

**GENERAL CONDITIONS OF USE FOR VISA AND MASTERCARD AND PAYMENT INSTRUMENT  
FOR SAFE TRANSACTIONS IN E-COMMERCE**

**I. Definitions:**

1 – For the purposes of this Agreement, and unless its text implies otherwise, the terms and expressions used herein initiated with a capital letter and indicated below, have the following meaning:

- a) Bank: Banco Comercial Português, S.A., card issuer.
- b) Holder: It is the individual who assumes responsibility for the correct use and maintenance of the Card and its additional elements (Secret Codes, etc.), as well as for the amounts due to the Bank for the use and/or ownership thereof. Holders may be first or second Holders, the latter being those who, under the consent of the 1<sup>st</sup> Holder, has(have) requested the Card issuance for its respective use. The Holder joining the MB WAY Service is also a User of the MB WAY Service.
- c) Payments System: An integrated transfer of funds system, participated by the Bank, by SIBS - Sociedade Interbancária de Serviços, S.A. And by VISA and/or Mastercard, which is governed by formal and standardised arrangements and common rules for the processing, clearing and/or settlement of payment transactions.
- d) VISA or Mastercard Credit Card: Payment instrument that enables its Holder to pay for goods and services purchased in commercial establishments that joined the VISA and/or MasterCard network, as well as cash withdrawals or cash advances on credit.
- e) Card Account: Applicable only to VISA or Mastercard credit cards, it is the electronic registration of the amounts due and/or paid to the Bank for holding and/or use of the Card or credit cards associated to the same Card Account, in credit transactions and cash advances on credit. The Card Accounts may be Singular (when they have only one Credit Card and related Holder) or Collective (when they have more than one Credit Card and related Holder).
- f) Credit Limit: Applicable only to credit cards; it represents the Total Amount of the Credit, i.e. the maximum amount of cash authorized to be used in credit operations and cash advances on credit. It corresponds to the accumulated maximum amount that the total of transactions made and not yet paid to the Bank may reach, at any moment. The Credit limit may be defined according to the Card and/or the Card account. In the case of Collective Card Accounts, the Credit Limit defined for the Card Account constrains the Credit Limit of each Card. The repayment of the credit used reconstitutes, to the respective extent, the availability of the Credit Limit.
- g) Domestic Debit Card: Payment instrument that enables its Holder to pay for goods and services purchased in commercial establishments that joined the card's network in Portugal, as well as cash withdrawals on debit in all ATM's of the Multibanco network in Portugal.
- h) International Debit Card: Payment instrument that enables its Holder to pay for goods and services purchased in commercial establishments that joined VISA and/or Mastercard or VISA Electron and/or Maestro networks in Portugal, as well as cash withdrawals on debit in all ATM's of the Multibanco network in Portugal and abroad.
- i) Associated Current Account: It is the current account of the Holder mentioned in the Subscription Request, and opened with the Bank.
- j) Payment Instrument for Safe Transactions in E-Commerce (IPCE): Set of procedures associated with the Card, duly certified by the Payment System, which allows the Card Holder, by means of supplementary subscription and assignment of a Secret Code, to make secure purchases in open environments (Internet - Online Service, ITV - Interactive TV).
- k) MB WAY Service - Service that, based on the MB WAY App installed on the User's mobile device, and by the association between a User's mobile phone number and one or more payment cards owned by the User, allows the User to perform MB WAY Transactions in establishments and/or online stores identified with the MB WAY symbol (the payment of purchases made there), either withdraw cash from ATMs of the MULTIBANCO Network without the need to use a bank card after generating a 10-digit code in the MB WAY app, or receive or make MB WAY Transfers, each operation being authenticated through a code entered by the User in the MB WAY App of the User's mobile device.
- l) EEA: European Economic Area, comprising all European Union member countries and three countries from EFTA – Iceland, Norway and Liechtenstein.
- m) Contactless feature - VISA Paywave, MasterCard Paypass and MB WAY contactless: Feature associated to the Credit Card, Debit Card and MB WAY –

in mobile phones with NFC compatible technology - which allows its holder to pay for goods and services purchased in commercial establishments that joined the VISA and/or MasterCard and/or Maestro and/or MULTIBANCO network, which have contactless technology devices, without the need of entering a secret personal code up to a certain amount.

n) Subscription Request: Document contained on the back of these GENERAL CONDITIONS OF USE, which is an integral part of this Contract for all legal purposes.

**II. Signing of the Contract and Card Issuance**

2 - By signing this Subscription Contract, the Proponents subscribe to the General Conditions of Use and to the rights and duties of the Parties, agreed herein, that they commit to comply with.

3.1 - It is the Bank's sole responsibility to decide whether or not to assign the card(s) requested.

3.2 - With the decision to award the Card, the Proponent becomes a Holder. Accordingly, the Holder will receive, on a different date and detached: (i) the Physical Card; (ii) the Secret Personal Code (PIN) that will allow him/her to validate and carry out transactions in commercial establishments, as well as cash withdrawals, and in the case of credit cards, also cash advance transactions.

3.3 - The Holder will receive the Card by post, presuming that it was received on the seventh calendar day after it was sent, unless the Card Holder reports that he/she did not receive it.

3.4 - When the Applicant requests the Card in person, and in case of acceptance of this Proposal, the Secret Personal Code (PIN) is also given in person to the Holder. In other cases where the Card is requested through means of remote communication, the PIN will only be sent after the Holder confirms that he/she has received the Card, and will be sent as an alternative:

- a) a) By SMS to the mobile telephone of the Holder, if the Holder has chosen this option of sending the PIN by SMS, and option will only be available if the Holder already has a Multichannel Code and well as his/her mobile telephone number registered in the Bank's Strong Authentication system (SAFE); OR
- b) By post, in all other cases.

4.1 - The Holder may also join the IPCE, requiring, for this purpose, a Secret Code for its exclusive use, to perform operations in open environments.

4.2 - The Holder may also join the MB Way Service, under the terms of the Specific Conditions of the MB WAY Service set forth in XIV below.

5 - Debit Cards identified with their own symbol in the upper right corner are associated with the contactless functionality described in clause 1(m).

5.1 - The Card is the Bank's property and is issued in the name of the Card Holder for its exclusive use, and is personal and non-transferable.

5.2 - The Bank is under no duty to verify or control who uses the card, without prejudice of doing it occasionally merely for precautionary and preventive security reasons.

61 - The Holder may revoke this agreement, without the need to indicate any motive, through registered letter with acknowledgement of receipt, addressed to the Bank (Customer Support Centre, Av. Prof. Dr. Cavaco Silva, Tagus Park Edf. 3, Floor 0, Ward C, 2744-002 Porto Salvo), shipped within fourteen calendar days from the date of confirmation of the Contract, as shown in numbers 1 and 2 of clause 3.

62 - In the event that the Agreement is revoked by the Holder under the terms referred to in the previous clause 6.1., the Holder shall be obliged to pay the Bank immediately all sums due for the use he/she has made of the Cards, including the interest contracted:

- a) The total of transactions made with the Card and registered by the Bank until the Card is returned, (including MB WAY transactions, and MB WAY transfers and charges where applicable);
- b) The charge for Credit Limit exceeded, if any, in the amount of EUR 15.00 (plus 4% Stamp Duty);
- c) The fee for each credit transaction in fuel sales establishment(s), if applicable, in the amount indicated in the Annex;
- d) The fees and charges on withdrawals and cash advances on credit indicated in the Annex, if these have occurred;
- e) The fees on cash withdrawals on debit made with the Debit Card at ATM Machines in the EEA and rest of the world, indicated in the Annex, if applicable;
- f) The fees on payment operations for goods and services, indicated in the Annex, if applicable.
- g) Outstanding Amounts Recovery fee: 12.00€ (plus Stamp Duty of 4%) for debt instalments of less than 300€. For instalments equal or above 300€: 4% fee (plus Stamp Duty of 4%) on the outstanding amount with a maximum limit of 150€.

63 – In addition to the amounts referred to in the preceding number nothing else is then due, with the exception of the amounts corresponding to possible non-refundable expenses paid by the Bank to any entity of the Public Administration, namely Stamp Duty on the amount of credit used of item 17.2.4 of the TGIS (Stamp Duty General Table) and Stamp Duty on interests established in item 17.3.4 of the TGIS, currently at 4%, charged by the Tax Authorities.

7 - The validity and effectiveness of this Agreement and of each transaction or payment transaction carried out by the Holder under this Agreement shall not depend on any purchase and sale/supply contracts between the Holder(s) and the seller(s)/supplier(s) of goods and services, to which the Bank is totally unconnected, even if the purchase is made using the Card (including IPCE or MB WAY transactions), as the cumulative conditions set out in paragraphs (i) and (ii) above are not met and

ii) paragraph o) of article 4 of DL 133/2009 of June 2.

8 - The Holder commits to report to the Bank any circumstances able of modifying their respective personal and/ or assets situation, which may affect its capacity to comply with this Agreement.

9 - The Bank may, at any moment, suggest to the Holder the attribution of cards through the appropriate means (mail, phone, internet, etc.).

### III. Communications between the Bank and the Holder

10 – During the duration of the current Agreement, the Holder is entitled to receive, upon his/her request, at any time, the terms of the agreement in force at any given moment, in digital format (electronic file) provided to the e-mail supplied by the Holder or for consultation on the Internet channel of the Bank (only for Customers with a Multichannel Access Code of the account at [www.millenniumbcp.pt](http://www.millenniumbcp.pt)). As an alternative, if the Holder so wishes, he/she can receive the terms of the Agreement in paper, if requested in person at any branch. 11 - The postal address of the Holder is considered, for the effects of summons or legal notification, to be the agreed domicile, and any alteration to it must be promptly reported to the Bank..

12.1 - Any written communications sent by the Bank to the Client shall be sent to the postal address indicated by him/her and any change made therein must be promptly reported to the Bank.

12.2 – Should the Holder choose the provision and sending of the Bank's communications, namely the periodic statements, to his/her e-mail address, instead of by the post, it is explicitly agreed that the Holder is exclusively responsible for ensuring the permanent updating and good functioning of the e-mail address indicated.

13 - In the case of joint card-accounts, except if otherwise expressly communicated, the 1<sup>st</sup> Holder shall represent the remaining Holders for the purposes of reception of any communications made regarding this Agreement and these are hereby deemed to have been made to all the Holders.

14 - The periodic statement of the Card Account, provided for in clause 24, containing the detail of the transactions made on credit, may constitute a separate document or represent a part of the combined statement of the Associated Current Account, regardless of individual or joint ownership of the latter.

### IV. Card Use and Payment Orders

15.1 The following operations will be considered credit transactions and will be debited in the Card Account: (i) operations, manual or electronic, carried out in commercial establishments in Portugal and abroad or through the Internet; (ii) payments of services/purchases made at ATMs of the Multibanco network in Portugal, through the Bank's Call Center, website [www.millenniumbcp.pt](http://www.millenniumbcp.pt) or Mobile service of the Bank; (iii) cash withdrawals or cash- advances on credit made at ATMs in any network in which the card is accepted in Portugal, through the Call Center of the Bank, website [www.millenniumbcp.pt](http://www.millenniumbcp.pt) or Mobile service of the Bank; (iv) cash withdrawals or cash-advances on credit made at ATMs of the VISA and/or MasterCard network abroad; (v) low value operations provided for in clause 18.2.

15.2 - Cash withdrawals from ATMs in the Multibanco network in Portugal will be considered debit transactions debited from the Associated Current Account with value date on the day the transaction is carried out.

15.3 The transactions carried out with the National Debit Card the operations are settled by debiting the Associated Current Account, with value-date of the day when the transaction is made.

15.4 The transactions carried out with the International Debit Card the operations are settled by debiting the Associated Current Account, with value-date of the day when the transaction is made.

15.5 - If subscription to the IPCE is made in association with the ownership of a Debit Card, all transactions made under the use of this Service shall be settled by debiting the Associated Order Account with the value date of the day of the transaction. If subscription to the IPCE is made in association with credit card ownership, all transactions made

in connection with the use of this Service shall be credit transactions and debited to the Card Account.

15.6 – The operations performed with the “contactless” tool associated to Credit Card are settled by debit in the Card Account. If carried out with the Debit Card the operations are settled by debiting the Associated Current Account, with value-date of the day when the transaction is made.

16.1 - The Holder must sign the card as soon as it is received, and undertakes to take all appropriate precautions not to make accessible or perceptible to third parties their Secret Codes referred to in clauses 3.2 and 4.1, which must be memorised by destroying the information envelope of the same(s). If the Holder wishes to keep the Secret Code(s), he/she must never leave them in a visible or accessible place, and in particular must never write them down on the Card itself or on any other document that he/she has next to the Card. The Holder may alter the Personal Code(s) in any ATM in Portugal, mas, in that case it must never reproduce it or relate it with personal identification data, namely groups of 4 digits the meaning of which is easy to be perceived (for example, the year of birth or the day and month of birth) by third parties in case of loss, theft, robbery or misplacement of the card.

16.2 - The Holder is responsible for the correct safekeeping, use and maintenance of the Card and the personalised security devices, including identification number and IPCE Secret Codes, and may not provide or facilitate its use to third parties.

16.3 - The User of the MB WAY Service also undertakes to maintain the confidentiality of the MB Way Transactions and MB Way Transfers Secret Code that he/she defines to confirm payments or transfers, as well as any access codes referring to the execution of the MB Way APP (undertaking to take all appropriate precautions not to become accessible or in any way perceptible to third parties, memorising them and never leaving them in a visible or accessible place), being responsible for the safekeeping, use, maintenance and correct use of the codes, namely the transaction/

transfer/withdrawal MB WAY confirmation codes and the authentication code of the mobile device and the MB Way APP installed on it, as well as for ensuring that the mobile phone number and e-mail address associated with the MB Way Service and the mobile device and the MB Way APP installed on it, are used only by him/her and may not provide or facilitate their use to third parties.

17 - The use of the VISA and/or MasterCard Credit Card is subordinated to the Credit Limit set forth by the Bank, according to financial and commercial information, including the verification with the Central Credit Register of Banco de Portugal of the solvency of the Proponent(s). In the case of Collective Card Accounts, the Use Limit of the Card Account and, if applicable, the maximum limit of use of each of the issued Credit Cards, is communicated in writing to the First Holder. The Bank may, at any moment, change the Credit Limit use and decide on any request from the Holder to raise it. The Bank reserves the right not to accept any transactions that exceed the Credit Limit of the Card Account, as well as, in case the Credit Limit is exceeded, charge a fee for the provision of this additional service, in the amount indicated in the Annex. 18 - Card payments at commercial establishments allow the Holder to choose which network to use. Whenever the retailer's payment terminal, simultaneously accepts more than one network shown on the card, the Holder may choose the network to be used (Multibanco, VISA, Maestro/ MasterCard). The Holder's choice of network will be made on the payment confirmation screen of the payment terminal. The Millennium bcp VISA and Maestro/MasterCard cards, in Portugal, are accepted for payments in the Visa and Maestro/MasterCard networks, and are also accepted in the Multibanco network, whether this network is exclusive or co-existing in the payment terminal with another of the referred networks. The card will work according to its type as described in I - Definitions.

18.1 - To carry out or authorize a payment transaction with the Card, the Holder should:

18.1.1 - If in person:

a) With the use of Secret Code mentioned in clause 2.6: present the card, check the transaction, enter the secret code and keep the copy of the transaction slip.

b) With the signature: present the Card, prove his/her identity, if requested, check the operation, sign the transaction slip with a signature equal the the one appearing in the card's signature panel and keep copy of the transaction slip;

c) When using the contactless function, in the case of Debit Cards that have this feature associated: verify the operation, bring the Card close to the terminal and save a copy of the transaction slip.

18.1.2 – If not in person:

a) In writing: the Holder must indicate in the payment order (i) the name, (ii) Card number, (iii) validity date, (iv) respective code for verification of the Card's validity (three last numbers

printed in the signature panel), (v) sign the payment order with a signature equal to the one appearing in the card's signature panel;

b) In open environments (Internet, interactive television): introduce the identification and the Secret Code referred to in clause 4, following the IPCE guidelines.

18.1.3 - In order to perform MB WAY transactions and/or transfers, the User must proceed as indicated in the Specific Conditions of the MB WAY Service below indicated in XIV.

18.2 - Card payment transactions for which no Secret Code is required to be entered, as provided in the Payment System, namely low value transactions for toll and telephone calls, shall be debited to the Associated Current Account or to the Card Account in accordance with the records originated by or through the beneficiary, without prejudice to clause 22.

18.3 - In the case of recurrent payment orders with a Credit Card VISA and/or MasterCard, the Holder is responsible for has the duty to, whenever he/she intends to alter or stop that payment or there are changes in the number, validity term and condition of the Card, inform of that fact the entities to whom he/she gave that order.

19 - The use of the Card in illegal transactions of any nature is forbidden; therefore, the Holder herein undertakes not to use it for such purposes.

20.1 - A payment transaction is only considered authorised if the Holder has previously consented to its execution.

20.2 - The consent referred to in the previous number constitutes a payment order and should be transmitted by one of the means provided in clause 18.1.

20.3 - The Bank may refuse any transactions or payment operations that the Holder intends to make in a way that is different from the way indicated in clause 18.1 or that violates its provisions.

20.4. - Except otherwise is provided by law, the Bank will notify the Holder of its refusal in making the operation, the reasons for such refusal and will inform the procedure to follow to rectify eventual factual errors.

21.1 - The time the payment order is received, transmitted directly by the Holder or indirectly by the beneficiary or through him/her, corresponds with the time at which it is received by the Payments System.

21.2 - A payment order cannot be revoked by the Holder once it has been received by the Payment System.

21.3 - The execution of not in person payment operations foreseen in clause 18.1.2, remains subject to prior confirmation of the Holder's data pursuant to procedures for precautionary security reasons, to be carried out near the Bank by the beneficiaries directly or through the Payments System, as well as subject to the decision for the effective presentation of the respective payment orders.

22.1 - Without damaging the provisions of the following number, after a payment order has been received pursuant to the preceding Clause, the amount of the operation shall be credited to the account of the beneficiary's payment services provider before the end of the first subsequent working day.

22.2 - The deadline stated in the previous number of this Clause may be extended for one more working day in the case of payment operations issued on paper.

22.3 - In intra-community payments involving currency conversion, the deadline set out in the preceding number may be extended to four working days from the time the order is received.

22.4 If the time of receipt is not a working day for the beneficiary's payment services provider, the latter's account shall be credited by the end of the next working day.

23.1 - Without prejudice to the provisions of number 4 below, the Holder may demand the reimbursement of an authorized payment transaction initiated by or through the beneficiary that has already been made, if he/she requests it to the Bank within eight weeks from the debit date and provided that the following conditions are met:

a) The authorisation does not specify the exact amount to debit.

b) The debited amount exceeds the amount that the Holder may reasonably expect based on its prior expenses profile and the specific circumstances of the case.

23.2 - At the Bank's request, the Holder shall provide the factual elements relating to the specific conditions in the preceding number.

23.3 - Within a period of ten working days from the receipt of a refund request, under the terms of number 1 of this clause, the Bank shall refund the full debited amount or present a justification for refusing the refund, indicating the bodies to which the Holder may refer the issue should he/she not accept the justification provided by the Bank.

23.4 - The Holder will not be able to demand the refund set forth in the precedent numbers if the beneficiary provided or made available information to the Holder on the future payment operation

through the agreed way, at least four weeks before the execution date.

24.1 - The Bank will provide the Cardholder (or the first

Cardholder of the Associate Current Account) with a monthly statement of his/her Associated Current Account showing the cash withdrawals and other debit transactions made on ATM's and debit payment transactions carried out via POS's of commercial establishments made with the Card and (as well as MB WAY transactions and/or transfers and/or withdrawals, when applicable), identified by their respective references and amounts, when appropriate, information regarding the respective beneficiary, as well as mention to the currency, any payment transaction costs and description, if applicable, the exchange rate of the transaction and the amount thereof in Euros after such currency conversion, the debits value-date or the date of receipt of each payment order.

24.2 - The Holder must always check the operations and the information contained in each account statement to the Associated Current Account and submit a complaint without delay if he/she detects any non-conformity, but never within more than thirteen months from the date of debit.

25.1 - For the Credit Card(s), the Bank will provide the Holder, monthly, (First Holder in case of a Collective Card Account) a Card Account Statement, with the following information:

a) The references and the amounts of cash withdrawals and cash advances on credit and payment operations made by credit and paid by the Bank on behalf of the Holder (as well as MB WAY transactions and/or transfers and/or withdrawals, when applicable) and, when appropriate, information regarding the respective beneficiary as well as the currency, eventual charges involving the payment operation and respective discrimination if applicable, the exchange rate of the transaction and the amount thereof in Euros after such currency conversion, the debits value-date or the date of receipt of each payment order;

b) The amounts that the Holder owes the Bank for the provision of services.

c) The amounts regarding corrections or amounts returned, when due.

d) The amounts related to the card annual fee, interests, taxes and charges due to services provided by the Bank and requested by the Holder.

e) Payments that have been made by the Holder to the Bank.

25.2 - The Card Account Statement also includes the deadline for payment to the Bank of the balance determined.

26 - The Holder must check the data on the Card Account Statement and, if any inaccuracy is found, must communicate it, without delay and in writing, but in no case later than 13 months from the date of debit.

27.1 After becoming aware of an unauthorized or incorrectly executed payment operation likely to give rise to a complaint, the Holder must notify the Bank without unjustified delay and within the period provided for in clauses 24.2 and 26. At the end of this period, the amounts recorded shall be taken as accurate.

27.2 - All communications regarding inaccurate information in the statements of the Associated Current Account and or of the Card Account, or claims due to a deficient execution of operations, should be duly documented, by means of copies of invoices or evidence documents addressed to the Holder of the Card able of substantiating the communication made, according to the provisions in this Agreement.

## V. Payments and charges

28 - The responsibility over the Collective Card Accounts before the Bank is assumed jointly by the various Holders of the same, so that each Holder is responsible for the full instalment. 29 - In the deadline stated in the Card Account Statement, the Holder shall make the mandatory minimum payment of at least 5% of the Card Account balance, unless the outstanding balance is less than € 10, in which case the payment shall be made in its totality.

30.1 - Without prejudice to the minimum monthly payment obligation defined in the previous clause, the Holder shall pay the balance of the Card Account, in full or in part, depending on the option previously chosen, on the deadline for payment shown on the statement of the Card Account. The option for a total or partial payment and the respective percentage may also be altered by the Holder at any moment by means of a prior notice of five calendar days, through written instructions or instructions validated with Access Code conveyed by phone or via [www.millenniumbcp.pt](http://www.millenniumbcp.pt). If the prior notice term is not observed, the Holder may also request the total or partial payment option and respective percentage for the current month and, if the Bank agrees to that, the Client will not have to pay the charge regarding the Correction of Payment of the Credit Card in the amount defined in the Annex.

30.2 - The total or partial payment of the balance of the Card Account, according to the option previously chosen, shall be made by

debiting the Associated Current Account, on the payment deadline stated on the Card Account statement, or by other means previously agreed with the Bank.

30.3 – For that purpose, the Holder hereby authorises the Bank to debit the Associated Current Account for the total or partial amount of the Card Account, depending on the payment option chosen, on the respective maturity date, committing to keep the account with the funds required for the respective timely payment.

30.4 - In the event of insufficient provisioning of the Associated Current Account, on the payment deadline indicated on the Card Account statement, to cover the debit of the amount corresponding to the payment option chosen, the debit shall then be made by an amount corresponding to the mandatory minimum monthly payment set forth in clause 29 above. In that case, the charge for reversing the payment order, in the amount defined in the Annex, will be charged and owed by the Holder.

30.5 - In case of insufficient balance in the Related Current Account to make the mandatory minimum payment of the outstanding balance of the Card Account, at the payment deadline, the Bank is also authorized, if it decides to do so, to debit the related Current Account even if the balance becomes negative, on the amount corresponding to that mandatory minimum monthly payment.

31.1 – In case of partial payment of the Card Account balance, which might be equal to or greater than the amount of the mandatory minimum monthly payment provided in clause 29 above, interest, on the remaining outstanding principal, will be applied corresponding to the contractual compensatory interest rate indicated in Annex. The interest will be counted on a daily basis, calculated based on a calendar year of 360 calendar days, in thirty days months, and the respective amount settled and charged monthly and directly in the Card Account. The interest payable will also be increased by the Stamp Duty of article 17.1.3 of the TGIS, currently 4%, as well as the Stamp Duty in conformity with the legislation currently in force (General Table of Stamp Duty, article 17.2.4) applied on the monthly average credit used, which is obtained by the sum of the balances in debt calculated daily during the month, divided by 30, with the respective value being debited and charged monthly at the end of each month of the calendar year.

31.2 - In the event of non-compliance with the obligation to make the minimum monthly payment provided for in clause 29 above, the Bank may demand up to the actual payment of the obligation, default interest and a fee for the recovery of the amounts due, as indicated in the Annex.

31.3 -The interests due and not paid corresponding to periods of, at least, one month, are compounded and do not require notice to the Holder.

32 – It is agreed that partial payments will be charged, successively for the payment of expenses, taxes and charges, fees, default interests, remunerative interest and, lastly, the principal.

33- The use of the Card beyond the credit limit assigned, determines, without prejudice to the provisions of paragraph b) of the clause 46.3. below, the immediate debit in the amount exceeded in the Associated Account, which the Holder undertakes to keep always provisioned with sufficient funds available for this purpose. In the case of lack of sufficient funds in the Associated Current Account, the Bank may clear its credit using any other credit of the Holder over the Bank.

34 A fee indicated in the Annex is applied to each credit transaction in fuel selling establishments in the EEA.

35 – All operations which are not made in Euros shall be exchanged into Euros by the Payment System, applying the exchange rates of the Wholesale market, plus a 1.25% spread. The charges and fees set out in the Annex shall be charged on the amount of each cash withdrawal or cash advance on credit. The charges and fees explained and indicated in the Annex are applicable to each cash withdrawal on debit operation made with a Debit Card at ATM Machines in the EEA in currency other than the Euro, Swedish Krona or Romanian Leu, as well as on each payment operation for goods and services made outside the EEA. The charges and fees explained and indicated in the Annex are applicable to each cash withdrawal operation made with a Debit Card or Credit Card in the EEA in currency other than the Euro, Swedish Krona or Romanian Leu, as well as on each payment operation of goods and services made outside the EEA. These and the remaining costs and charges described in the Annex shall be debited in a detailed and discriminated manner in the Card Account or in the Associated Current Account, depending on whether they are debit or credit transactions, respectively.

36 - The charges that the Bank may levy for the use of the services covered by this Agreement, in addition to those arising from the credit relationship, are those indicated in the Annex. The Holder hereby authorises the Bank to debit the Associated Current Account on total or partial amount of the overdue charges and costs agreed upon, on maturity, undertaking to ensure that this account always has sufficient funds for the effect. In case of lack or insufficiency of provision of the Associated Current Account for the amount corresponding to the costs and charges due.

## **VI. Rights and obligations in the case of misplacement, loss, theft or robbery, counterfeiting and other similar cases.**

37 – In case of:

(a) loss, misplacement, theft, robbery, or misappropriation of the Card and/or the means by which it may be used (including IPCE), and/or, in relation to the MB WAY Service, the mobile device where the User installed the MB WAY APP, and/or the mobile phone number and e-mail address associated with the User's MB WAY Service, and/or confirmation/maintenance codes for the transactions and/or transfers, and/or the authentication code for the mobile device and the MB WAY APP and/or the means by which the MB WAY Service transactions were conducted; or

(b) Undue and/or incorrect use of the Card, or records in the statement of the Card Account or Associated Current Account of transactions or operations not carried out or authorised by the Holder or of any other errors or irregularities related to the Card or with the MB WAY Service; or

(c) The statement of the Card Account or the card are not received within the expected deadline. In these situations, the Holder shall, as soon as he/she becomes aware of such facts, immediately inform the Bank, using the fastest method possible, without any unjustified delay, of the respective occurrence and convey all the information which is available and might in any manner be used by the Bank to investigate the facts and settle the respective situations, through telephone or other faster means. The phone communication foreseen in the previous paragraph must be made to the phone number 40.4 427 04 02, which is a permanent assistance service – 24/7, 365 days/year.

38 – All telephone communications made under the terms of the previous clause shall be the object of detailed and signed written confirmation by the Holder, at a Bank branch, and shall be accompanied by the elements in the possession of the Holder.

39 – All the cases foreseen in paragraph a) of clause 37 must be promptly reported to the competent police authorities and the Holder of the Card must present to the Bank the respective evidence.

40 - In the cases referred to in clause 37 (a), the Bank, SIBS, and VISA and/or MasterCard will activate the mechanisms necessary to prevent the abusive and fraudulent use of MB WAY Cards/Service.

41 - Should the Holder deny having authorized a payment operation executed, or allege that the operation was not properly executed, the Bank shall be bound to provide evidence that the payment operation was authenticated, duly recorded and accounted for and that it was not affected by technical failure or any other deficiency.

42.1 - After making the notification referred to in clause 37, the Holder shall not bear any financial consequences resulting from the use of the Card (and/or use of the MB WAY Service) lost, misplaced, stolen, or abusively appropriated, except in case of fraudulent action. If the Card (and/or MB WAY Service use) is used in these same circumstances of loss, misplacement, theft, robbery or abusive appropriation, but before the notification referred to in clause 37, the Holder shall be liable for the losses relative to the operations carried out, pursuant to the following rules:

a) The Holder shall bear all losses resulting from unauthorised payment transactions if these are due to fraudulent action or deliberate failure to comply with one or more of the obligations set out in clause 16;

b) In case of gross negligence of the Holder in the fulfilment of the obligations referred to in the previous paragraph, the Holder shall bear the losses resulting from non-authorized payment operations up to the limit of the balance available or the credit line associated with the Card, even if in excess of €150, depending on the nature of the personalised security features of the payment instrument and/or the circumstances of its loss, theft, or misappropriation.

c) In the remaining cases, the Holder will pay the losses due to operations made within the balance available or the credit line associated to the card, up to a maximum of € 150.

42.2 The investigations set out in the previous paragraphs having been carried out, if it is concluded that the Bank is liable for the losses arising from the unauthorised operations, the latter shall ensure the immediate refund of the amount of the unauthorised payment operation and, where appropriate, return the Associated Current Account or Card Account to the position it would have been in had the unauthorised payment transaction not been executed.

43.1 – The Bank is responsible, before the Holder, for the non-execution or incorrect recording of any transaction, under the general terms of the Law, however, the Bank is not responsible for any loss caused by a technical failure of the Payments System, if this has been reported to the Holder through a written message on the screen of the device, or if it is obvious through any other form.

43.2 - If the Bank can prove to the Holder that the payment services provider received the payment operation amount, the liability for the correct execution of the payment operation to the beneficiary shall lie with the payment services provider mentioned above.

43.3 – Should the liability lie with the Bank under the terms of subparagraph 1 above, it should refund to the Holder the amount of the payment not executed or incorrectly executed without unjustified delay and, if applicable, restore the account from which the payment was debited to the position in which it would have been if the incorrect payment operation had not occurred.

43.4 – In the case of a payment operation not executed or incorrectly executed, the Bank must, regardless of the liability incurred and if requested, immediately take steps to trace the payment operation and notify the Holder of the results obtained.

43.5 - In addition to the liability set out in the preceding paragraphs, the Bank shall be liable to the Holder for any charges and for any interest to which the Holder is subject as a consequence of the non-execution or incorrect execution of the payment operation.

43.6 -The Bank's liability shall not apply in cases of abnormal and unforeseeable circumstances outside its control, if the respective consequences cannot be avoided despite all efforts made, or if the Bank is bound by other legal obligations, namely those related to the prevention of money laundering and terrorism financing.

## **VII. Duration, alteration and termination of the Contract**

44 - This Agreement shall have the duration and the Card shall have the validity term set by the Bank and which shall be embossed on it, the Bank being entitled to renew it, provided that the Holder does not object to this within thirty days prior to the expiry of such term.

45.1 - Upon renewal of the Agreement the Bank shall have the right to propose to the Holder to change the type of card and/or the international brand of the card, by notifying the Holder by means of a notice or message inserted in the statement of the Card Account and/or the Associate Current Account, or by circular or other appropriate means usually used, not less than sixty days in advance of the intended date of application.

45.2 - If the Holder disagrees with the proposed amendment under the terms of the previous paragraph, the renewal shall be carried out by issuing a new card of the same type and/or brand, it being sufficient for the Holder to communicate this to the Bank, at any Millennium bcp Branch or by telephone, if he/she has a Multichannel Access Code, before the proposed amendment comes into force.

45.3 – The phone communication foreseen in the previous paragraph must be made to the phone number 214 270 402, which is a permanent assistance service – 24/7, 365 days/year.

45.4 - This Agreement may be terminated:

a) At any time by the Holder, by giving the Card back to the Bank;

b) When the Holder's request to terminate refers only to the MB WAY Service, by communication to the Bank through one of the available channels for subscription and management of the MB WAY service or through registered letter addressed to the Bank (Centro de Atenção ao Cliente, Av. Prof. Dr. Cavaco Silva, Tagus Park Edf. 3, Piso 0, Ala C, 2744-002 Porto Salvo;

c) By the Bank, in this case, through prior notice of sixty days prior to the date when the termination becomes effective.

45.5 - The termination of the Agreement determines the immediate maturity of the debt, which shall be payable in full and the Holder shall proceed with its full payment.

45.6 - The Holder is entitled to the reimbursement of the Card annual fee already paid in the amount corresponding to the period of time not yet elapsed during which the card would be valid, but continues to be responsible for the full payment to the Bank of all outstanding amounts due to the use of the Card.

46.1 – The Bank may, without prejudice to the obligation of the Holder to pay the amounts he/she owes, inhibit and block the use of the card and/or some of its features or services for objectively founded motives related to:

a) The security of the payment instrument;

b) The suspicion of unauthorized or fraudulent use of that instrument, or,

c) Significant increase of the risk that the Client might not be able to comply with his/her payment liabilities, if involving a payment instrument with an associated credit line.

46.2 – In accordance with the circumstances of the case, the following reasons may constitute situations able of being framed within one of the previous numbers:

a) The termination of the Contract, in any form or for any motive.

b) If the Holder has been involved in abusive use;

c) When there are founded security reasons and, namely, if the Bank is informed or is aware that the card has been lost, misplaced, robbed, stolen or abusively appropriated.

d) If the Bank is aware or suspects of any fraudulent use or of any irregularity which might result in a serious harm to the Payments System, to the Bank or to the Holder;

e) If the Holder infringes the agreed contractual conditions, namely in the case of late payment or non-compliance with the conditions of payment of the debt;

f) If the Holder is inhibited from using cheques, or if, for any other founded motive there is a significant increase in the risk of the Holder not being able to meet his responsibilities arising from this Agreement.

g) If the balance of the Associated Current Account is unavailable due to foreclosure, seizure, inventoried, pledged, freezing, bankruptcy, insolvency or situations decreed by judicial or supervisory entities.

h) In the case of the Collective Card Account, on the occurrence of any of the circumstances listed in the paragraphs above related to any of its Holders.

i) Under the MB WAY Service, without prejudice to the User's obligation to pay for the transactions/transfers/ Withdrawals made through the MB WAY Service and respective charges, if applicable, the Bank may inhibit and block the use of the MB WAY Service, either entirely or in the part only concerning certain Payment Instruments or Key Data of the User, whenever requested to do so by an entity participating in the Payments System, namely for security reasons or based on the fact that the User uses the MB WAY Service to conduct fraudulent activities, as well as under the circumstances and terms established in number 1 and preceding paragraphs of the present number 2.

46.3 – For the effects of the provisions in paragraph b) and in clause 47 below, abusive use is defined as the occurrence of any of the following cases:

a) Lack of funds in the Associated Current Account and other accounts held jointly by the Holder at the Bank to cover the payment of the balance in debt on the date when such payment is owed.

b) The reiterated infringement of the attributed Credit Limit and/or failure to ensure the prompt payment of the mandatory monthly minimum amount for the Credit Card in question, under the terms set by clause 29.

c) Utilization of the Card/ in transactions or debit withdrawals that originate unauthorized overdrafts in the Associated Account;

d) The Holder's repeated violation of the contractually agreed payment terms, namely if he/she incurs in default or non-compliance.

46.4 The burden of the proof of the abusive use of the Card by its Holder falls exclusively on the Bank.

46.5 – In the cases mentioned in number 1 above, the Bank should inform the Holder that the Cards and/or MB WAY Service were blocked and respective justification by phone, if possible before blocking the payment instrument and, at the latest, immediately after the blocking, except if such information cannot be provided for security reasons objectively grounded or it is forbidden due to applicable legal requirements.

46.6 - As soon as the reasons for the blocking no longer exist, the Bank must unblock the payment instrument or replace it with new cards and/or new access to MB WAY Service.

47.1 – The Bank may terminate this Agreement and immediately cancel the Cards, and all the services and facilities thereto associated by means of a written communication addressed to the Holder for the agreed domicile and this communication will be presumed as received by him/her on the seventh calendar day after its postal remittance, in the following cases:

a) When the bankruptcy, insolvency, or judicial statement of the placement under custody or judicial restraint of the Card Holder has been declared.

b) Where there has been misuse by the Holder as defined in clause 46.3.

c) When the Holder illegitimately revokes orders, he/she has given on the use of the card.

d) When the information provided in the Subscription Form or in the respective updates proves to be false or incorrect

e) When the Holder, through gross negligence or fraud, has caused damage to the Bank or to any other operator or participant in credit payment operations.

f) When the Holder has not complied with the obligation to make the mandatory minimum payment established in clause 29 above and this non-compliance corresponds to 2 successive instalments which exceed 10% of the total value of the credit and, after having been officially notified to proceed with the settlement of the amount due within the period of 15 days under the penalty of losing the benefit of the period of time or of the termination of the Agreement, has not made this payment promptly.

g) When the Holder does not make any use of the Card in the 6 months prior the date of their renewal or re-issuance.

47.2 – The termination of the Agreement determines the immediate maturity of the debt, which shall be payable in full and the Holder shall proceed with its full payment and return the Card to the Bank duly disabled

47.3 – With the termination of the Agreement, the Holder loses the right to all the benefits and advantages associated to the ownership of the card and/or its use but is entitled to the reimbursement of the annual fee already paid, by the amount proportional to the remaining future validity period of the card.

48.1 – The Card must be destroyed by the Holder in the following situations:

- a) The respective expiry date ends.
- b) It is replaced.
- c) Definitely cancelled or,

d) As soon as the validity of this Agreement terminates, all under the penalty of the Holder being able to be held accountable for its respective undue use.

48.2 – The right to use the Card also expires in the case of death, interdiction or inhibition of the Holder in which cases the respective heirs or representatives should immediately return the Card to the Bank.

49.1 The Bank can propose changes to the clauses of this Agreement, as long as they arise from legal requirements or are related to international systems and security rules or when deemed suitable by the Bank.

49.2 This(these) change(s) will be communicated to the Holder through prior notice or a message inserted in the statement of the Card Account and/or Associated Account, by circular or other appropriate means normally used, at least sixty days in advance of the date of its application.

49.3 - It is expressly agreed that, in the subsequent silence of the Holder, he/she is deemed to tacitly accept the change(s) thus proposed by the Bank, unless, prior to the entry into force of such proposal, the Holder notifies the Bank that he/she does not accept them.

49.4 If the Holder disagrees with such proposed changes(s), he/she may immediately terminate this Agreement provided that this is communicated to the Bank, by registered mail, or other means of which there is a written record, before the entry into force of the proposed change(s), and the Holder immediately returns the disabled Card at any Millennium bcp branch, in which case the Holder is entitled to the refunding of the annuity which has already been paid for its utilization, corresponding to the value proportional to the remaining future validity period of the card, but continues to be liable for the full payment to the Bank of all the amounts owed due to the previous use of the Card, and which are referred to herein.

49.5 - Changes in interest or exchange rates may be applied immediately and without notice if they are more favourable to the Holder or if they are based on reference interest or exchange rates and the Bank shall communicate such changes to the Holder during the following month at the latest.

## VIII. Processing Personal Data

50.1- The Holder hereby authorises the Bank to process personal data provided by it, the accesses, searches, instructions, transactions and other records relating to this agreement, (including data provided for installation and use of the MB Way APP, where applicable), as well as to process information relating to him/her collected indirectly by other sources, namely with the Central Credit Register of Banco de Portugal, as well as with any credit institution or information or credit services.

50.2 - The Holder authorises the Bank to: (i) for the purpose of registering orders and instructions from the Holder, to register and record all his/her communications, regardless of the means and channel, including telephone, Internet (Online Service), WAP (Wireless Application Protocol), ITV (Interactive TV), SMS (Short Message Service) or other forms of communication and access that may be defined by the Bank; (ii) to keep a digital record of the Holder's codes and instructions transmitted by the Holder, including telephone conversations carried out through specialised telephone channels, intended either to clarify doubts or to be taken to court in the event of litigation; (iii) to confirm, directly to the beneficiary or through the Payment System, the Holder's details necessary for the execution of payment transactions referred to in clause 21. 3 or the MB Way Service; (iv) to transmit to third parties acting on his/her behalf his/her personal data that are indispensable to activate, support, manage and maintain the MB WAY Service and to develop any activities related to this service, authorising the Bank to use them for the mentioned purposes.

50.3 The entities responsible for handling the data are the Bank, the joint ventures in which it takes part and companies controlled or partly owned by it, including the Bank's companies, branches or representation offices abroad, to which the Bank may render the data gathered and registered.

50.4 – The purposes of the data are exclusively the Holder's cognizance and the activities of the entity responsible, which imply ensuring service levels, minimizing risks deriving from financial activities, the exercise of rights and the fulfilment of obligations, knowledge of credit responsibilities, enabling the exercise of rights and meeting the obligations arising from the contract for each party, adopting control procedures for credit and for the clients and services base, statistical processes, processes for adapting products and services to the Client, contact management and promotions for clients.

50.5 - The Bank ensures the legal right to inform, correct, amend or suppress personal data by means of a written communication addressed to the Bank.

## IX. Communications with the Central Credit Register of Banco de Portugal

51.1 - Under the terms of the applicable legal provisos, liabilities taken by the Holder hereunder shall be reported to the Central Credit Register (CRC) of Banco de Portugal.

51.2 – The Central Credit Register is a database managed by Banco de Portugal, using information reported by the participant entities (institutions that grant credit) on the actual or potential liabilities deriving from credit operations, which is associated with a set of services connected with their processing and disclosure.

51.3 - The centralisation of credit liabilities consists of the monthly aggregation, per beneficiary, of the information concerning the credit granted by the participants and reported to Banco de Portugal.

51.4 - The database managed by Banco de Portugal contains positive and negative information since all credit liabilities amounting to more than 50 Euros, incurred in the financial system are reported regardless of the fact that they are in a compliant or default situation.

51.5 – The Holder is entitled to make a written request to Banco de Portugal to know the respective information recorded in the CRC.

51.6 - Should they find errors, omissions or information that is not up-to-date in the records that the Bank conveyed to Banco de Portugal, they must address directly to the Bank a request to correct and/or update the data.

## X. Eligibility for monetary policy operations

52.1 – The Bank's credit arising from this agreement is classified as an eligible asset as collateral for monetary policy operations in the Eurosystem, under the terms and conditions defined in the Instruction nr. 1/99, of 01 January 1999 of Banco de Portugal.

52.2 - In accordance with the requirements of the Instruction mentioned above, the Bank may, pursuant to Decree-Law no. 105/2004, of 8 May, make a financial pledge in favour of Banco de Portugal of the rights it holds hereunder of this credit agreement.

52.3 - For the purposes of the possibility set forth in the previous number of this Clause, in accordance with and for the purposes established in the a.m. regulations, the Holder hereby declares that it renounces to any rights to credit compensation with Banco Comercial Português and Banco de Portugal, as well as to rights resulting from bank secrecy rules.

## XI. Applicable language, law and jurisdiction

53 - This contract is governed by the Portuguese language, law and jurisdiction. For all matters arising from this contract, the competent courts of law are those of Lisbon, Oporto and of the Holder's residence in Portugal, waiving all others.

## XII. Extra judicial complaint and appeal procedures

54 – The Customer may submit claims or complaints for actions or omissions by bodies and employees of the Bank to the Ombudsman, who will consider them after the necessary investigations have been conducted and may issue recommendations to the Bank's Executive Committee. The recommendations of the Ombudsman are binding for the bodies and services, after approval by the above-mentioned Executive Board. Questions should be submitted in writing to the attention of the Ombudsman, using the address available for that purpose [www.millenniumbcp.pt](http://www.millenniumbcp.pt).

55 - The Client may also present claims to Banco de Portugal. For that purpose, it may choose to use the Complaints Book available at the Bank's branches. This Book will be delivered by the Bank immediately after being requested by the Client or the Client may access it by means of the Bank Client Portal where he/she may fill in and print the online claim form and send it by mail to the address of Banco de Portugal, as per instructions described in the above mentioned Portal.

55.1 - Disputes involving amounts equal or under those handled by the lower stage courts may, as an alternative to the competent judicial means, be submitted to the following entities specialised extra-judicial resolution of disputes: Consumption Conflicts Arbitration Centre of Lisbon ([www.centroarbitragemlisboa.pt](http://www.centroarbitragemlisboa.pt)) and Consumption Information and Arbitration Centre of Porto ([www.cicap.pt](http://www.cicap.pt)).

55.2 – The Client may choose to file for extra-judicial resolution of the disputes regarding products and services subscribed online, using the RLL / ODR platform for online dispute resolution (<https://webgate.ec.europa.eu/odr/main/?event=main.home.show>), created for the European Union under the Regulation (EU) no. 524/2013, of the European Parliament and of the Council, of 21 May 2013.

56 – Please be informed that the Bank has available a service that receives and extra-judicial handling of any claims that the Clients wish to present; For that purpose, the claims are to be sent to: Customer Care Centre, by calling 707502424 and/or by e-mail to the address [www.millenniumbcp.pt](http://www.millenniumbcp.pt) and/or in writing, the complaint being addressed to Av. Prof. Dr. Cavaco Silva, Tagus Park Edf. 3, Piso 0, Ala C, 2744-002 Porto Salvo.

### XIII. Supervision Authority

57 - Banco Comercial Português, S.A. is subject to the supervision of the Banco de Portugal, which has its head office at Rua do Ouro, 27, 1100- 150 Lisbon.

### XIV. MB WAY Service Specific Conditions

58 - Conditions for access to MB WAY Service

58.1 - The Card Holder who intends to join the MB WAY Service as a User will have to acquire the authorization to use and install, on a mobile device with iOS, Android or Windows Phone operating system, the MB WAY App, which will be provided to him/her by SIBS FPS, after having subscribed to these Conditions, as well as to the terms and conditions of the MB WAY App.

58.2 - The User will also have to confirm the mobile phone number provided by him/her, as part of the subscription to the MB WAY Service through the channels made available for this purpose, and the email address that he/she indicates on the MB WAY App.

58.3 - The obligation to provide the MB WAY Service is only effective after the Bank or SIBS FPS has confirmed the activation of the MB WAY Service (by informing the User that the MB WAY Service is active), which confirmation will be issued only after verification of the provisions of the preceding numbers.

58.4 - The obligation to provide the MB WAY Service is only effective if and as long as the User, cumulatively:

a) Keeps the mobile phone number provided active, on the mobile phone he/she is using, and keep the contract with the respective telecommunications operator in force, punctually fulfilling all the obligations arising from it;

b) Keeps the confirmation/authentication code active at the time of each use;

c) Ensures that he/she receives the MB WAY Transaction or MB WAY Transfer confirmation request message on the mobile device on which he/she has installed the MB WAY App.

59 - Change of mobile phone number and email address.

59.1 - The User may change the mobile phone number associated with the MB WAY Service by simply using one of the channels available by the Bank for subscription and management of the MB WAY Service or a MULTIBANCO ATM.

59.2 - The User may change the email address provided when using the MB WAY App, through the MB WAY App or through one of the channels available by the Bank for subscription and management of the MB WAY Service.

59.3 - The Bank or the SIBS FPS will ask the User to confirm the new mobile phone number or the new e-mail address provided, only then will they be introduced into the system to replace the previous ones.

60 - Use of MB WAY Service.

60.1 - The MB WAY Service transactions are made by the entering, by the Retailer, in a user interface that results from the implementation of a number of MB WAY technical interfaces (websites), of key-data of the User, including, necessarily, a mobile phone number that identifies the User and are associated to Card(s) of the Holder, being the purchase data confirmed and the payment authenticated by means of a secret code entered by the user in the MB WAY App installed in the User's portable device. The amount of the payment made will be debited in the payment card account previously associated in the MB WAY App by the User and used for the transaction in question.

60.2 – The User may also order or receive through the MB WAY App MB WAY Transfers up to the limits in number and value that at each time are defined by the Bank. The User who has more than one payment card associated with his/her mobile phone number may, at the time of subscription or later, indicate the payment card associated with the bank account he/she chooses as the recipient of the MB WAY Transfers he/she receives. In the absence of any indication, each MB WAY Transfer to the Holder will be pending until the indication, by the Holder, of the Card associated with the bank account into which he/she wishes those transferred funds to be credited. In a MB WAY transfer ordered by the Holder, he/she

acknowledges that the beneficiary will only receive the transferred funds if and when he/she is already or becomes a MB WAY Service subscriber, even if through another bank and, in turn, has indicated his/her payment card associated with the bank account where he/she intends having the funds credited. Otherwise, the transfer will not take place; without the amounts intended to be transferred being debited from the bank account, and without the attempted transfer having any cost to the Originator User. In this case, the Bank cannot be held liable for the non-execution of the transfer. MB WAY Transfers ordered from the MB WAY App are executed the same day after acceptance by the beneficiary.

60.3 - The cost of MB WAY Transfers to an account domiciled in another credit institution is EUR 1.30 (plus 4% Stamp Duty), as per Annex.

60.4 - The User may also withdraw money from ATMs in the MULTIBANCO Network without the need to use a bank card. The User who has associated a bank card that allows withdrawing money in a MULTIBANCO ATM to the MB WAY app can generate MB WAY codes. The User generates, from the MB WAY app, a 10-digit code that will allow him/her to make the withdrawal in any MULTIBANCO ATM. The withdrawal code generation tool is available to MB WAY clients who have the updated version of the App.

Cash withdrawals with a code generated in the MB WAY app are only available at MULTIBANCO Network ATMs and are subject to the same rules as bank card withdrawals on the MULTIBANCO Network. The amounts available for withdrawal are expressed in multiples of 10, up to a maximum of 200€ per operation, with a daily threshold of 400€.

The User may generate the number of codes he/she wishes, up to the daily maximum withdrawal limit of € 400 at the MULTIBANCO ATM. If the User has more than one card associated to the MB WAY Service, it may select the card to which it intends to associate the withdrawal and select "withdraw cash". If the User prefers, he/she can define a default card to carry out the operation. In this case, the cash withdrawal will always be carried out with the default chosen card.

The MB WAY withdrawal code is valid for half an hour and can only be used once. Half an hour later the code generated will expire being necessary repeating the process to generate a new code in the MB WAY App.

At the time in which the User generates the code in the MB WAY App, the User can send it to anyone in the contact list or directly enter the phone number of the intended beneficiary. The recipient receives a notification in the MB WAY app notification box with the withdrawal code. If the recipient does not subscribe to the MB WAY service, he/she receives an SMS

with the generated code and has half an hour to withdraw the amount from the moment he/she receives the code by subscribing to MB WAY. The use/sharing of the code is always the responsibility of the MB WAY user who generates the code in the MB WAY App.

After using the code, the User always receives a notification that the code has been used successfully. The User can check the status of the code in the notifications area of the MB WAY App (expired, already used, valid but not used, used successfully) and the money withdrawal can be consulted in the list of transactions of the card used to generate the code. To see the code, the user simply goes to the MB WAY app's notification area, identifies the notification that refers to the withdrawal code and then enters the MB WAY PIN (or Touch ID for compatible mobile devices).

61 - User Support.

61.1 - Within the scope of the MB WAY Service, the Bank undertakes to provide the User with technical support services for the transmission of MB WAY Transactions or MB WAY Transfers orders, withdrawals made without a card, as well as receiving MB WAY Transfers.

61.2 - The User may contact the Bank by telephone at 707 50 24 24, 24-hour personal assistance, where all information requested about the MB WAY Service will be provided, including the process of subscription and its operation, as well as the clarification of all questions the User may have about the MB WAY Service.

**Annex**  
**1 - Pricing:**  
**Credit and Debit Cards**

Card	Type	TAN* (annual nominal rate)	TAEG** (global annual effective interest rate)	Euros - Annual fee (plus Stamp Duty)		
					1 <sup>st</sup> Holder	2 <sup>nd</sup> Holder
Millennium bcp Maestro	Debit	---	---	1 <sup>st</sup> annual fee of new card accounts	18.00	18.00
				Following	18.00	18.00
Millennium bcp Maestro GO!	Debit	---	---	1 <sup>st</sup> annual fee of new card accounts	18,00(3)	18.00
				Following	18,00(3)	18.00
Millennium bcp Maestro Basic Account (exclusive for Clients with Basic Account)	Debit	---	---	1 <sup>st</sup> annual fee of new card accounts	Free	18.00
				Following	Free	18.00
Millennium bcp Maestro SMB Account (exclusive for Customers with SMB account) (4)	Debit	---	---	1 <sup>st</sup> annual fee of new card accounts	Free	Free
				Following	Free	Free
Millennium bcp Electron	Debit	---	---	1 <sup>st</sup> annual fee of new card accounts	18.00	18.00
				Following	18.00	18.00
Millennium bcp Maestro SMB Account (exclusive for Customers with SMB account) (4)	Debit	---	---	1 <sup>st</sup> annual fee of new card accounts	Free	Free
				Following	Free	Free
Debit Prestige (2)	Debit	---	---	1 <sup>st</sup> annual fee	20.00	20.00
				Following		
Millennium bcp Classic	Credit	11.300%	13.2%	1 <sup>st</sup> annual fee (1) and following	10.00	10.00
Millennium bcp GO!	Credit	16.000%	16.3%	1 <sup>st</sup> annual fee and following	Free	Free

Credit cards with a payment option other than 100% of the balance: the effective use of the credit is subject to Stamp Duty, in accordance with the legislation currently in force. (General Table of Stamp Duty, article 17.2.4) applied on the monthly average of the credit used which is obtained by the sum of the outstanding balances calculated daily, during the month, and divided by 30, with the respective amount settled and charged monthly. Free Float

(\*) The interests on the amount used and outstanding shall be counted every day and computed on a 360-day basis.

(\*\*) TAEG for a credit limit of € 1,500 (for Millennium bcp Classic, Millennium bcp GO! Cards) paid in 12 equal monthly instalments of capital plus interest and charges.

(1) These amounts will be credited to the Client's card account after the first credit purchase with the card, except in cases where the 1<sup>st</sup> annual fee has not been charged.

(2) Exemption of annuity if subscription to Prestige Programme.

(3) Exemption of annuity if subscription to GO! solution.

(4) (2) Cards exempt from annuity upon payment of the cards monthly maintenance fee, but subject to the rest of the applicable price list to the cards provided for in paragraphs 2 and 3 of this Annex.

**2 – Withdrawal/Payment Fees: (1)**

The following fees will be added by Mastercard and/or VISA and the Bank (plus Stamp Duty of item 17.3.4 of the TGIS, currently at 4%):

**2.1. Withdrawals or Cash Advances on credit**

**2.1.1. Withdrawals or Cash Advances on Credit made in the EEA:**

Cash Advance	In Euros, Swedish Krona or Romanian Leu	In other currencies
In EEA	4€ + 4% on the amount of the cash advance on credit.	4€ + 4% on the amount of the cash advance on credit + the international service fee (ISF) of 3%.

**2.1.2. Cash Advances on Credit made in the Rest of the World:**

Cash Advance	Any currency
Rest of the World	4€ + 4% on the amount of the cash advance on credit + the international service fee (ISF) of 3%.

**2.1.3. Transfer of the credit balance from the Card Account to the current account: 3.75% + €2.00**

**2.2. Fees on cash withdrawals on debit made with the Debit Card at ATM Machines in the EEA and in Rest of the World:**

2.2.1. Fees on debit cash withdrawals made with the debit card in the EEA in Euros, Swedish Krona or Romanian Leu: Free of charge.

2.2.2. Fees on debit cash withdrawals made with the debit card in the EEA in currency other than Euros, Swedish Krona or Romanian Leu: 4€ + 0,5% + international servicing fee (ISF) of 3%.

2.2.3. Fees on debit cash withdrawals made with the debit card in the Rest of the World: 4€ + 0,5% + international servicing fee (ISF) of 3%.

**2.3 Fees on operations for the payment of goods and services made with Credit or Debit Cards:**

2.3.1. Fees on operations for the payment of goods and services made in the EEA, in Euros, Swedish Krona or Romanian Leu: Free (exception made to the additional charge of 0,50€ per payment in gas stations in the EEA).

2.3.2. Fees on operations for the payment of goods and services made in the EEA, in Euros, in a currency other than Euro, Swedish Krona or Romanian Leu: international servicing fee of 3%.

2.3.3. Fees on payment operations of goods and services made in the Rest of the World: international servicing fee (ISF) of 3%.

(1) Fees and Stamp Duty are applied to the amount of withdrawal/payment.

**3 - Other Fees:**

<b>ISF - International Servicing Fee</b> – international service fee applicable to every withdrawal or cash advance and each payment of goods and services made outside the EEA or in the EEA in a currency other than Euro, Swedish Krona or Romanian Leu.	3% (1)
Fee for credit transactions carried out in gas stations	0,50 € (1)
Replacement of the Credit Card by request of the holder *	20.00 € (1)
Replacement of the Debit Card by request of the holder *	15.00 € (1)
Urgent Production rate	0.50 € (1)
Charge for Credit Limit exceeded	15.00 € (1)
Charge for Correction of Payment of Credit Card	15.00 € (1)
Charge for Reversion of Payment Order	0.50 € (1)
Copy of domestic and international invoices	15.00 € (2)
Remittance of the Secret Code to the Branch	10.00€ (2)
Express service of remittance of PIN or card (Service provided by Express Mail, DHL, Fedex, Ups, MRW or any other Express mail operator)	0.50 € (2)
Issue of a new Secret Code	10.00€ (1)
Outstanding Amounts Recovery Fee: 12,00€ (1) for debt instalments under 300€. For instalments equal or above 300€: 4 % fee (1) on the outstanding amount with a maximum limit of 150€.	

(1) Plus Stamp Duty, item 17.3.4 of the Stamp Duty General Table, presently 4%.

(2) Plus VAT

\* Service provided at the request of the Holder, applicable whenever the Holder requests the replacement of his/her card by a new one, of the same characteristics, due to bad condition of the plastic or situations of similar nature. Not applicable in cases where the replacement of the card is due to: defective manufacture of the plastic; cancellation of the card at the Bank's initiative due to security reasons of the card itself, suspicion of unauthorised or fraudulent use, or due to the significant increase in the risk of the client not being able to comply with payment responsibilities for cards with associated credit lines; capture of the card at ATMs or Points of Sale, namely due to exceeded attempts to enter the PIN, card withholding after the end of the time available to pull out the card (time-out) or ATM fraud; misplacement in the remittance of the card or its personalised security devices.

4 - MB WAY Transfer Fees

	Brackets	Channel for receiving transfer orders		Other conditions
		Internet and App		
<b>MB WAY Transfers</b>				
<b>- Orders Issued</b>				
Into an account of the same Credit Institution	Up to 750,00 €	Free		Note (1)
- To an account with another Credit Institution	Up to 750,00 €	€1,30		Note (1)
<b>- Orders Received</b>				
From an account of the same Credit Institution	-	Free		
From an account of another Credit Institution	-	Free		
Plus Tax	Plus 4% Stamp Tax			

Note (1) - Maximum amount per transfer EUR 750,00

- Maximum monthly amount (from day 1 to the last day of the