

# France Country Conditions

HSBC Continental Europe (HBCE) is a public limited company (a société anonyme) with registered office at 38 avenue Kleber 75116 Paris, registered with the Paris Trade and Companies Register under number 775 670 284.

HBCE is authorised as credit institution and investment services provider by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), regulated by the Autorité des Marchés Financiers and the ACPR, controlled by the European Central Bank as part of the Single Supervisory Mechanism.

HBCE is registered with ADEME under unique identification number n° FR013859\_03ZKNP (Papers REP).

The terms amend and/or supplement the Relationship Documents and apply to the provision of Services in France ("**France Country Conditions**").

## 1 Interpretation

**Business Day** means any day other than a Saturday, Sunday or a public holiday in France, when the Bank is open for business.

## 2 Amendments

**2.1** The Clause "**Fees and charges**" of the Master Services Agreement is supplemented with the following:

The Customer acknowledges that it has been received of and agreed the Bank's standard fees and charges for corporate customers and/or such other fees and charges as have been agreed by the Customer and the Bank.

**2.2** Paragraph 1 of the Clause "**Amendments and Assignment**" of the Master Services Agreement is deleted and replaced with the following:

The Bank shall notify the Customer of any change of the Relationship Documents, on paper or on another durable medium, two months before the proposed date of application, at the latest. The Customer shall be deemed to have accepted the change if the Customer does not notify the Bank, before the proposed date of application of the changes. Where the Customer does not agree to the proposed changes, the Customer may terminate the Relationship Documents and end the Customer's banking relationship without charge.

**2.3** Paragraph 3 of the Clause "**Amendments and Assignment**" of the Master Services Agreement is deleted and replaced with the following:

Neither Party may assign its rights or transfer its obligations under these Relationship Documents without the written consent of the other, such consent not to be unreasonably withheld or delayed.

Notwithstanding the foregoing, the Customer hereby consents that the Bank may assign the Bank's rights and/or transfer the Bank's obligations to:

- (a) any member of the Group; or
- (b) to the Bank's successor following a merger, consolidation or disposal of all or substantially all of the Bank's shares, capital, assets or the business to which the Relationship Documents relate,

provided that such assignment does not adversely affect the provision of the Services to the Customer.

In case of such assignment by the Bank the Customer hereby releases the Bank of all its future obligations arising under these Relationship Documents, with effect from the date of any such assignment.

**2.4** Paragraph 2 of the Clause "**Governing Law and Jurisdiction**" of the Master Services Agreement is deleted and replaced with the following:

The Parties submit to the exclusive jurisdiction of the Tribunal de Commerce de Paris.

**2.5** Each Party acknowledges and agrees that (1) its use of an electronic consent or electronic signature process, made available by the Bank as the case may be in connection with the banks services or products, provides a degree of reliability sufficient to identify each signatory and to guarantee its relationship with the act to which it is attached and is established and maintained in such a way as it is deemed to meet the requirements of durability and integrity in accordance with Articles 1366 and 1367 of the French Civil Code, (2) the electronic copy provided and all the information related to it allows to satisfy the requirements of durability and integrity within the meaning of Article 1379 of the French Civil Code, (3) the timestamp and electronic signature, are enforceable against it and will be legally binding between the Parties, and (4) the electronic signature or consent and any electronic copy made accordingly will be valid and enforceable against it and against the other Party (ies). Each Party hereby irrevocably and unconditionally waives any right such party may have to initiate any claim and/or legal action, directly or indirectly arising out of or relating to the reliability of said electronic signature or consent process. This Section constitutes an agreement between the Parties on evidence in accordance Article 1368 of the French Civil Code.

## 3 Single Account

Any Accounts opened by the Customer with the Bank (irrespective of the currency and the branch or office at which such Account is opened or held) shall constitute accounting sub-divisions of a single indivisible account. However, different rates of interest may be applied within the main account. The Bank may at any time transfer between these Accounts all or any part of their respective balances and may make any such currency conversions as may be necessary for this purpose.

## 4 Payment Services

**4.1** Clause 4 amends and/or supplements each relevant Relationship Document when the provisions of the French Monetary and Financial Code implementing the European Directive 2015/2366 of 25 November 2015 on payment services (as amended, re-stated, re-enacted or repealed from time to time) (the "**Regulations**") apply to the Services being provided under such Relationship Document.

**4.2** Customer acknowledges and consents that, in accordance with Articles L. 133-2 and L. 314-5 of the French Monetary and Financial Code, and with all other applicable provisions of Law, the Relationship Documents deviate from all the legal and regulatory provisions governing payment services, as provided for in Book I, Title III, Chapter III and Book III, Title I, Chapter IV of the French Monetary and Financial Code, which allow for alternative arrangements to be made.

The existence of any contractual provisions that do not deviate from regulations governing payment services, agreed on a case-by-case basis, may not be interpreted as the Bank's decision to waive the applicability of such alternative arrangements.

- 4.3** The Bank's Payment Services Guide <https://www.business.hsbc.com/-/media/media/global/pdf/psd-information-and-guide.pdf> sets out details of the information which the Customer needs to provide and how long a payment will take to reach the payee's bank.
- 4.4** The Customer shall provide the Bank with the complete Instruction by the deadline specified in any reference material provided to the Customer or made available by the Bank.
- 4.5** The Bank shall make a payment on the Customer's behalf to the relevant payee's payment service provider within one Business Day following the receipt of the Customer's complete Instruction if this Instruction concerns a payment transaction:
- carried out in euros when both payment service providers are located within the EEA, or
  - involving only one currency conversion between the euro and the currency of a state party to the EEA outside of the euro area, provided that the required currency conversion is carried out in the state outside the euro area concerned and that the payment transaction takes place in euros.
- This period will be extended by a further Business Day for paper based Instruction.
- 4.6** The Bank and the Customer agree that the Bank will execute any payment transaction which is not included in Clause 4.5 above, within a maximum of four Business Days.
- This rule does not however apply to payment transactions carried out in a currency that is not the currency of an EEA state subject to both payment services providers are located within the EEA.
- 4.7** The Bank will ensure that the amount of the payment transaction benefiting to the Customer is at the Customer's disposal immediately after the amount is credited on the Bank's account where there is no currency conversion or a currency conversion between the euro and an EEA state currency or between two EEA states currency.
- 4.8** If the Customer's Instruction is received after the cut-off time specified in any reference material provided or made available to the Customer or on a non-Business Day, the Bank shall assume the Customer's Instruction has been received on the Business Day following the receipt of the Customer's Instruction.
- 4.9** The Bank can stop the use of a payment instrument on reasonable grounds relating to:
- the security of the payment instrument;
  - suspected unauthorised or fraudulent use of the payment instrument; or
  - a materially increased risk that the Customer will default on payment.
- 4.10** If the Customer receives a payment, the Bank may deduct the Bank's charges from such payment before crediting the Customer's Account. The Bank will provide details of the original sum and deducted charges in the Customer's statement.
- 4.11** In order to enable a legal and accurate payment transaction by the Customer to a payee from the Customer's Account, the Customer shall provide the Bank with the payee's name and address, the payee's payment service provider sort code and account number or, where applicable, the bank identification code (BIC) or other relevant identification of the payee's payment service provider and the payee's international bank account number (IBAN) or other relevant account number, and/or such information (if any) as the Bank may advise the Customer.
- 4.12** The Customer may not revoke Instructions after they have been received by the Bank except in the circumstances described in Clause 4.14 or Clause 4.15 below.
- 4.13** Where the payment transaction is initiated by the payee or through the payee by the Customer acting as payer, the Customer may not revoke Instructions after they have been sent to the payee, nor after the Customer's consent to the execution of the Instruction has been given to the payee.
- Where the payment transaction is initiated by a payment initiation service provider, the Customer may not revoke Instructions after they have been given to the payment initiation service provider.
- However, in the case of a direct debit (including any SEPA Direct Debit as defined below), the Customer, acting as payer, may revoke Instructions by, at the latest, the end of the Business Day preceding to the agreed day for the debit payment (including any SEPA Direct Debit). When the payee is subject to an administration or compulsory liquidation proceedings the Customer may also revoke Instructions given by means of a payment card issued by the Bank subject for the payment operation not to have been credited on the account of payee's payment service provider.
- 4.14** If it has been agreed between the Bank and the Customer that the execution of Instructions will begin on a specific day, at the end of a certain period or on the day on which the Customer has set funds at the Bank's disposal, the Customer may revoke the Instructions by, at the latest, the end of the Business Day preceding the agreed day.
- 4.15** The Bank may charge revocation charges to the Customer.
- 4.16** In case of unauthorised or incorrectly executed payment transaction, the Customer may notify the Bank within 8 weeks after the debit of the Customer's Account of such transaction to obtain refund or rectification from the Bank.
- 4.17** In case of authorised transaction initiated by or through the payee, the Customer is entitled to send the Bank a request for refund within 8 weeks after the debit of the Customer's Account in the event that the authorisation did not specify the exact amount of the payment transaction when the authorisation was made and that the amount of the payment transaction exceeded the amount that the Customer could reasonably have expected taking into account the Customer's previous spending pattern.
- 4.18** The Customer shall provide the Bank with any factual element such as the information related to the circumstances in which the payment authorisation was made as well as the reasons why the Customer was not able to anticipate the amount of the transaction debited from the Customer's Account. The Customer shall not rely on currency exchange reasons if a reference exchange rate agreed with the Bank has been applied.

**4.19** The Bank shall refund the full amount of the transaction or justify the Bank's refusal within 10 Business Days following the receipt of the request for refund.

**4.20** The Customer has an unconditional right to a refund within the time limits laid down above for SEPA Direct Debit.

**4.21** The Bank draws the Customer's attention to the fact that:

(a) rejects may occur (meaning refusal to execute prior to the Interbank Settlement), primarily for the following reasons: insufficient funds being available for the requested transfer or any applicable fees, incorrect IBAN of the payee;

(b) returns may occur (that is to say non-execution after Interbank Settlement), for reasons such as incorrect account number or the closure of the account.

In case of reject or return, the execution of the Credit Transfer will not be possible as is, and the Bank will notify the Customer of the reject or return as well as (if possible) the reason for it, in the form and complying with the relevant time limits of the appropriate bank communication channel. If, following a reject or return, the Customer wishes to reissue a corrected Credit Transfer Order, such order will be treated as a new Credit Transfer Order to which a new execution time will apply.

**4.22** The Bank shall not be held liable for the non-execution or the defective execution of a payment transaction if the Customer's Instruction is incorrect. The Bank will endeavour to recover the funds that were the object of the payment transaction and may charge the Customer with all recovery costs. If the Bank is unable to recover the corresponding funds, the Bank will provide to the Customer, upon request, all information available to the Bank and relevant to the Customer in order for the Customer to file a legal claim to recover the funds.

**4.23** The Bank's liability for defective execution of Instructions and any subsequent obligation of restitution of the amount of the transaction will only apply to the part of the transaction that the Bank carries out.

**4.24** The Bank shall remain fully liable to the Customer for the acts of any agent carrying out payment service activities on the Bank's behalf in accordance with Article L. 523-3 of the French Monetary and Financial Code but not for any other acts of the agent.

**4.25** In this clause "**TPP**" means a payment initiation service provider or account information service provider which is authorised by or registered with the "Autorité de contrôle prudentiel et de résolution" or another EEA regulator or otherwise permitted by law to access information on accounts and/or give the Bank the Customer's instructions to make payments from those accounts which are accessible online.

(a) Notwithstanding anything else to the contrary in the Relationship Documents, the Customer may instruct a TPP provided that, before entering into an agreement with a TPP, the Customer has checked it is authorised. If the Customer instructs an unauthorised third party, the Customer will be responsible for any loss suffered as a result.

(b) Any Instructions from a TPP shall be deemed to be valid instructions from the Customer and shall be treated in

the same way as an Instruction given by an Authorised Person.

(c) The Bank may deny a TPP access to an account for justified and evidenced reasons relating to unauthorised use or fraudulent activity by that TPP. The Bank will inform the Customer is not reasonably practicable in whichever manner the Bank considers most appropriate. The Bank will not inform the Customer, where doing so would compromise the Bank's reasonable security measures or otherwise be unlawful.

**4.26** In the event the Customer wishes to make a complaint about any payment services covered by the Regulations, the Customer should direct its complaint to its relationship manager. The Bank undertakes to acknowledge receipt of the complaint within 48 hours. The Bank will reply to any such complaint on paper or any other durable medium within 15 Business Days following receipt of the complaint. In exceptional cases, if a response cannot be given within 15 Business Days for reasons outside the Bank's control, the Bank will issue a pending response clearly explaining the reason for the additional period needed to address the complaint and indicating the deadline by which the Customer will receive a final response. In any event, the Customer will receive a final response no later than 35 Business Days after the Bank receives the complaint.

**4.27** There is no alternative dispute resolution procedure concerning the payment services in HSBC Continental Europe for non-consumer clients.

## 5 Single Euro Payments Area

**5.1** In the present section, the following terms and expressions shall bear the meaning given to them below unless the context requires otherwise:

- **EPC Rulebook** means in connection with:
  - SEPA Credit Transfers or SEPA Credit Transfers Orders, the European Payments Council's SEPA Credit Transfer Rulebook which sets out the rules and functional standards for SEPA Credit Transfers;
  - SEPA Direct Debits, the European Payment Council's SEPA Core Direct Debit Scheme Rulebook which sets out the rules and business standards for SEPA Direct Debits;

in any case, as amended from time to time, available in English at the following address:  
[www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu).
- **Interbank Settlement** means the transfer of funds between the bank of the payer and the bank of the payee in relation to a payment transaction.
- **Interbank Settlement Date** means the date on which the Interbank Settlement occurs under a SEPA Credit Transfer Order, or a SEPA Direct Debit, as defined by the EPC Rulebook.
- **Payee's Bank** means the payment service provider (within the meaning of the French Monetary and Financial Code) which holds the account of the payee of a SEPA Credit Transfer.
- **SEPA Area** means the Single Euro Payments Area, the geographic area within which the Customer can, depending on the circumstances, initiate SEPA Credit Transfer Orders or receive SEPA Credit Transfers or execute SEPA Direct Debits.

- **SEPA Direct Debit** means a direct debit in euros between two payment accounts opened within the SEPA Area and which is initiated in a ISO 20022 message and makes use of BIC and IBAN to identify accounts and payment service providers.
- **SEPA Credit Transfer ("SCT")** means a transfer in euros between two payment accounts opened within the SEPA Area. SEPA Credit Transfers are based on messages compliant with international standards (ISO 20022) and use the IBAN and BIC to identify account numbers and payment service providers.
- **SEPA Credit Transfer Order** means the Instruction given by the Customer to the Bank to issue a SEPA Credit Transfer in favour of a payee.

**5.2** The Customer may request the Bank to transfer an available amount to another account. As a counterpart to this transfer, an entry for the same amount is debited to the Customer's Account the same Business Day.

**5.3** The Customer may issue or receive a SEPA Credit Transfer in respect of any of the Customer's Accounts denominated in euro.

**5.4** To issue a SEPA Credit Transfer Order, the Customer may use the bank communication channel agreed with the Bank, according to the applicable terms of use.

**5.5** Whatever the channel, the Bank may not be able to process a SEPA Credit Transfer Order unless the Customer provides the following information: the IBAN of the Account to be debited, the amount of the SEPA Credit Transfer, the IBAN of the payee's account, the payee's name (if available), any remittance Instruction (140 characters at maximum).

It is the Customer's responsibility to obtain from the payee the IBAN codes required to issue SEPA Credit Transfer Orders, or to provide the Customer's payers with the Customer's own codes in order to receive a SEPA Credit Transfer.

**5.6** The Customer is solely responsible for the accuracy of the information provided to enable the execution of a SEPA Credit Transfer Order. The Bank is not required to correct or supplement the information provided.

**5.7** Any SEPA Credit Transfer Order is executed by the Bank on the basis of an IBAN, regardless of any additional information provided for the purposes of execution of order.

**5.8** Information on the payment operation governed by the SEPA schemes (SCT, SCT Inst, SDD Core and SDD B2B), the Customer's rights under such schemes and the contractual relationship governing the aforementioned products is available from: <https://www.gbm.hsbc.com/en-gb/solutions/sepa>.

The contractual relationship governing the SEPA Direct Debit (Creditor) product is also supplemented by the SEPA Direct Debit Core Scheme Rulebook and the SEPA Direct Debit B2B Scheme Rulebook.

**5.9** For all Recall requests received as a consequence of duplicated sending, erroneous sending due to technical problems and fraudulently originated SEPA credit transfer, the Customer authorises the Bank to automatically debit its account(s), if the position on its account(s) permits to do so.

## 6 The General Data Protection Regulation Conditions

**6.1** The following capitalised terms shall have the following meanings when used in this clause 6.

**Customer Personal Data** means Personal Data shared or to be shared by the Customer with the Bank pursuant to the Relationship Documents.

**Data Protection Legislation** has the meaning set out in the Definitions Clause of the Master Services Agreement and references to "controller", "Data Subjects", "Personal Data", "Personal Data Breach", "process", "processing" and "processor" have the meanings set out in and will be interpreted in accordance with the Data Protection Legislation.

**6.2** The provisions governing the data protection are available from the following website: <https://www.business.hsbc.com/-/media/media/global/pdf/gdpr-information-and-guide.pdf>.

**6.3** Where the Bank is acting as data controller, all Personal Data is collected, processed and stored in accordance with HSBC Privacy Notice available for consultation at the following address <https://www.hsbc.fr/protection-des-donnees> and available upon request in any HSBC branch or from your usual contact.

**6.4** In addition to Clause 3.1 of the Confidentiality and Regulatory Annex, the Customer warrants and represents that the Bank is entitled to process Customer Personal Data in accordance with the Relationship Documents, that the Customer Personal Data has been and shall be used in accordance with Data Subject rights, including the right to be informed, and that the Bank's processing of Customer Personal Data will not cause the Bank to breach any Data Protection Legislation, and that the Customer Personal Data is accurate and up-to-date.

**6.5** The Bank shall be entitled to transfer, or otherwise permit access to, the Customer Personal Data outside the EEA provided that the transfer satisfies the requirements of Data Protection Legislation and is subject to appropriate safeguards.

## 7 The Deposit Guarantee Scheme (the "Fonds de Garantie des Dépôts et de Résolution")

In respect of Accounts (as eligible) opened with the Bank, for the purposes of the "Fonds de Garantie des Dépôts et de Résolution" (the FGDR), by signing the SAF (Service Amendment Form) or the RAF (Relationship Acceptance Form) the Customer acknowledges having received the FGDR general information factsheet.

## Corporate Cards Country Conditions

The following are specific terms which amend and/or supplement the Corporate Cards Services Schedule in respect of Services provided by the Bank to the Customer in France only ("France Corporate Cards Country Conditions").

The Customer acknowledges and consents that, in case of card-based payment order or cash withdrawal in an EEA currency, the Bank does not provide an electronic message with the percentage mark-up over the most recent Euro foreign exchange rate issued by the European Central Bank as laid down in paragraphs 5 and 6 of Article 4 of the Regulation (EU) 2021/1230 of 14 July 2021 on cross-border payments in the Union, which allow for alternative arrangements to be made.



## 1 Accounting and billing

1.1 By way of derogation from Clause 3.2 of the Corporate Cards Services Schedule, the Bank will notify the Customer of the reduction of the Customer Limit by written notice and at least sixty (60) days before the implementation of such reduction. The Bank is not subject to such obligation where the Customer's behaviour is grossly reprehensible or where the situation of the Customer is irretrievably compromised. The delay within which the Customer is required to reimburse the Bank of any outstanding balance resulting from the reduction of the Customer Limit and/or Card Limit will be indicated in the written notice and, in any case, cannot start before the expiration of the sixty (60) days period. Upon the Customer's written request, the Bank will notify the Customer of the reasons for such reduction.

1.2 By way of derogation from Clause 3.4 of the Corporate Cards Services Schedule, authorisation is subject to such transactions having been authorised or legitimately considered by the Bank as having been authorised by the Cardholder or Customer.

1.3 Clause 3.5 of the Corporate Cards Services Schedule is supplemented with the following:

When the Bank declines a transaction or refuses to authorise the use of a Card, the refusal and, if possible, the reasons for it and the procedure for correcting any factual mistakes that led to the refusal, will be notified to the Customer and/or the Cardholder by the Bank, unless prohibited by other relevant European Union or national law. The Bank may charge fees for such refusal if the refusal is objectively justified.

1.4 Clause 3.6 of the Corporate Cards Services Schedule is supplemented with the following:

The Customer or the Cardholder may oppose a payment made by use of the Card or transacted on a card if the beneficiary of the payment is going into receivership or liquidation as long as such payment has not yet been credited on the account of the payment service provider of such beneficiary.

## 2 Payment

Clause 4 of the Corporate Cards Services Schedule is supplemented with the following:

Where the Customer has selected the Corporate Card individual bill corporate pay product on the Application Form, the following clauses shall apply:

- (a) The Customer agrees that it (and not the Cardholder) will pay each individual Cardholder statement balance in full by the agreed Payment Date as shown on the Statement. The Customer agrees that it will do this by making a separate payment(s) per Statement directly to the Bank or as otherwise agreed between the Customer and the Bank.
- (b) The Customer agrees that it will not instruct or permit its Cardholders to make any payments whatsoever to the Bank.

## 3 Liability for transactions

3.1 Clause 5.2 of the Corporate Cards Services Schedule is supplemented with the following:

Any payment transactions not authorised by the Customer or a Cardholder using a Card must be reported to the Bank (in accordance with any Conditions of Use) without undue delay

and no later than 8 weeks following the debit date. If notice is received by the Bank after this time period, the Bank shall not be responsible for any loss resulting from the delay by the Customer in providing such notice.

In case of unauthorised transactions notified by the Customer within the abovementioned time period, the Bank will credit the corresponding amount to the relevant Card, including (without limitation) any related interest or charges, immediately, and in any event no later than by the end of the following Business Day, after being notified of the unauthorised transaction, except where:

- (a) the Bank has reasonable grounds for suspecting fraud and communicates those grounds to the Banque de France in writing; or
- (b) the unauthorised payment results from the use of a lost or stolen Card made before the Customer or the Cardholder reports to the Bank that this card has been lost or stolen.

The Bank may require the Customer to cooperate with it and relevant authorities in the Bank's efforts to recover any Card or funds.

## 4 Termination

4.1 Clause 7 of the Corporate Cards Services Schedule is supplemented with the following:

The Customer may terminate the Corporate Cards Services with immediate effect by written notice to the Bank at any time.

The Bank may terminate the Corporate Cards Services by giving 60 days prior written notice to the Customer. Any liability owing to the Bank thereunder will become due and payable upon expiration of the 60 days period. Where the Customer behaviour is grossly reprehensible or where the situation of the Customer is irretrievably compromised, the Bank may terminate the Corporate Cards Services with immediate effect by written notice to the Customer at any time.

Interest on any sums demanded under the Corporate Cards Services shall accrue from the date of demand until the date of payment at the interest rate stated in the Pricing Letter or on such basis as agreed between the Bank and the Customer in writing from time to time, both before and after any judgment, which will be calculated on the daily outstanding balance and compounded monthly until full payment is received.

## 5 Governing Law

Clause 9 of the Corporate Cards Services Schedule is supplemented with the following:

The Corporate Cards Services are governed by the laws of France and the parties submit to the exclusive jurisdiction of the Tribunal de Commerce de Paris. The Customer expressly acknowledges and authorises the Bank to communicate or send any document, including contractual documentation or Statement, in English. As a general principle, communications from the Bank, either orally, electronically, in writing or by any other means will be made in English.

## 6 Disputed transactions

6.1 The Customer shall notify the Bank in writing of any transactions which the Customer disputes within 30 days of the date of the Statement showing the transaction. The Bank will take such steps as are available under the relevant

payment system to resolve the dispute. If taking such steps does not resolve the dispute it will be a matter between the Customer and the retailer, supplier or bank. This Clause will continue to apply after any termination of the Corporate Cards Services, however caused.

- 6.2 The Bank will cancel any payment that has been credited to the Card if the Bank suspects that such payment operation was the result of a fraud or has been made by mistake or as a result of an error. In such a situation, the Bank may consider that the challenged payment operation has not been credited into the Card until the dispute is settled. If the dispute is settled in favour of the payer, the Bank will cancel the payment operation.

## 7 Liability Waiver

- 7.1 Upon the Customer's written request, the Bank may waive the Customer's liability for transactions under the Relationship Documents (except for the circumstances in Clauses 7.4, 7.5 and 7.6 below) provided that:
- (a) such transaction(s) was authorised by a Cardholder and incurred after the Customer notified the Bank that the Cardholder was no longer employed by the Customer, or where the Cardholder acted dishonestly or fraudulently and the Customer did not instruct nor give permission to the Cardholder to authorise the transaction (s);
  - (b) the Customer did not benefit from such transaction(s);
  - (c) the Customer has paid the Bank for, or is being asked for payment of such transaction(s) but has not been reimbursed by the Cardholder or any other person; and
  - (d) the Customer's request was submitted to the Bank within 60 days following the date such transaction(s) was included on any Statement made available to the Customer. The Customer's request must indicate that a request is being made to waive amount(s) due or paid for the transaction(s), provide sufficient detail to enable the Bank to identify the Card, Cardholder and transaction(s); and
  - (e) include explanation of the circumstances under which the request is made. The Bank may require the Customer to provide further information before a waiver is granted. Where necessary, information may be passed to the police or other relevant authority.
- 7.2 Application for a waiver shall not affect the Customer's duty to make payments due under the Relationship Documents.
- 7.3 A transaction(s) waived will be treated for interest and charging purposes as if it had never been processed by the Bank.
- 7.4 A waiver won't be granted if it would cause the total value of all waivers under this Clause in any 12 months period to exceed €18,000 for the relevant Cardholder or €1,200,000 for the Customer with the further restriction that any waiver of cash advance transactions will not exceed €250 per Cardholder per day and €850 per Cardholder in any 12 months period. Where the billing currency is not in Euro, such amounts shall be read as equivalent in the billing currency.
- 7.5 A waiver won't be granted, or if granted will be reversed, where it becomes apparent to the Bank that the Customer instructed, approved, authorised or in any way colluded in the authorisation of the transaction(s).

- 7.6 Waivers will not apply to transaction(s) where only a single Cardholder is employed by the Customer at the date the transaction(s) was undertaken.