

**EWMCARD™  
GENERAL TERMS AND CONDITIONS**

EWMCard™ is an electronic money product and service commercialised and operated by Catella Bank S.A.. By purchasing, loading or using the EWMCard™, the Cardholder constitutes his/her agreement to the current General Terms and Conditions and eventual disclosures and to any additional terms that may apply to the EWMCard™. The Cardholder may request a physical copy of this document, as amended, at any time by simple request to the Bank. Catella Bank will communicate with the Cardholder in English and / or French, unless otherwise agreed.

**1. DEFINITIONS**

**"Agreement"** - refers to this document, the EWMCard General Terms and Conditions, as amended.  
**"ATM"** - Automated Teller Machine from which cash may be withdrawn by use of the Card.  
**"Bank"** or **"Catella Bank"** - means Catella Bank S.A., the issuer of the Card whose registered office is at Parc d'Activités de Capellen 38, rue Pafebruch, L-8308 Capellen, Grand Duchy of Luxembourg (www.catella.lu), registered with the Luxembourg Register of Commerce and Companies under number B 29.962, regulated by the Commission de Surveillance du Secteur Financier ("CSSF").  
**"Card"** - the EWMCard™ issued to a Cardholder.  
**"Card Account"** means the account opened with Catella Bank in the name of the Cardholder in an available currency in which payments made by means of the Card, are debited and payments made in favour of the Cardholder are credited.  
**"Cardholder"** - a natural person who has registered a Card.  
**"Card Fund"** - the amount of money deposited to the Card by the Cardholder with the Bank, less all withdrawals and disposals made by the Cardholder, and all conversion Fees, commission, expenses and charges payable on such withdrawals and disposals.  
**"Card Load Fees"** - refers to the fees charged by Catella Bank for accepting and crediting transfer of funds onto a Cardholders' Card.  
**"Credentials"** - any, several or all of the following information: the PIN, the password the CVV2 Code, the CVC2 Code, the Card's expiry date or the 16-digit number referred to in section 3.4.  
**"CVV2 Code (Visa) or CVC2 Code (MasterCard)"** - a 3-digit card verification value code that represents a digital signature which is required for every online transaction.  
**"Due Diligence"** - the procedure whereby the Cardholder communicates to the Bank a duly completed and signed application form (provided by the Bank) and a certified copy of a valid governmental issued ID and/or passport of the Cardholder (the copy must be certified by an authorised body in the country of residence of the Cardholder, e.g. notary, police official or local administration).  
**"Fee"** - any fee due by the Cardholder to the Bank under the current General Terms and Conditions, as amended.  
**"Financial Intermediaries"** - refers to partners of the Bank who are regulated banks, asset managers or equivalent regulated entities who offer the Cards to clients, who subsequently become Cardholders.  
**"Member State"** - any country which is a member of the European Union ("EU").  
**"Notification"** - the notification procedure detailed in section 10.4 (i).  
**"Password"** - a secret word created by the Cardholder to access his/her Card.  
**"Payment Transaction"** means the transfer, initiated by the Cardholder through a payee by means of a Card, of an amount to the payee or the withdrawal of an amount by means of a Card at an ATM or at the counter of an affiliated bank.  
**"PIN"** - the personal identification number issued by the Bank.  
**"POS"** or **"Point of Sale"** - a business or place where a product or a service can be purchased by means of a Visa / MasterCard Card.  
**"Reference Exchange Rate"** - refers to the VISA or MasterCard currency conversion exchange rates which are automatically utilised by the Bank when the Cardholder makes a Transaction in another currency than his Card Account.  
**"Reuters Middle Reference Exchange Rate"** refers to the industry used Reuters currency exchange rate which is used by Catella Bank, where applicable, to convert Payment Transactions from Settlement Currency to the currency of the Cardholder's Card Account before it is posted.  
**"Reference Exchange Rates"** refers to the Reference Exchange Rate and the Reuters Middle Reference Exchange Rate collectively.  
**"Settlement Currency"** refers to the currency that the Payment Transaction is converted into by use of the Reference Exchange Rate.  
**"Transaction Currency"** refers to the currency of the Payment Transaction.  
**"Visa or MasterCard"** - the card brand and refers to the international licensor of the Card.  
**"Visa Electron"** - Visa acceptance mark for electronic use Cards.  
**"Website"** - the Internet website available at the address www.ewm-card.com or any other address communicated by the Bank from time to time

**2. CARDHOLDER'S GENERAL OBLIGATIONS**

- 2.1 The Cardholder must have attained a minimum age of 18 years.
- 2.2 The Cardholder is liable for complying with the current General Terms and Conditions and shall be solely liable for any direct and indirect consequences arising from any breach by the Cardholder of the current General Terms and Conditions.
- 2.3 The Cardholder is the only authorised user of the Card. The Cardholder acknowledges and agrees that under no circumstances may the Card be transferred to another individual.
- 2.4 The Card is an electronic means of payment with retailers affiliated to the Visa and/or MasterCard network and a means of cash withdrawing at cash dispensers. It is not transferable and shall only be used by the Cardholder strictly in accordance with the current General Terms and Conditions.
- 2.5 The Card shall at all times remain the property of the Bank.
- 2.6 The Cardholder must sign the Card on the signature panel on the reverse side of the Card immediately upon receipt.
- 2.7 The Cardholder must exercise all possible care to ensure the safety of the Card.
- 2.8 The Cardholder is responsible for ensuring the Credentials remain strictly confidential and for preventing the Credentials from becoming known to any person.
- 2.9 The Cardholder may be considered to have acted with gross negligence and will be held fully liable for any subsequent misuse of the Card if the Cardholder:
  - (a) has written the PIN on the Card or on any document kept with the Card or accessible to third parties; and/or
  - (b) has disclosed any, several or all of the Credentials to a third party; and/or
  - (c) has not immediately signed the Card at the designated place.
- 2.10 A forgotten PIN requires the issuance of a new Card. A replacement Card needs to be requested directly from the Bank and will be delivered to the Cardholder within a three (3) week time-frame.
- 2.11 The Cardholder acknowledges that the primary means of communication, including notification of modifications of this Agreement, will be via electronic durable mediums.

**3. USE OF CARD**

- 3.1 The Card can be used to withdraw cash from more than 2 million ATMs that display the Visa PLUS and/or MasterCard (depending on the Card's brand) acceptance marks.. The minimum withdrawal amount is defined by the local ATM in the local currency. For each ATM withdrawal, the Bank will charge a Fee in accordance with Clause 12 of this Agreement.
- 3.2 Cardholders may request information on loading and usage limits of their Card by contacting Catella Bank in accordance with this Agreement.
- 3.3 The Card can also be used as payment card at more than 30 million high-street and Internet merchants displaying the Visa Electron and/or MasterCard acceptance marks (depending on the Card's brand).
- 3.4 In order to enable purchases on the Internet, the Card needs to be registered on the Website. Upon registration a specific 16-digit number, a 3-digit CVV2/CVC2 Code and an expiry date will be provided which are required for every online transaction. By retaining this data and by confirming with the password, the

- Cardholder agrees to disclose this information and to accept full liability for purchases made online by the Cardholder, whether such purchases were made with or without the CVV2/CVC2 Code.
- 3.5 For security reasons, any use of the Card at any location not displaying the Visa PLUS, Visa Electron and/or MasterCard logos will be considered as an unauthorised use and may result in the Card being deactivated.
- 3.6 Transactions made by means of the Card cannot be countermanded for any reason except in cases where the Card is reported lost or stolen and in the conditions detailed in section 10 below. The Bank is authorised to debit the Card Fund with all amounts withdrawn through an ATM, through transactions made (1) at a business or place where a product or a service can be purchased by means of a Visa / MasterCard Card or (2) online.
- 3.7 It is not permissible to overdraw the Card Fund. If the Card Fund becomes inadvertently overdrawn, the amount overdrawn must be repaid immediately by the Cardholder. In such situation, the Bank reserves the right to deactivate, suspend or cancel the Card at any time.
- 3.8 The Card is valid for a maximum period of three (3) years after initial purchase and/or loading regardless of the expiration date applicable to Internet transactions. The Card may be reloaded an unlimited number of times during its period of validity within the frame of the applicable limits and in accordance with the procedure detailed in section 4.
- 3.9 The Card is limited to one card per individual and cannot be registered on a corporation's behalf.
- 3.10 If the Card Fund is not sufficient to cover any Fee due by the Cardholder to the Bank under the current General Terms and Conditions, the Bank reserves the right to deactivate, suspend or cancel the Card until sufficient coverage is provided

**4. CARD LOAD / RELOAD**

- 4.1 The Card can be reloaded via bank transfer as specified on the Website.
- 4.2 For Card activation, loading/reloading and transfer instructions, please refer to the information delivered with the Card and the instructions available on the Website. By submitting the Card related details, the Cardholder acknowledges that he has read and understood this Agreement and accepts the current General Terms and Conditions of the Card.
- 4.3 The bank reserves the right to reserve a 15% "tip" provision on transaction made at selected merchants to make sure Card funds are available to cover any "tip" given after authorisation is obtained by the merchant. This "tip" provision will be released once transaction has been cleared through the VISA or MasterCard network.

**5. CONDITIONS FOR USING THE CARD LOAD/RELOAD**

- 5.1 By loading or reloading the Card via bank transfer the Cardholder declares that he/she is the beneficial owner of the loaded/reloaded funds.
- 5.2 The Cardholder commits to inform the Bank immediately upon any changes in the above information.
- 5.3 The Card Fund will be credited upon receipt of the loaded/reloaded funds.
- 5.4 The Bank will apply a Card Load Fee for all incoming payments in accordance with Clause 12 of this Agreement. In such a case, the Fee will be deducted from the amount credited to the Card Fund.

**6. KEEPING TRACK OF CASH WITHDRAWALS AND BALANCE**

- 6.1 ATM withdrawals: Many ATM's can provide a receipt at the time a withdrawal is made from the Card Fund.
- 6.2 Transaction History: Information can be accessed online via the Website or can be requested from the Bank.
- 6.3 Balance Enquiry: Information regarding the Card Fund is available online via the Website or can be requested from the Bank.

**7. GIVING CONSENT TO EXECUTE A PAYMENT ORDER**

- 7.1 By signing the record of transaction or by using his PIN for a purchase or for a cash advance withdrawal in a bank, or by using his PIN at an automatic cash dispenser, the Cardholder gives Catella Bank irrevocable authority to pay the retailer or the bank. The records of statements sent by the retailer or bank, as the case may be, even in the absence of a written signature, are taken as a proof of transaction. The transaction slip printed by the terminal is for the Cardholder's personal information only. In accordance with Luxembourg law, the records of transactions created or received by Catella Bank will constitute evidence of the existence, amount and conditions of transactions.

**8. WITHDRAWAL OF CONSENT TO EXECUTE A PAYMENT ORDER**

- 8.1 The Cardholder may not revoke a payment order once it has been received by Catella Bank.
- 8.2 Where a transaction is initiated by or through the payee, the Cardholder may not revoke the payment order after transmitting the payment order or giving his consent to execute the transaction to the payee.

**9. SMS AND EMAIL SERVICE (SHOPPING SERVICE)**

- 9.1 The Cardholder may register to change the status of his/her Card at any time from active to suspend and vice versa ("Shopping On/Off Service"). The registration needs to be done online.
- 9.2 The Cardholder may also register for an SMS / Email Service that confirms the execution of any card transaction immediately via SMS or Email to a designated address ("Shopping Information Service").
- 9.3 Once registering for the SMS and/or Email Service the Cardholder accepts and assumes all responsibility and holds the Bank harmless from and against any and all losses, actions or causes of action that the Cardholder may suffer or incur as a result of, with respect to or arising out of the use of this SMS and Email Service irrespective of where any fault may lie.

**10. THEFT OR LOSS OF THE CARD & NOTIFICATION**

- 10.1 Until notification has been made to the Bank in accordance with this Agreement, the Cardholder shall be liable, up to EUR 150, for losses resulting from an unauthorised Payment Transaction in case of loss or theft of the Card or misuse of the Card which was made possible because the Cardholder has not preserved the confidentiality of his personalised security features (e.g. the PIN) or the Card data.
- 10.2 Notwithstanding the above, until the aforementioned notification to Catella Bank / the Bank has been effected, the Cardholder shall bear the entirety of the loss incurred if, with gross negligence or willful misconduct, he:
  - has failed to comply with his obligation to use the Card in accordance with this Agreement (especially Clauses 2 and / or 3); and/or
  - has transmitted the notification of such Incident with delay.
- 10.3 In any case, the Cardholder shall bear the entirety of the losses resulting from unauthorised Payment Transactions in the event that he has acted fraudulently, irrespective of the notification of an Incident sent to Catella Bank / the Bank.
- 10.4 Where the Cardholder believes their Card is lost or stolen or the Cardholder notices improper use of the Card or, in the event of the intentional or unintentional disclosure of any, several or all of the Credentials, the Cardholder must:
  - (a) IMMEDIATELY NOTIFY the Bank, by telephone to the Assistance Centre on +352 27 754 528 available on Luxembourg business days between 06.00am CET and 10.00pm CET, and between 6.00am CET and 5.00pm CET on non-Luxembourg business days, Lost and Stolen Cards 10.00pm to 6.00am or by means of the Website (on a 24/7 basis) AND
  - (b) CONFIRM IMMEDIATELY the Notification in writing by registered letter with acknowledgement of receipt to: EWMCard™, c/o Catella Bank S.A., 38, rue Pafebruch, L-8308 Capellen – Luxembourg.
  - (c) Notification must be made by the Cardholder himself/herself, except in case of force majeure. With respect to the Notification, the Cardholder is liable for providing accurate and complete information to the Bank, in particular without limitations:
    - the Cardholder's first name and last name; and/or
    - the number of the Card.

- 10.5 The Cardholder shall be fully liable for any consequences arising from any wrong, obsolete or incomplete information provided to the Bank.
- 10.6 If a Payment Transaction cannot be considered by Catella Bank as being authorised by the Cardholder, Catella Bank shall refund the Cardholder with the amount of the relevant Payment Transaction.
- 10.7 The Cardholder will only be entitled to obtain rectification from the Bank, in accordance with this Clause, if he notifies the Bank without undue delay, no later than 13 months after the relevant Payment Transaction date.
- 10.8 The Cardholder is obliged to provide Catella Bank with all requested information and supporting documentation which collaborates the Cardholders unauthorised transaction request.
- 10.9 The Card is immediately blocked upon receipt of the Notification.
- 10.10 If the Cardholder finds the Card after the Notification, the Card must be cut in two and returned to the Bank (at the above address) immediately.
- 11. PAYMENT TRANSACTIONS FOR WHICH EXACT AMOUNT IS UNCLEAR**
- 11.1 If the Cardholder believes that the amount of the Payment Transaction initiated via the Payee exceeds the amount the Cardholder could have reasonably expected, or the exact amount of the Payment Transaction was not specified, the Cardholder may address to Catella Bank a request for the refund of the Payment Transaction. The Cardholder shall accompany his request by factual arguments - in particular in relation to his past spending and the circumstances under which the Payment Transaction in question occurred. The Cardholder must, however, not invoke any elements in relation to a foreign exchange operation if the foreign exchange rate agreed between Catella Bank and the Cardholder has been applied. The Bank and the Cardholder agree that the fees, commissions and other expenses created by such a Payment Transaction will not be reimbursed.
- 11.2 If the Cardholder believes and can prove that a Payment Transaction has not been executed or defectively executed, Catella Bank may refund the Cardholder the total amount of the Payment Transaction. The provisions set out in the preceding sentence do not apply if the Card is used outside a Member State or in a currency other than the currency of a Member State. This provision is also subject to Clause 10.6 of this Agreement.
- 11.3 Where the Cardholder is entitled to be refunded in accordance with clause 11.1 of this Agreement, a written refund request signed by the Cardholder must have been received by Catella Bank in accordance with this Agreement within eight (8) weeks from the day on which the amount was debited from the Card.
- 11.4 Within 10 Business Days following receipt of the refund request made by the Cardholder and provided that Catella Bank accepts the refund request, the amount of the Payment Transaction will be credited to the Card.
- 11.5 In case Catella Bank refuses to reimburse the Cardholder, it shall, within 10 Business Days following receipt of the refund request made by the Cardholder, indicate to the Cardholder the reasons for its refusal. Such communication will be effected according to the means of communication agreed with the Cardholder.
- 11.6 The rules set forth under this clause do not apply if the Card is used outside a Member State or in a currency other than a currency of a Member State.
- 12. FEES & FOREIGN EXCHANGE**
- 12.1 The amount of Fees and charges and details of when they will be payable are set out below. Unless otherwise agreed by the Bank and Cardholder, Payment Transactions and Fees will be debited in the currency of the Card Account. All other Fees and charges will be debited directly to the Card as they arise.
- Cash withdrawal fee: 1.5 % of withdrawn amount, minimum 5.00 EUR / 6.25 USD / 7.50 CHF / 3.50 GBP per withdrawal
  - Purchase fee: Free of charge
  - Card Load fee: 2%, on all fund deposits to the Card
  - Monthly dormant account fee: 15.00 EUR / 19.00 USD / 22.00 CHF / 10.50 GBP per month following 12 months of account inactivity
  - Foreign Exchange Fee: 4.25% of converted Payment Transaction
  - Email Notification : Free of charge
  - SMS notification: 10.00 EUR / 13.00 USD / 15.00 CHF / 7.00 GBP per Service/ Month
  - Cash out fee: 15.00 EUR / 19.00 USD / 22.00 CHF / 10.50 GBP if requested within 12 months of Card issuance.
- 12.2 Where the Card is used to conduct a Payment Transaction in a currency which is not the currency of the Card Account, the applicable exchange rate, to convert the amount from the Transaction Currency to the Settlement Currency, shall be the VISA, respectively MasterCard Reference Exchange Rate applicable to the relevant Payment Transaction, plus a foreign exchange fee of four point two five percent (4.25%) of the relevant Payment Transaction.
- 12.3 Where the Settlement Currency is not the same as the currency of the Cardholder's Card Account, the Payment Transaction will be converted from the Settlement Currency to the currency of the Card Account using the Reuters Middle Reference Exchange Rate.
- 12.4 The date for the currency conversion shall be the date on which the Payment Transaction is credited on the account of the payee's payment service provider at the latest. This date may be different to the day on which the relevant Payment Transaction took place. The Bank will provide the Cardholder with historic currency exchange rate information, for any relevant Payment Transaction, upon simple request.
- 12.5 The Cardholder accepts that exchange rates may vary at any time and agrees that any changes in exchange rates, including those favourable to the Cardholder, will be applied immediately without prior notice, if the changes are based on the Reference Exchange Rates. Further information on the rate applicable following such a change may be consulted by the Cardholder in the Bank's premises and/or provided to the Cardholder upon simple request.
- 12.6 The fees listed in Clause 12.1, as amended, reflect all Fees and Charges which are debited exclusively by Catella Bank. The Bank retains no liability for any fees or charges which may or may not be agreed upon between the Cardholder and the Financial Intermediaries, where applicable.
- 13. CASHING OUT A CARD**
- 13.1 If at any time the Cardholder decides to cancel the Card and request cash-back, the following rules will apply:
- (a) a reimbursement can only be made after the Card has been cancelled;
  - (b) a reimbursement can only be made by a single bank transfer to the account held in the name of the Cardholder.
  - (c) Catella Bank will charge a cash out fee in accordance with Clause 12.1, if the Cardholder requests cash-back within 12 months of Card issuance.
- 14. WITHDRAWAL OF THE USE OF THE CARD**
- 14.1 The Bank may, where it has objectively justified reason, at any time and without notice, deactivate, cancel or suspend the right to use the Card or refuse to reissue or renew or replace the Card. In such event, the Card must be returned immediately to the Bank. The Bank will not accept any liability for the direct or indirect consequences arising from any deactivation, suspension or cancellation of a Card in accordance with the terms of the current General Terms and Conditions.
- 15. BANK LIABILITY**
- 15.1 The Bank shall not be liable for any direct or indirect damages if the Card or a specific transaction is refused or not honoured by a merchant or a bank or an ATM. The Bank does not bear any responsibility for errors committed by merchants or banks or ATMs. The Bank will not be obliged to enter into any dispute arising between the Cardholder and a merchant or bank and, moreover, a dispute with a merchant or bank does not absolve the Cardholder from complying with regulations governing the use of the Card and the current General Terms and Conditions.
- 15.2 The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing, system or transmission link or to industrial dispute, altered legislation or license requirements or anything outside the Bank's control or the control of the Bank's agents or contractors.
- 15.3 Without prejudice to the above, the liability of the Bank in relation to the Card, the associated services and the current General Terms and Conditions shall be limited to its gross negligence or serious misconduct or wilful default.
- 16. BANK CONTACT DETAILS**
- 16.1 To report claims or errors regarding Card Funds or to enquire general information about the Card, the Bank can be contacted via
- (a) the Assistance Centre on +352 27 754 528;
  - (b) e-mail to support@ewm-card.com; or
  - (c) postal mail to: EWMCard™, c/o Catella Bank S.A, 38, rue Pafebrüch, L-8308 Capellen – Luxembourg.
- 16.2 When calling or writing the following information needs to be provided:
- (a) name and Card serial number (found on the Card's reverse side);
  - (b) a description of the suspected error or transaction and/or the reason of the information request;
  - (c) the local currency and amount of the suspected error or transaction; and
  - (d) Cardholder's date of birth, current address and telephone number.
- 16.3 If the Bank is informed verbally, the Bank may require that the complaint or question be confirmed by the Cardholder in writing within 24 hours.
- 17. CHANGE OF ADDRESS**
- 17.1 All Cardholders are obliged to inform the Bank should they change address.
- 17.2 Any address change request must be made in writing to the Banks' offices in Luxembourg and must be accompanied by an official document stating the change of address.
- 18. MODIFICATIONS**
- 18.1 The Bank reserves the right to change (1) the current General Terms and Conditions, (2) the characteristics and features of the Card and (3) the Fees at any time. The new General Terms and Conditions/Card's characteristics and features/Fees will be made available on the Website at least two (2) month before their entry into force.
- 18.2 The Cardholder hereby:
- (a) acknowledges that his/her relationship with the Bank is at least partially based on electronic communications, made in particular through the Website and deems this means of communication appropriate to the nature of his/her relationship with the Bank;
  - (b) confirms that he/she accepts the current Agreement, governing the terms and conditions of the Card, and will contact and notify the Bank in accordance with this Agreement should he/she not accept such future modifications to this Agreement;
  - (c) declares that he/she will consult regularly the Website; and
  - (d) accepts to be informed of any such change by means of the Website.
- 18.3 Should the Cardholder oppose to such change, the Cardholder shall have the right to terminate the current General Terms and Conditions immediately.
- 18.4 Continued use of the Card and the associated services after the entry into force of the proposed changes shall constitute the Cardholder's consent to such changes.
- 19. TERMINATION OF THE AGREEMENT**
- 19.1 This Agreement is entered into by the Bank and the Cardholder for an indefinite period of time. Either party may terminate the Agreement at any time by sending notice to the other party.
- 19.2 The Bank will give the Cardholder a two (2) months' notice before terminating the Agreement.
- 19.3 Upon termination of the Agreement, the Cardholder is no longer authorised to use the Card. The Bank shall accept no liability in relation to the consequences arising from the termination of the Agreement.
- 20. DATA PROTECTION**
- 20.1 The Bank will collect and process personal data on the Cardholder (1) insofar as necessary to issue and service the Card and/or (2) as necessary for the performance of the current Agreement and/or (3) for marketing purposes. The data will be communicated to other banks and Financial Intermediaries as necessary to perform the transactions made by means of the Card and/or as necessary to service the Card. The Cardholder has the right to access and rectify their data by contacting the Bank. The data will be retained for the period provided for by the applicable law/regulations.
- 21. RECORDING OF PHONE CONVERSATIONS AND ELECTRONIC COMMUNICATIONS**
- 21.1 The Cardholder acknowledges and agrees that the Bank has the right to register and keep records of telephone and electronic communications. The failure by the Bank to register and keep any record of such communications shall not trigger any liability by the Bank.
- 22. ANTI-MONEY LAUNDERING COMPLIANCE**
- 22.1 In accordance with applicable legislation to fight money laundering and financing of terrorism the opening of any client relationship, including a Cardholder relationship, is subject to proper Cardholder identification by the Bank. The cardholder hereby represents that he/she will without delay disclose any requested information to the bank, keep such information up-to-date and inform the Bank of any relevant change.
- 23. GOVERNING LAW AND JURISDICTION**
- 23.1 The current General Terms and Conditions shall be exclusively governed by and interpreted in accordance with the laws of Luxembourg.
- 23.2 Any dispute, controversy or claim arising in connection to a Card, a transaction made by means of a Card, the Card Fund and/or the current General Terms and Conditions shall be exclusively settled by the courts of district of Luxembourg.
- 23.3 Upon request, Catella Bank will supply information to the Cardholder regarding the laws and regulations which Catella Bank is subject to in the context of this Agreement.
- 24. REGULATORY AUTHORITY**
- 24.1 Catella Bank is authorised as a credit institution supervised by the Luxembourg regulatory authority, the Commission de Surveillance du Secteur Financier (the "CSSF"), situated at 110, route d'Arion, L-2991 Luxembourg, Grand Duchy of Luxembourg. Without prejudice to any legal procedure available to the Cardholder under Luxembourg law, the Cardholder may submit any dispute arising out of the present Agreement to the CSSF which is competent to settle such dispute amicably.