

## General terms and conditions ABN AMRO Gold Card

These general terms and conditions are made up of three sections:  
**section 1: General provisions (articles 1-20)**  
**section 2: Card without Spread Payments Facility (articles 21-23)**  
**section 3: Card with Spread Payments Facility (articles 24-28)**

Your ABN AMRO Gold Card is not automatically provided with the Spread Payments Facility. In that case only sections 1 and 2 of these general terms and conditions apply to your Card. If the Spread Payments Facility is agreed, sections 1 and 3 of these general terms and conditions apply.

### SECTION 1: GENERAL PROVISIONS

#### Article 1. Definitions

The terms used in these general terms and conditions shall be defined as follows:

**ABN AMRO:** ABN AMRO Bank NV, our partner in issuing this Card;

**Merchant:** business and/or institution accepting the Card as a means of payment;

**BKR:** the Central Credit Registration Office (Bureau Krediet Registratie);

**Card:** the ABN AMRO Gold Card issued to you, which includes both the Main Card and the Extra Card;

**Card fee:** the annual fee payable for the Card;

**Documentation:** the product information, prices and conditions provided to you by us in relation to the Card;

**Extra Card:** any Extra Card issued by us in addition to a Main Card;

**Spread Payments Facility:** the opportunity to settle the amount due on the Card in instalments;

**Main Card:** the Card in respect of which an Extra Card is issued;

**APR:** annual percentage rate;

**MasterCard:** MasterCard Europe sprl. or MasterCard International Inc.;

**PIN:** the personal identification number to be used by the Cardholder in combination with the Card;

**Agreement:** the agreement you have entered into with us in relation to the Card and the Spread Payments Facility, if agreed. The Agreement comprises the Documentation, these general terms and conditions and any additional agreements and conditions;

**You (you/your):** the holder of the Card;

**We (us/our):** International Card Services BV. Visiting address: Wisselwerking 32, 1112 XP Diemen.

Postal address: PO Box 23225, 1100 DS Diemen. We are registered with De Nederlandsche Bank (Westeinde 1, 1017 ZN Amsterdam) and the Netherlands Authority for the Financial Markets (Autoriteit Financiële Markten, AFM), Vijzelgracht 50, 1017 HS, Amsterdam);

**Exchange Rate:** the Exchange Rate determined by MasterCard, plus 1.95%. Please contact us if you should wish to receive further information about the applicable Exchange Rate.

#### Article 2. Commencement, term and termination of the Agreement

- 2.1. The Agreement will become effective on any of the following moments, whichever comes earliest:
  - (a) when you activate the Card;
  - (b) on first use of the Card by you as a means of payment or for a cash withdrawal;
  - (c) the moment of your first payment to us, or
  - (d) any moment that you otherwise agree to the terms of the Agreement.
- 2.2. The Agreement is entered into for an indefinite period. You are at all times entitled to terminate the Agreement, either in writing or by telephone, with due observance of a notice period of 2 weeks. We are likewise entitled to terminate the Agreement, with due observance of a notice period of 2 months.
- 2.3. We are authorized to block the Card and the related facilities with immediate effect if any of the following circumstances occur, or appear to occur:
  - (a) you are acting in breach of the Agreement, for example by being in arrears with payments;
  - (b) the Card is reported stolen, missing or lost;
  - (c) your creditworthiness has deteriorated significantly;
  - (d) the amount due exceeds the spending limit;
  - (e) you have been declared bankrupt or the statutory debt restructuring scheme for natural persons has been declared applicable to you;
  - (f) abuse, unauthorized use or fraudulent use of the Card;
  - (g) your death;
  - (h) you have left the Netherlands or intend to do so to settle elsewhere;
  - (i) you have left the residential address you provided to us;
  - (j) you are involved in fraudulent actions.
- 2.4. When we block the Card, we will inform you as soon as possible, unless doing so should represent a breach of the law or legitimate security interests.
- 2.5. The validity of the Card shall not exceed the expiry date mentioned on it. We may from time to time provide you with a new Card as a replacement for the Card. We are authorized to declare the old Card invalid. The new Card will be attached to a document and sent to your address. The new Card is governed by the general terms and conditions contained in this document.
- 2.6. Within 14 calendar days from the commencement date of the Agreement you are entitled to dissolve the Agreement in writing free of charge. If, during the period that the Card was available to you, you have made use of the Card or the related facilities, such use shall be governed by all the conditions, financial and otherwise, contained in the Agreement. If the Agreement is dissolved in this way, the Card fee shall not be due.
- 2.7. Once the Agreement has been terminated or the Card has been blocked:
  - (a) you are no longer allowed to use the Card;
  - (b) the Card has become invalid;
  - (c) the Card may be rejected or withdrawn by us, by a Merchant or by a bank;
  - (d) you are obliged - at our request - to cut the Card into 4 pieces and return it to us. If you fail to comply with this request, a penalty will be due of € 25 for each day that we have not received the Card, with a maximum of € 1,000. If the damage sustained by us is in excess of € 1,000, we shall also be entitled to demand payment from you of the amount in excess of the maximum penalty.

#### Article 3. Our general obligations

- 3.1. We undertake to provide our services with the greatest possible care.

#### Article 4. Your general obligations

- 4.1. You are responsible for the use of the Card and are at all times obliged to carefully keep the Card in a safe place.
- 4.2. Whenever the Card is used, you should at all times check if your own Card is returned. You should check at least once a day if the Card is still in your possession. The account statements should be checked by you immediately after receipt, but no later than 30 days from the date mentioned thereon. We may from time to time issue instructions regarding the safe use of the Card, including methods such as 'MasterCard SecureCode' for performing purchases on the internet and/or the confidentiality of the PIN. These instructions must be complied with by you.
- 4.3. You should at once inform ABN AMRO of any changes to your contact information (including your e-mail address) as well as of any other changes that may be relevant to the Agreement.

#### Article 5. PIN and confidentiality

- 5.1. You are free to select your own PIN. If you do not make use of this opportunity or are unable to do so, a PIN will be issued to you automatically. The PIN is personal and non-transferable, as is the Card.
- 5.2. The PIN must not be disclosed to anyone, including family members, people living with you and our employees. You must not write the PIN on the Card, or on any other document that is kept together with the Card. If you put the PIN down in writing, this should be done in such a manner that it will cause the PIN to be incapable of being recognized or deduced by third parties. You must make sure that others will not be given the opportunity to watch when the PIN is entered by you. Other personalised security codes related to the Card, such as a log-in name or password, must likewise be kept strictly confidential and may only be used by you.

#### Article 6. Loss, theft and improper use

- 6.1. Loss or theft of the Card, the PIN and/or any other personalised security codes must be reported by you by telephone at the earliest possible moment after the incident has been or could have been discovered, for example by at once checking the account statement. If you have a reasonable suspicion of improper use having been made of the Card, the PIN and/or the other personalised security codes, as demonstrated by, for example, the account statement or the secure internet environment, you must notify us of this by telephone as soon as possible. Next you must without delay confirm this notification in writing and report the incident to the police.
- 6.2. After the notification as referred to in article 6.1 no risk will be incurred by you for the subsequent use of the Card from that time onwards, unless you have committed a fraudulent act or in cases of intent or gross negligence on your part. In that case you will be held liable for all losses resulting from the loss, theft and/or improper use of the Card, the PIN and/or any other personalised security codes. You will be liable for gross negligence in any case if you have failed to comply with one or any of the obligations arising from articles 4, 5 and 6.1.

#### Article 7. Extra Card

- 7.1. If at the request of the holder of a Main Card we issue one or more Extra Cards, this Extra Card or these Extra Cards will likewise be governed by the Agreement. This means that the Agreement equally applies to the holder(s) of the Extra Card(s).
- 7.2. The Agreement with a holder of an Extra Card will end automatically the moment the Agreement with the holder of the Main Card ends.
- 7.3. The holder of the Main Card will on behalf of the holder of the Extra Card receive all communications sent by us.

#### Article 8. Card fee

- 8.1. The annual Card fee must be paid by you, unless agreed otherwise. The amount of the Card fee is stated in the Documentation. The Card fee forms part of the outstanding balance governed by articles 22 and 25. If the Agreement is terminated in the course of a year, the Card fee will be refunded on a pro rata basis.

#### Article 9. Personal data

- 9.1. We shall use your personal data in accordance with and for the purposes set out in the Code of Conduct for the Processing of Personal Data by Financial Institutions (the Gedragscode Verwerking Persoonsgegevens Financiële Instellingen). Among the purposes for which we shall process your personal data are:
  - (a) the assessment and acceptance of the application for your Card;
  - (b) the execution of the Agreement;
  - (c) settling national and international payment transactions;
  - (d) carrying out analyses for statistical and research purposes;
  - (e) sending information on products, services and promotions. This may happen after an analysis has been carried out of your personal data, the information obtained by us through the use of the Card and the type and volume of the services we have provided to you;
  - (f) protecting the safety and integrity of the national and international financial sector, which includes combating, preventing and detecting criminal activities, as well as attempts to engage in such activities;
  - (g) complying with our statutory obligations.
 For the purposes mentioned in (b) and (c) we may pass your personal data on to MasterCard. If you do not wish to receive the information mentioned in (e) you may inform us of this free of charge by writing to freepost number 1110, 1110 VB Diemen.
- 9.2. For the purpose of executing the insurance agreement(s) pertaining to the Card we may pass your personal data on to one or more insurance companies, which under the applicable laws, or privacy laws, will be the responsible party or parties in respect of the insurance agreement(s).
- 9.3. When a Card is applied for, a credit check may be performed by consulting the Central Credit Registration Office (Bureau Krediet Registratie, BKR) based in Tiel. This register and/or commercial information agencies will also be consulted in order to obtain information regarding your financial status, if we should feel we have a reasonable interest in doing so, such as in the case of a credit limit change or payment arrears.
- 9.4. Telephone conversations with you may be recorded for employee training and assessment purposes for the purpose of recording evidence.

#### Article 10. Amending the Agreement

- 10.1. We are entitled to amend the Agreement within the limits set by the law. You will be notified of this no later than 2 months prior to the effectuation of the changes. If you do not within 2 months inform us in writing that you do not accept the changes, this will be construed as acceptance of such changes. You may terminate the Agreement free of charge before the changes become effective.

#### Article 11. Making payments with the Card

- 11.1. The Card may be used worldwide for making payments to Merchants. The Card may also be used for cash withdrawals from affiliated banks and/or from cash machines. When the Card is inserted into a cash machine or card reader or imprinter for the purpose of making payments or cash withdrawals and the PIN has been entered or a signature has been placed, you will be deemed to have agreed to the payment. With some machines (such as toll gate machines or pay-and-display machines) you are deemed to have accepted the payment by the mere inserting of the Card without the PIN having been entered or a signature placed. When a purchase is made through the internet, by telephone or in a manner similar thereto, you will be deemed to have accepted the sale by having provided the Card details and having allowed the payment instructions to be carried out. Accepting the payment implies that the amount in question will be charged to the Card account.
- 11.2. We do not guarantee the permanent, uninterrupted use of the Card. The use of the Card after all is dependent on a great number of external factors, such as the collaboration of the Merchants and the performance of computer or telecommunication systems operated by us or by third parties. Moreover, the balance of the Card may be inadequate and cash withdrawals may be limited to a maximum amount per day. We shall not be liable when the Card cannot be used, when it cannot be used in time or not in full.
- 11.3. If you perform a payment transaction with the Card, we will pay the amount in question on your behalf to the Merchant in question.
- 11.4. Merchants and/or affiliated banks may make additional or special requirements with regard to accepting the Card, such as demanding proof of identity.
- 11.5. You may instruct us to transfer money from your bank account to the Card and vice versa. We shall carry out these transactions no later than on the working day subsequent to the day the instructions have been received. When such instructions are in writing, this period is extended by one working day. When we carry out instructions for a money transfer, this also implies that we will send instructions to either our bank or your bank for further processing, as a result of which completion of such instructions may take a few working days.
 

A money transfer may be rejected or delayed as a result of:

  - (a) you having failed to state the requested information correctly and in full;
  - (b) the balance on the Card or the bank account being insufficient;
  - (c) the Card having been blocked, being invalid or having been withdrawn;
  - (d) fraud and/or improper use, or a presumption of such activities, or
  - (e) breakdowns of the equipment or means of communication.
 We will inform you of any such events as soon as possible by telephone, in writing or by e-mail.

#### Article 12. Saving

- 12.1. We offer you the opportunity to have a credit balance on your Card. If an Extra Card has been issued, the credit balance will be allocated to the Main Card. Interest at a rate to be determined by us will be paid on a credit balance of € 500 or more, which interest rate will be specified on the account statement. We are entitled to change the interest rate. You will be informed of such a change by means of the account statement or in any other manner to be determined by us.

### Article 13. Spending limit

- 13.1. The spending limit is determined by us. You must not exceed this limit. The amount, if any, by which the spending limit is exceeded, is due and payable at once. We are entitled to adjust the spending limit.
- 13.2. If a credit balance appears on the Card, the spending limit will be raised by the amount of the credit balance in question for as long as the said credit balance exists.
- 13.3. If an Extra Card has been issued, one spending limit applies to the Main Card and Extra Card jointly. The spending limit may be changed by the holder of a Main Card only. He will do so on behalf of the holder of an Extra Card.

### Article 14. Foreign currency and transaction fees

- 14.1. Payments and cash withdrawals in foreign currencies are converted into Euros on the basis of the Exchange Rate on the date on which the payment or the cash withdrawal is processed by us. Processing depends on the time the payment or cash withdrawal has been communicated to us.
- 14.2. Cash withdrawals will be subject to a charge of 4% on the amount withdrawn, with a minimum of € 4.50.

### Article 15. Account statement

- 15.1. We will make available or provide a monthly account statement to you, stating all new expenses incurred and amounts received in the month in question. 'New expenses incurred' also include amounts you owe to us, such as the Card fee, Exchange Rates, transaction fees, penalties and interest. In addition the account statement will include the outstanding balance owed to us by you in that month. If you make a request for additional information, we may charge a fee for this. We will inform you of such fees in advance.
- 15.2. After a period of 13 months from the date of the account statement the contents of those account statements will be deemed to have been approved by you. We are authorized to rectify any mistakes, or calculation mistakes, after this period.

### Article 16. Disputed amounts

- 16.1. If you disagree with any amount on your account statement, you may dispute this amount. You must inform us of any disputed amounts in writing at the earliest possible moment after you have received the account statement, by means of a notification stating the full reasons for disputing the amounts concerned. A Merchant not having performed its obligations towards you, for example by delivering incorrect or defective goods or services, does not constitute a reason for disputing an amount. Amounts cannot be disputed either as a result of the Card having been stolen or lost. In such cases the provisions of article 6 apply.
- 16.2. If you have stated sufficiently reasoned arguments for disputing an amount, the amount in question will at once be credited to your account, under the reservation that the amount in question will be charged to the Card once again, if it should prove to have been wrongly disputed. No amounts are credited to the Card if, in our view, there is no reasonable chance of the dispute being successful.
- 16.3. The following exceptions to the provisions of articles 16.1 and 16.2 apply with respect to disputing amounts:
  - (a) at the time you agreed to the transaction its exact amount had not yet been specified (Exchange Rate variations not included); and
  - (b) the amount is higher than you might have expected, in view of, for example, your previous spending pattern.When such amounts are disputed, you must have notified us thereof no later than 8 weeks from the date the amount was charged to your account. If the complaint is found to be correct, we will repay the amount in question to you within 10 working days.
- 16.4. If we should require more information or documentation, such a request must have been complied within 10 days at the latest.
- 16.5. Failing to comply with any of your obligations under this article will result in the loss of your right to dispute any amounts.

### Article 17. Liability

- 17.1. We shall not be liable for any damage, regardless of the legal ground on which the claim is based,
  - (a) in relation to products or services paid for by you with the Card;
  - (b) resulting from the Card being blocked, withdrawn or invalidated;
  - (c) resulting from a refusal on our part to carry out a payment order.
- 17.2. If you instruct us to transfer money from the Card to your bank account or vice versa and this transfer is not carried out, or is carried out incorrectly, we shall be liable for an amount not exceeding the amount you instructed us to transfer. We shall not be liable if we can prove that the amount in question was received by your bank. In case of liability on our part, we shall pay the amount of the loss as soon as possible.

### Article 18. Insurance

- 18.1. Forming part of the Card are Purchases Insurance and Luggage Insurance and Flight Delay and Excess Car Hire Insurance and Car Hire Motor Legal Expenses Insurance as defined in articles 18.2 - 18.5. The cover provided under these insurance policies may be found in the policy conditions. On request these conditions will be sent to you free of charge. The main conditions of these insurance agreements are set out below.
- 18.2. Purchases insurance: briefly summarized, insurance cover is provided for a period of no more than 1 year from the date of purchase against loss, theft and damage regarding practically all items of movable property that have been paid for with the Card (either in full or in part). Cover is provided only if you have your permanent residence in the Netherlands. An excess of € 50 per event applies at all times.
- 18.3. Flight Delay and Luggage Insurance: briefly summarized, insurance cover is provided during a period of 60 days regarding practically every scheduled flight paid for with the Card against the following events: flight delay (maximum cover € 140) and luggage delay (maximum cover € 410).
- 18.4. Excess Car Hire Insurance: briefly summarized, the excess in case of damage to a rental car fully insured under the Card is covered to a maximum of € 500.
- 18.5. Car Hire Motor Legal Expenses Insurance: briefly summarized, this insurance offers cover for legal expenses if you should get involved in an accident with your rental car (maximum cover € 10,000 for countries outside Europe).
- 18.6. If the Card is blocked as set out in article 2.3 (a), cover under the insurance policies will cease until the Card is de-blocked.

### Article 19. Delivery and Internet guarantee

- 19.1. Delivery guarantee: if a product paid for with the Card has not been delivered on the agreed delivery date, we will repay the amount to you, provided the following two conditions have been satisfied:
  - (a) you have yourself made an unsuccessful demand for delivery to the Merchant first;
  - (b) your request for repayment must have been received by us no later than 3 months from the agreed delivery date.We will repay the amount within 30 days from receipt of the request, unless the Merchant in the course of that period delivers the product after all or refunds the purchase price. The delivery guarantee will in any case lapse 1 year after the date of the transaction.
- 19.2. Internet guarantee: if internet payments have been made with the Card that have not been authorized by you or if incorrect amounts are charged, the amount in question will be repaid by us, provided the Card was in your possession at the time the payment was made and the payment has been disputed by you in accordance with article 16.

### Article 20. Other conditions

- 20.1. The Card will remain our property. We are authorized to assign the Agreement to a third party. You hereby accept that condition, provided the statutory framework conditions have been met.
- 20.2. We are authorized to amend, extend or terminate the payment options of the Card. We are authorized to subject payments to approval before they are accepted by Merchants.
- 20.3. We may set off any amounts payable by us to you against any amounts that you owe to us.
- 20.4. Our records will serve as full proof to you. You are entitled to provide proof to the contrary.
- 20.5. All our communications with regard to the use of the Card and the Agreement, or its execution, will be in Dutch and will, at our discretion, be made in writing, by e-mail or by text message, by telephone or through our special Internet sites.
- 20.6. On request you will be sent a copy of the Agreement.
- 20.7. We have an internal complaints procedure. Any complaints may be submitted in writing. If you should feel that the complaint was not dealt with to your satisfaction, you may file your complaint with the Financial Services Complaints Board (Klachteninstituut Financiële Dienstverlening, kifid) at [www.kifid.nl](http://www.kifid.nl), after we have informed you of our final position on the complaint.
- 20.8. The Agreement is governed by Dutch law.

## SECTION 2. CARD WITHOUT SPREAD PAYMENTS FACILITY

### Article 21. Transferring money from the Card to your bank account

- 21.1. Notwithstanding the provisions of article 11.5 it is not possible to transfer money from the Card to your bank account, unless it concerns a transfer from a credit balance.

### Article 22. Repayments and the consequences of non-payment, late payment or incomplete payment

- 22.1. The account statement specifies the outstanding balance of the Card which you have to repay to us. The outstanding balance of any account statement must be repaid to us by you in full within 21 days from the date mentioned on the account statement. Each time you fail to comply with this obligation, you will owe us a penalty of 1.17% of the outstanding balance, plus an amount of € 5 in administrative fees. The penalty and the administrative fee will be charged to you at the next account statement and form part of the outstanding balance.
- 22.2. If within 21 days from the date of the next account statement the outstanding balance as referred to in article 22.1 still has not been settled in full, the Card will be blocked.
- 22.3. If, once the Card has been blocked, you settle the full outstanding balance (including penalties and administrative fees), we may at your request de-block the Card. Once the Card has been de-blocked, it may be used as before.
- 22.4. The penalties referred to in this article are due and payable with immediate effect, regardless of the reason and regardless as to whether you are to blame for the failure to make full and timely payment. No prior warnings are sent by us. In addition to the penalty you are obliged to settle the full outstanding balance.
- 22.5. Once the Card has been blocked, you will owe default interest on the outstanding balance, until full payment has been made by you. The default interest is equal to the statutory interest for non-commercial transactions (this interest may be found at [www.wetten.overheid.nl](http://www.wetten.overheid.nl), 'Besluit wettelijke rente') plus the maximum number of percentage points as contained in the Besluit kredietvergoeding (Lending Rate Decree) (article 4), which may be found at [www.wetten.overheid.nl](http://www.wetten.overheid.nl).
- 22.6. We are obliged to report all unauthorized payment arrears to the BKR.

### Article 23. Immediate payment

- 23.1. If the Agreement is terminated or the Card is blocked, the outstanding balance is due and payable with immediate effect.

## SECTION 3. CARD WITH SPREAD PAYMENTS FACILITY

### Article 24. Spread Payments Facility

- 24.1. The Spread Payments Facility is a continuous credit. Once your application for a Card has been received and authorized by us, you will receive confirmation of the agreed interest rate, the APR (Annual Percentage Rate) and the total credit amount to be paid by you. The percentages in question and the amount are applicable the moment the Agreement becomes effective.
- 24.2. The APR represents the aggregate costs of the credit, expressed in an annual percentage of the total credit amount. The APR and the aggregate costs have been determined on the basis of the following assumptions: (i) you will withdraw the full amount of the spending limit in the form of a lump sum, (ii) each month you will pay the minimum amount only as referred to in article 25.1, (iii) you will pay the Card fee (iv) and you will not use the Card for any further transactions.

### Article 25. Repayment, interest and cancellation of debts

- 25.1. The account statement specifies the outstanding balance of the Card that is payable to us. You may repay this outstanding balance in monthly instalments, on which amounts interest is charged. Your minimum monthly payment must be 2.5% of the outstanding balance, with a minimum of € 20.
- 25.2. Interest is charged as follows:
  - (a) interest is charged on each amount charged to the Card. The following are charged to the Card: payments, cash withdrawals made with the Card, money transfers and costs payable to us, such as the Card fee, the Exchange Rate, transaction fees and interest. Interest is charged on the payments and cash withdrawals with the Card from the date these were made, whereas interest on the transfers and costs is charged from the date of their entry;
  - (b) the interest is calculated on a daily basis (as a result of which the amount of the interest payable may vary from month to month, depending on the number of days in a month) and is equal to the statutory interest for non-commercial transactions (which may be found at [www.wetten.overheid.nl](http://www.wetten.overheid.nl), 'Besluit wettelijke rente' (Statutory Interest Decree)) plus the maximum number of percentage points as contained in the Besluit kredietvergoeding (Lending Rate Decree) (article 4), which may also be found at [www.wetten.overheid.nl](http://www.wetten.overheid.nl). The interest rate is mentioned on the account statement (when interest is charged). We are authorized to charge a lower interest rate;
  - (c) the interest is charged each month; it is mentioned on the account statement as a separate item and forms part of the outstanding balance.
- 25.3. If you pay the full outstanding balance within 21 days from the date mentioned on the account statement, no interest will be charged by us on the outstanding balance. The interest will in that case be waived. If you do not pay the outstanding balance in full, we will charge interest on the full outstanding balance, including, therefore, on the part that was paid by you within 21 days. As long as you fail to pay the outstanding balance in full, we will charge interest on all subsequent payments and cash withdrawals. This interest cannot be waived. You will once again be eligible for a waiver as soon as the outstanding balance appearing on a subsequent account statement is paid in full within 21 days.
- 25.4. Interest is always charged for money transfers from the Card to your bank account, which interest is never subject to a waiver, unless the transfer is made from a credit balance.
- 25.5. Any payments received will go towards the principal only after the interest payments and costs have been paid from them.
- 25.6. We are authorized to adjust the interest rate with immediate effect. You will be notified of this change by means of the account statement or in any such other manner as will be determined by us.
- 25.7. In the event of non-payment or late payment of the minimum amount due we will send you a written notice, demanding that you pay the amount due within 7 days. Default interest will be payable on any outstanding amount after this 7-day period equal to the interest mentioned in article 25.2.

### Article 26. BKR involvement and the consequences of late payment

- 26.1. We will notify BKR of this Agreement. BKR will process this information in the Central Credit Registration System (Centraal Krediet Informatiesysteem) for the purpose of preventing and limiting credit and payment risks for the affiliated institutions and overcrediting of Card users.
- 26.2. In the event of unauthorized payment arrears we are obliged to report this to BKR. Such a report may have adverse consequences for you in your attempts to obtain a mortgage or other credit facilities.

### Article 27. Immediate payment

- 27.1. The outstanding balance is due and payable with immediate effect if:
  - (a) for a period of at least 2 months you have failed to pay the minimum amount due and continue to do so even after a demand for payment has been made;
  - (b) we find that, on entering into the Agreement, you have deliberately provided us with incorrect information of such a nature as would have caused us not to enter into the Agreement, or not on the same conditions, if we had been aware of the true state of affairs;
  - (c) you have left the Netherlands or intend to do so to settle elsewhere;
  - (d) you have died and we have sound reasons for assuming that your obligations under this Agreement will not be performed by your heirs, or
  - (e) you have been declared bankrupt or the statutory debt restructuring scheme for natural persons has been declared applicable to you.

### Article 28. Cancellation and end of the Agreement

- 28.1. No use may be made of the Card any longer once it has been cancelled. In all other cases the Agreement remains in force until the moment the total amount owed to us has been paid by you, after which the Agreement will end.