation shall no longer be possible once all actions necessary to effect the transaction have been completed. Diners Club preserves the right to request additional information which is reasonably necessary to verify whether these conditions are fulfilled.
- After using the Card to make purchases, the Cardholder can in certain circumstances request Diners Club to refund the amount of the purchase. This has to be done within eight weeks after the booking date of the purchase. A refund shall only be possible if each of the following three conditions are met: i) the transaction has been completed, Diners Club preserves the right to request additional information which is reasonably necessary to verify whether these conditions are fulfilled.
- Diners Club shall charge the amount of the transaction to the Account. The Cardholder shall be obliged to pay the full balance on the Account, no later than the date determined by Diners Club in Article 6.3. The Cardholder shall not use the Card for contracts for purchase in instalments.
- If any amount is refunded to the Cardholder by the Supplier in respect of a purchase made from the Supplier using the Card, the Supplier shall issue a credit note and it shall only be possible to effect such refund by crediting the Account for an amount

not exceeding the amount to be repaid. The Supplier shall not be permitted to refund the Cardholder in cash.

- The Card may also be used to withdraw cash from cash dispensers affiliated to the Diners Club-network, or to issue money transfer instructions. Diners Club will charge an administration fee for the use of this service. The level of this fee will be determined and announced by Diners Club and shall also be indicated separately on the Statement. Under no circumstances may the Cardholder withdraw or transfer money other than in accordance with the instructions issued by Diners Club.
- All transactions shall be attributed to the cardholder in euro and mentioned on his statement in euro. Transactions in foreign currencies shall be converted to euro against the exchange and transaction commissions which shall be determined by Diners Club and communicated on its statements, in accordance with the rates applied and published by the Royal Bank of Scotland.
- The Cardholder shall take all reasonable measures to ensure the safety of the Card and PIN, as described in Article 4.1, in order to prevent use by third parties.

### 4. PIN

- Diners Club may issue the Cardholder with a PIN in order to facilitate certain Card features, including purchases made without the immediate intervention of Diners Club or Suppliers' employees, such as instructions for the direct cash payment of amounts by means of (communication) equipment intended for this purpose.
- A Cardholder shall treat the Card and PIN issued to him/her with care. A Cardholder is responsible for (the use of) the Card and PIN once this has been received by him/her.
- A PIN is strictly personal and non-transferable. The Cardholder shall ensure that he does not reveal his/her PIN to anyone, including members of his/her family, housemates, Additional Cardholders and authorised representatives, and may not indicate this PIN on the Card in any way, nor on any document kept with the Card. Once received by him/her, the Cardholder shall be required to immediately destroy the written PIN notification received from Diners Club.
- If a Cardholder knows or suspects that the PIN allocated to him/her is known or will become known to third parties, he/she shall be obliged to inform Diners Club of this immediately.

### 5. Additional Card

The Cardholder and the Additional Cardholder may apply jointly for an Additional Card for the Additional Cardholder. These General Terms and Conditions shall apply mutatis mutandis to the Additional Cardholder and to use of the Additional Card and the corresponding rights and obligations, on the understanding that:

- when the Cardholder uses Credit Plus, the Credit Limit shall apply for the Card and the Additional Card together;
- all purchases made on the Cardholder's Account by the Additional Cardholder, using the Additional Card, shall be processed and added to the Statements to be sent to the Cardholder. The Additional Cardholder will not receive a Statement of the purchases made by him/her and shall only be able to request information from Diners Club on the outstanding balance indicated on the Statement by telephone;
- the Cardholder shall be jointly and severally liable to Diners Club for the fulfilment of the (payment) obligations arising from these General Terms and Conditions, regardless whether these (payment) obligations are his or those of the Additional Cardholder, and regardless of any recourse that Diners Club might have against any other (solidary) debtors;
- the Additional Cardholder shall be jointly and severally liable to Diners Club for the fulfilment of the (payment) obligations arising from these General Terms and Conditions, regardless of any recourse that Diners Club might have against any other (solidary) debtors and;
- in the event of the termination of the relationship between Diners Club and the Cardholder, for whatever reason, no (new) purchases may be made using the Additional Card, and the Additional Card shall be made unusable by cutting it in two.

### 6. Payment

- Each month, Diners Club sends the Cardholder a Statement in which all purchases made with the Card are stated, as well as the costs charged for use of the Card. When preparing this Statement, Diners Club shall be able to base such Statement on the transaction slips sent to it by the Suppliers, subject always to what is stipulated in clause 9.4.
- The Cardholder shall ensure that he/she pays the outstanding balance indicated on the Statement within the period indicated by Diners Club. When doing so, the Cardholder may choose between one lump sum payment of the full balance outstanding, or, when using the Credit Plus, payment in accordance with the conditions applicable for Credit Plus.
- All payments by the Cardholder shall be effected when they become payable, yet in all instances within fourteen business days of the date on which the Statement was sent, without any deductions, set-off or costs payable by Diners Club and inclusive of all purchases potentially disputed by the Cardholder under clause 9.4. Payment shall be effected by direct debit, from the bank account held in the Cardholder's name. Where the Cardholder does not wish to pay by direct debit, he/she shall regularly receive a giro slip form intended for payment purposes.
- All amounts received from the Cardholder by Diners Club shall be deemed to have been received, in the first instance, in payment of any costs and Interest, with the remaining amount being used in payment of (the remainder of) the outstanding balance on the Account or the Credit Balance.

### 7. Fees

- The Cardholder shall be required to pay an annual fee for use of the Card, which amount shall be determined and announced by Diners Club.
- The Cardholder shall be required to pay Diners Club a fee for his/her use of Diners Club services, which amount shall be determined and announced by Diners Club.
- All amounts, fees and Interest due from the Cardholder shall be credited to his/her Account. The Cardholder shall not be permitted to use Credit Plus for the amounts and fees due from the Cardholder as referred to here.

### 8. Late payment

Where the Cardholder fails to fulfil the payment obligations arising for him/her from these General Terms and Conditions, Diners Club shall give the Cardholder notice of default. Where the Cardholder fails to rectify this situation, he/she shall accrue default interest immediately due and payable on the outstanding balance payable on his/her Account, the level of which default interest shall be determined and announced by Diners Club.

### 9. Disputed transactions and liability

- Diners Club shall not guarantee the quality or capacity of the goods and/or services sold or supplied to the Cardholder by the Supplier. Where the Cardholder is dissatisfied with the goods and/or services purchased, or where these are faulty or defective, the Cardholder shall address his/her complaints solely to the Supplier in question. The payment obligations arising for the Cardholder, as stated in these General Terms and Conditions, shall continue to apply. The Cardholder shall not be able to invoke a dispute with a Supplier against Diners Club, nor deduct from his/her account any claim against or payment to a Supplier by means of a discount, set-off or otherwise.
- Diners Club shall not be liable for any loss sustained as a result of the possible refusal or the conditional acceptance of the Card by a Supplier, for whatever reason, or for the consequences resulting from the Cardholder's inability to use the Card (any more) as a result of a shut-down or fault in electronic funds transfers, or his/her inability to make any further use of (facilities offered by) the Card, except in the event of gross negligence or intention on the part of Diners Club. 'Conditional acceptance' shall be understood to include the charging of a surcharge by a Supplier for performance of the transaction. Under no circumstances shall Diners Club be liable for consequential loss.
- The Cardholder who makes purchases with the Card without signing (or having to sign) a transaction slip, or where goods

or services are obtained by means of (communication) equipment intended for this purpose, shall not be able to invoke the absence of his/her signature against Diners Club.

- 9.4 On becoming aware of any unknown or unauthorised entries, errors or irregularities on the Statement, the Cardholder shall request Diners Club in writing, without undue delay and no later than 13 months after the transaction date mentioned on the Statement, to reimburse him for these charges. If the Cardholder denies to have given his consent with an executed transaction or indicates that a transaction has been incorrectly executed, Diners Club shall deliver the evidence that the transaction has been authenticated, registered and booked correctly and that it has not been influenced by a technical default or failure of any kind. In case Diners Club assesses that the transaction was unauthorized, Diners Club will reimburse the amount of the unauthorized transaction immediately and, where applicable, restore the debited account to the state in which it would have been had the unauthorized transaction not taken place.
- 9.5 The Cardholder shall always, under all circumstances, be jointly and severally liable for the fulfilment of all (payment) obligations arising from these General Terms and Conditions, including the payment of the amounts shown in the Statement, regardless of any recourse that Diners Club might have against other (solidary) debtors.

#### 10. Theft

- 10.1 In the event of the Card's or PIN's loss, theft or unauthorized use, the Cardholder shall immediately inform Diners Club of this. If so requested, the Cardholder shall confirm this notification to Diners Club in writing.
- 10.2 In the period up to the notification of loss, theft or unauthorized use of the Card and/or PIN code the Cardholder shall be liable up to a maximum of 150 EUR for any loss resulting from the loss, theft or unauthorized use of his Card and/or PIN code if he has failed to keep its personalised security features safe. This limit does not apply in the event of gross negligence or intention of the Cardholder or in the situation of intentional or with great negligence failing to comply with the obligations in these General Terms and Conditions. Diners Club shall bear the financial consequences of each unauthorized use of the Card after the notification except where the Cardholder has acted fraudulently.

#### 11. Limitation of Card use or its cancellation

- 11.1 Diners Club may at any time block the Card for objectively justified reasons related to the security of the Card, the suspicion of unauthorised or fraudulent use of the Card or, in case the Cardholder uses Credit Plus, a significantly increased risk that the Cardholder may be unable to fulfil his liability to pay. At the request of Diners Club the Card shall be made unusable by cutting it in two. In case the Card is blocked, the Cardholder shall be informed of the reasons for it, unless giving such information would compromise security reasons or is prohibited by law. Once these reasons no longer exist Diners Club shall unblock the Card or replace it.
- 11.2 Diners Club shall be entitled to withdraw the Additional Card at any time, whether requested in writing by the Cardholder, whether as a result of an attributable failure on the part of the Additional Cardholder to fulfil the obligations arising from these General Terms and Conditions, or through the dissolution or termination of the agreement in respect of the Card's use.

#### 12. Validity

The Card shall be valid up to and including the last day of the month and year indicated on the Card. Where the Cardholder has not cancelled the Card at least one month before the expiry date indicated on the Card, Diners Club shall send him/her a new Card. As soon as the Cardholder is able to use the new Card, he/she shall render the previous Card unusable by cutting it in two.

#### 13. Termination

- 13.1 The Cardholder is able to terminate the agreement relating to use of the Card by giving at least one month's notice. Where the Cardholder terminates this agreement and an Additional Card has also been issued, his/her termination will also include the Additional Card. Termination of the agreement in relation to use of the Card must be effected in writing.
- 13.2 Diners Club is able to terminate the agreement relating to use of the Card by giving at least two months' notice. In accordance with clause 22, the Credit Agreement can be terminated with immediate effect.

#### 14. Card Balance assignment

Diners Club shall retain the right, without requiring the consent of the Cardholder, to assign the Cardholder's Card balance to a third party, whether partially or in full, or to charge a third party with the collection of said balance. Where Diners Club decides to exercise this right, it shall inform the Cardholder accordingly.

#### 15. Credit Plus

- 15.1 The Cardholder shall only be able to use Credit Plus in case he has entered into a Credit Agreement with Diners Club. Credit Plus is a revolving credit facility, the term of which shall depend on the Credit Balance. Articles 15 up to and including 26 of these General Terms and Conditions apply to Credit Plus.
- 15.2 The Cardholder shall be required to pay interest on the Credit Balance. Diners Club shall charge the Cardholder interest on a monthly basis by crediting the amount applicable to the Cardholder's Account. The Cardholder shall be obliged to regularly repay Diners Club a certain percentage of the Credit Balance, which percentage shall be determined by Diners Club. Each month, Diners Club shall issue the Cardholder with a Statement showing his/her current Credit Balance.

#### 16. Credit Plus credit limit

- 16.1 The Credit Limit applicable is indicated in the Credit Plus agreement. Use of the Card is limited to the amount of the Credit Limit. The Cardholder may at any time request a change to his/her Credit Limit. Diners Club may offer the Cardholder a higher Credit Limit. The Cardholder's Credit Limit shall only be increased after receipt of the Cardholder's written consent.
- 16.2 Where the Cardholder's income changes significantly, he/she shall inform Diners Club of this fact. Where Diners Club is of the opinion that the Cardholder's income data has changed such that an inappropriate income/expenditure ratio is the case, Diners Club shall be entitled to stipulate varying conditions with regard to repayment of the Credit Balance and/or to lower the Credit Limit applicable.

#### 17. Credit Plus interest

The Interest Rate shall be determined by Diners Club. Any change to the Interest Rate shall be notified to the Cardholder at least two months in advance and become applicable immediately. If the Interest Rate changes because of a legal reason, Diners Club shall inform the Cardholder of the change without undue delay and apply the change immediately. The Interest payable shall be calculated daily on the Credit Balance, on the basis of compound interest.

#### 18. Credit Plus repayment

- 18.1 The Cardholder shall repay at least 5% of the Credit Balance to Diners Club within the period referred to in Article 6.3. Repayment shall be subject to a minimum instalment of EUR 50.00 per month, on the understanding that the Credit Balance amount shall be the instalment due where said balance is less than EUR 50.00.
- 18.2 In deviation from the provisions of Article 18.1, a Credit Balance in excess of the Cardholder's Credit Limit shall be repaid to Diners Club in full, within the period referred to in Article 6.3.

#### 19. Credit Plus late payment charge

Where the Cardholder fails to fulfil his/her repayment obligation, Diners Club shall be entitled to impose a late payment charge on him/her. This late payment charge shall be calculated on that part of the Credit Balance for which the Cardholder is in default. The level of the late payment charge imposed shall be equal to the Interest Rate multiplied by the outstanding balance for which the Cardholder is in default.

#### 20. Credit Plus and demand for early repayment

- The amounts due to Diners Club from the Cardholder under the Credit Agreement shall be repayable in full on demand where:
- the Cardholder, who has failed to effect payment of an outstanding instalment for a period of at least two months, continues to default in the fulfilment of his/her obligations despite having been given a notice of default;
  - the Cardholder has left the Netherlands, or it can reasonably be assumed that the Cardholder will leave the Netherlands within a period of several months;
  - the Cardholder has died and it can be reasonably assumed that the Cardholder will not fulfil his obligations arising from the Credit Plus agreement;
  - the Cardholder has become bankrupt, or the debt rescheduling arrangement for natural persons has been declared applicable to him/her;
  - with a view to the conclusion of the Credit Agreement, the Cardholder deliberately provided Diners Club with incorrect information that is such that Diners Club would not have concluded the Credit Agreement, or would not have done so under the same conditions, had it been aware of the Cardholder's actual status.

#### 21. Credit Plus and early repayment

In addition to the monthly instalment referred to in Article 18, the Cardholder is be entitled to effect extra repayments and to terminate the Credit Agreement whilst repaying the full Credit Balance simultaneously, without being subject to any costs from Diners Club in this respect.

#### 22. Termination of Credit Plus

- 22.1 Provided the Cardholder also repays the full Credit Balance, he/she shall be able to terminate the Credit Agreement with immediate effect and without giving reasons, by informing Diners Club to this effect in writing.
- 22.2 Diners Club shall be able to terminate the Credit Agreement at any time. In the situations provided for in Article 20, Diners Club shall be able to demand the early repayment of all amounts due to Diners Club from the Cardholder. In all other situations, the (payment) obligations existing for the Cardholder vis-à-vis Diners Club at the time of the Agreement's termination shall be fulfilled in accordance with the provisions of the Credit Agreement and these General Terms and Conditions.

#### 23. (Credit) registration

Diners Club is affiliated to the Credit Registration Bureau (BKR) in Tiel, the Netherlands. The BKR enters data into the central credit information system. This is intended to prevent excessive credit debt and to contribute towards the prevention of problematic debt situations. Diners Club shall notify the BKR in Tiel of the Credit Agreement entered into and provide it with information about the Cardholder and any irregular payment history on his/her part. Added to the above, Diners Club shall be able to request information on the Cardholder from the BKR and/or third parties in connection with its assessment of the Cardholder's creditworthiness.

#### 24. Personal data

The Cardholder grants his consent to Diners Club to process his/her personal data ("data") in accordance with the provisions as stated in this article. The Cardholder takes notice of the possibility for Diners Club to process his data also outside the European Union. Diners Club is entitled to do so for the sole use as described in this article, and by means of an agreement drawn up by the European Commission. Diners Club shall process the data of the Cardholder in accordance with the Belgian Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data (Wet tot bescherming van de persoonlijke levenssfeer ten opzichte van de verwerking van persoonsgegevens). Diners Club may only process the data of the Cardholder for the purpose of granting and administering products and services, to assess the creditworthiness of the Cardholder, to offer products and services, to prevent and combat fraud by the Cardholder and/or others, for drawing up statistics and performing tests, for purposes within the scope of legislation against money-laundering and terrorism, or to comply with other legal obligations. Only persons who need the data in the course of their profession will have access to the data. Diners Club is allowed to communicate the data of the Cardholder to other companies of Cit, or to other service providers. If and when doing so, Diners Club shall enforce a guarantee for the protection of the data of the Cardholder. Diners Club reports the processing of personal data to the Data Protection Authority (Commissie voor de Bescherming van de Persoonlijke Levenssfeer). At any time, the Cardholder may request an extract of his/her data from the files of Diners Club and if necessary have it rectified. For that purpose, the Cardholder has to send a letter including a copy of both sides of his identity card to Citibank Belgium NV, Attn. Data Controller, Bd. General Jacques 263g, 1050 Brussels. At any moment the Cardholder may oppose the processing of its data for promotional purposes. The Cardholder may do so by telephone, or by letter to the Marketing Department of Diners Club.

#### 25. Changes to conditions

Diners Club shall retain its right to amend these General Terms and Conditions at any time, on the condition that the Cardholder will be notified two months beforehand. If a Cardholder does not accept this amendment, he will have to notify Diners Club prior to the amendment taking effect. With due observance of the provisions of Article 22, the Cardholder shall then be able to terminate the Credit Agreement free of cost and return the Card. In the absence of such a notification, the Cardholder shall be deemed to have accepted the new content of the General Terms and Conditions.

#### 26. Disputes

The District Court of Amsterdam shall take cognisance of all disputes arising from these General Terms and Conditions, except where Diners Club opts to summon the Cardholder to appear before the Court within the jurisdiction of which the Cardholder has his/her place of residence. With the exception of what is stipulated with regard to personal data (Article 24), Dutch law shall apply to the Agreement.

In the event of the loss or theft of your Card, please call the following 24-hour number: +31 (0)20 – 654 55 11. Alternatively, send a fax to: +31 (0)20 – 654 55 05.

*Diners Club is a trade name of Citibank Belgium NV. Citibank Belgium NV has its registered office in Brussels in Belgium and has a branch office at Schiphol Boulevard 257, WTC Tower D, 8th floor, 1118 BH Schiphol Airport, the Netherlands. The branch office uses the Diners Club Benelux trade name and is registered with the Chamber of Commerce in Amsterdam, under registration number 34220610. Should you have any questions, please call +31 (0)20- 654 55 12.*