

## GENERAL CONDITIONS FOR THE USE OF DEBIT CARDS, CREDIT CARDS, PRE-PAID CARDS AND PAYMENT INSTRUMENT FOR SAFE TRANSACTIONS BASED ON CARD

### Section I. Definitions

1.1. - For the purposes of this Agreement, unless otherwise stated in the text, terms and expressions used herein beginning with a capital letter shall have the meaning expressly set forth herein:

a) **Bank:** Banco Comercial Português, S.A., issuer of the card, hereinafter referred to as “Bank” or “Millennium bcp”.

b) **Applicant(s):** is/are the individual(s) that requests and contract with the Bank the assignment of the selected Card(s) and there indicated and is/are responsible for the debits and charges arising from its/their ownership and use, without prejudice to the joint liability of the Holders for such debts.

c) **Holder:** is the individual whose name appears on the Card, who is the only person authorised to use it, and who assumes responsibility for the use and security of the Card(s) and the confidentiality of his/ her personalised security credentials for electronic identification and authentication before the Bank, as well as, for the amounts due to the Bank for the use and/or ownership of the Card, as provided in these General Conditions of Use. Credit Card Holders may be First or Second Holders, the former being the person to whom the Card was initially issued and the latter being the person(s) who, with the agreement of the First Holder, has applied for the issue of another Card, under the same Card Account, for his/her/ their personal use. The liability of the Holders of the same Card Account towards the Bank is joint-tenancy.

d) **Associated Current Deposits Account / BCP Account / Other Credit Institution Account:** The Associated Current Deposits Account means the current deposits account held by the Applicant(s)/Holder(s) whose number is indicated in the Application Form and may correspond to a “BCP Account”, i.e., a current deposit account held by the Applicant(s)/Holder(s) with the Bank, or an “Other Credit Institution Account”, i.e.

a current deposits account held by the Applicant(s)/Holder(s) with another credit institution established in Portugal, under the following terms: in the case of Debit Card and/or Pre-paid Card, the Associated Current Deposits Account is always and exclusively a “**BCP Account**”; regarding Credit Card, the Associated Current Deposits Account may be a “**BCP Account**” or an “**Other Credit Institution Account**”, according to the option expressed by the Holder (First Holder in the case of Collective Card Account).

e) **Credit Card:** is the means of payment associated with a Card Account and a credit line granted by the Bank, which allows the Holder to make payments and obtain cash advances at the Counter and ATMs up to the Credit Limit previously agreed, in accordance with the provisions of this Agreement; in the case of Credit Card with BCP Account, the referred functionality “Cash Advance” also allows making money transfers from the debit of the Card Account to the credit of the BCP Account.

f) **Card Account:** applicable only to Credit Cards, it is the accounting and electronic registration of movements, including payments, cash advances, interest, fees and other charges due, as well as receipts, arising from the ownership and use of the Card or Cards associated with the same Card Account. Card Accounts can be either Individual (when there is only one Credit Card and one Holder) or Collective (when there is more than one Credit Card and more than one Holder). The liability for the Collective Card Account before the Bank is assumed jointly and severally by all its Holders, whereby each Holder assumes entire and joint liability and obligation of payment for all the amounts owed from the Collective Card Account, even if originated by any of its Holder(s), whereby each Holder is liable for the full payment.

g) **Credit Limit:** applicable only to Credit Cards, this is the maximum authorised use

of the credit line opened by the Bank and corresponds to the maximum accumulated amount that may be reached, at any given time, by the total amount of transactions made with the Credit Card and not yet paid to the Bank. The Credit Limit may be defined according to the Card and/or to 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 restores, to the extent applicable, the availability of the Credit Limit and confers, to the extent applicable, the right to reuse the Credit Limit.

h) **Payments System:** integrated system of transfer of funds participated by the Bank, the Processing Entity and the National and International Payment Systems, which is governed by formal and standardised provisions and common rules concerning the processing, clearing and settlement of payment transactions.

i) **Debit Card:** is the payment card linked to a BCP Account and that allows, by debiting the said account, among other operations, to make payments, cash withdrawals and money transfers, in accordance with the provisions of this Agreement. The Debit Card may be Domestic or International depending on whether it allows transactions to be carried out only in Portugal or abroad, respectively.

j) **Prepaid Card:** prepaid payment card, which electronically stores the monetary value of Bank notes, coins and scriptural money previously received for this purpose by the Bank and allows its Holder to make payments in Portugal and abroad by debiting the balance stored on it at any time; it does not allow transfers, including via electronic platform(s) of a financial nature. The Pre-paid Card has the following versions: (1) **Pre-Paid** - version that allows payments in Portugal and abroad, as well as cash withdrawals, among other operations available for this Card in Automated Teller Machines (ATM) in Portugal and abroad; this version does not allow cash withdrawals at ATMs through the MB Way Service; (2) **Travel** - version that allows payments in Portugal and abroad, as well as cash withdrawals, among other operations available for this Card in ATMs in Portugal and abroad; (3) **Jovem** - version that

allows payments as well as cash withdrawals, among other operations available for this Card at Automatic Teller Machines (ATM) in Portugal and abroad. This version is intended for Holder(s) who has(have) not reached the age of majority.

k) **Payment Brand:** identifies, for each Card, the payment system(s) that performs the payment operations ordered by the Holder with that Card; in the Application Form there are also multi-brand Cards, i.e., that integrate two or more Payment Brands, allowing the Holder to make at the Automatic Payment Terminals (TPA) the choice of the Brand through which he/she intends to make each payment, in accordance with the provisions of this Agreement.

l) **Millennium App:** is a digital application for remote access, via mobile channel, to the Bank's services, referred to in Section VI. entitled "Access to Millennium bcp Remote Communication Channels".

m) **MBWAYService:** is a computer application of financial nature developed and managed by SIBS - Forward Payment Solutions, S.A. (SIBS FPS), intended for mobile devices with iOS, Android or Windows operating system, which allows the Holder to associate one or more Cards to the Holder's Mobile Phone Number to perform MB WAY Transactions, under the terms herein established in clause 10.;

n) **Digital Wallets:** this expression means Apple Pay, Google Wallet, Garmin Pay and SwatchPAY! which are digital applications (App) of financial nature developed and managed by third parties. The Holder may, at his/her discretion, associate his/her Card with one or more Digital Wallets, in accordance with the eligibility criteria established by each of these. Digital Wallets protect the payment information of the associated Card through token service solutions, which use an encrypted number instead of the Holder's actual Card number. The association of the Card to Digital Wallets is the sole responsibility of the Holder, subject to the applicable terms and conditions of use.

o) **Digital Wallets Transactions:** abbreviated and jointly referred to as Apple Pay Transactions, Google Wallet Transactions, Garmin Pay Transactions, and SwatchPAY! Transactions, as defined below in clauses 11. and following.

p) **EEA:** European Economic Area, comprising the following countries: (i) of the Euro Area: Belgium, Germany, Greece, Spain, France, Ireland, Italy, Luxembourg, Netherlands, Austria, Portugal, Finland, Slovenia, Cyprus, Malta, Slovakia, Estonia, Latvia and Lithuania; (ii) of the European Union: Czech Republic, Denmark, Hungary, Poland, Sweden, Bulgaria, Romania, and Croatia; (iii) and Iceland, Norway and Liechtenstein.

q) **Low-Amount Transactions:** are in person payment operations with the physical Card, that do not require the entering of the secret respective PIN code in accordance with the terms and conditions foreseen in the Payments System, namely operations for paying tolls, parking and telephone booths.

r) **Contactless functionality:** it is a functionality of the physical Card(s) that have the corresponding symbol, as well as mobile phones with compatible NFC technology or smartwatches, which allows payments to be made in person only by approaching the physical Card to the Automatic Payment Terminal (TPA), without the need to introduced it in that terminal, or by approaching the Holder's mobile phone/ smartwatch to the Automatic Payment Terminal (TPA), and the entry of a secret code may be waived.

s) **Application Form:** it is the contractual proposal on the reverse side of these General Conditions of Use, which together with these, form an integral part of this Agreement for all legal purposes.

t) **3D Secure:** The 3D Secure is a free service available for Cards of the Payment Brands Mastercard and Visa, of mandatory use in internet sites identified with the Visa Secure and Mastercard Secure Code symbols, and that requires an additional validation by the Holder for Strong Authentication of the operation.

u) **Holder's Mobile Number:** is a mobile number belonging to the Holder, must be provided the in the Application Form, and that will be registered with the Bank for the purpose of Customer's Strong Authentication (CSA) and which shall always and compulsorily be the one indicated and used by the Holder in the Bank's Remote Communication Channels, MB WAY Service and in all the Digital Wallets to which he/she associates his/her Card(s).

v) **Holder's E-mail Address or E-mail Address:** these expressions designate the electronic mail address of the Holder mandatorily provided in the Application Form, which shall be registered with the Bank for the purpose of exchanging e-mail communications related to the present agreement.

x) **Millennium Travel Solution:** Optional service, which can be added through the Millennium App to any of the holder's credit cards, with the exception of TAP cards, and for debit cards Prestige Debit and and Debit for holders aged between 18 and 30, which, upon payment of the Millennium Travel fee, grants for the chosen period the total exemption from the international service fee (ISF) on all transactions with the Card and application of a more favourable fixed fee on cash advances on credit and cash withdrawals at ATMs made with the Card in the EEA, and in the Rest of the World in any currency.

## Section II. Signing of the Agreement, Issuance of the Card, Right of Withdrawal

2.1. - By signing/accepting the Application Form and the present Clauses, the Applicant(s) request(s) and propose(s) to the Bank the attribution of the Card(s) that he/she has selected and ticked in the Application Form, and adhere to the present General Conditions of Use, and to the rights and duties of the Parties, herein agreed and which they undertake to comply with. This subscription can be made:

a) in person, with handwritten signature(s) on a paper support, or with a digital signature of the Applicant(s) made by his/her hand by means of an electronic pen on a tablet screen if, for this purpose, he/she has previously signed the Bank's Convention on the Use of Digital Signature;

b) remotely through the Bank's Internet Channel or Mobile Channel, with the introduction of a one-time password received at the Proponent's mobile phone number previously provided and recorded by the Bank - an option that is only available if the Proponent already has a User Code and a Multichannel Code assigned;

c) remotely through the Bank's Call Centre, within the scope of a communication made by voice telephone channel and recorded on

a phonographic support, with the consent declared by the Applicant duly recorded by this means.

2.2. – The attribution of a Debit and/or Prepaid Card to a customer who has not reached the age of majority, requires the authorization and signature of this Agreement, with additional subscription of a statement of responsibility, by the legal representative(s) of the minor. In the case of acceptance by the Bank, the Card will be issued in the name of the minor, who will be its Holder.

2.3. - It's the Bank's sole responsibility the decision to accept this contractual proposal and to award the requested Card(s), after which the Applicant becomes a Holder.

2.4. - In case of refusal of this contract proposal, it will be communicated to the Proponent(s), preferably by SMS to the Proponent's mobile phone number previously provided and recorded by the Bank. When the refusal is related to information contained in the Central Credit Register of Banco de Portugal, in the List of Cheque Defaulters (LUR) and/or in other databases under the legislation in force and considered useful for assessing the creditworthiness of the Proponent(s), the communication will preferably be sent by e-mail to the respective E-mail Address(es), or by letter to the postal address.

2.5. - After receiving by Millennium bcp (i) the completed Application Form with all the details of the Applicant(s) required therein, (ii) the General Conditions of Card Use, completed and signed/accepted by the Applicant(s), or with the declaration of their consent recorded in a phonographic support, (iii) and, in the case of Credit Card(s) with an Other Credit Institution Account with the form "SEPA Direct Debit Authorization Request" together with a document proving that the IBAN indicated corresponds to the account of the Card Holder / First Card Holder in the case of a Collective Card Account, this Agreement shall be deemed to have been entered into on the date on which the Bank notifies the Holder(s) of acceptance as follows

- a) in case of Debit or Pre-Paid card application, preferably by email to the respective Email Address, together with a copy of the application proposal along with a communication of acceptance;
- b) in the case of a Credit Card application,

by email to the respective Email Address, together with a copy of the application proposal along with a communication of acceptance and a copy of the duly filled in European Standardised Information Sheet.

2.6. - Whenever this contractual proposal has been submitted through a Remote Communication Channel, this Agreement is considered concluded on the date on which it is communicated to the Applicant(s), preferably by email sent to their email address(es) or postal address, a written declaration of acceptance of the contractual proposal, with a copy of this Agreement and, in the case of a Credit Card Application, with the corresponding European Standardised Consumer Credit Information Sheet.

2.7. - The Applicant(s)/Holder(s) shall identify in the Application Form the number of the associated current deposits account, and:

(a) in the case of Debit and/or Pre-Paid Card(s), must mandatorily indicate a BCP Account of their ownership, in whose balance they expressly authorise the Bank to make debits for payment of all obligations assumed and to be assumed by the Holder(s) arising from the ownership and use of the Card(s) selected and indicated in the Application Form, under the terms agreed upon in this agreement, including fees and other agreed charges;

b) in the case of a Credit Card(s), the First Holder - in the case of a Collective Card Account - must indicate in the Application Form a "**BCP Account**" or an "**Other Credit Institution Account**" of his/her/their ownership, for the payment of the amounts due to the Bank, and in the balance of which he/she/they authorises the Bank to respectively: (i) debit the BCP Account whose number is indicated in the Application Form, or (ii) send to the designated depository Bank instructions for debiting the Other Credit Institution Account identified in the "SEPA Direct Debit Authorization Request", for the payment of all obligations assumed and to be assumed by the Holder(s) arising from the ownership and use of the Credit Card(s) selected and indicated in the Application Form, in accordance with the terms of this agreement, including repayment of the credit used, interest, expenses, fees and other charges that are due in execution of this Agreement, and obliging to present

such account with sufficient funds available for this purpose, when due.

2.8. - In addition to these General Conditions of Use and the Application Form, duly filled in and signed/accepted by the Applicant(s), the following shall also form an integral part of this Agreement:

a) The Bank's acceptance communication referred to in the preceding clauses 2.5. and 2.6.;

b) In the case of a Credit Card application, the completed European Standardised Consumer Credit Information Sheet sent to the Applicant(s), and if applicable, the audio recording of the communications described in clause 9.4.;

c) In the case of an application for a Credit Card with an Other Credit Institution Account, the "SEPA Direct Debit Authorization Request" form duly filled in and signed, indicating the IBAN of the Other Credit Institution Account and authorising Banco Comercial Português, S.A. to send instructions to the depositary bank designated therein to debit the said account in accordance with the instructions of Banco Comercial Português, S.A., accompanied by a document proving that the indicated IBAN corresponds to the Card Account Holder ownership / First Holder in the case of a Collective Card Account;

d) All other communications between the parties, even if by telephone using a sound recording, related to the execution of this agreement and/or the amendments of the contractual conditions, namely the contacts foreseen in paragraph b) of clause 2.11.

2.9. - Upon the Bank's acceptance, the following payment instrument is issued:

a) in the Digital Format of the Card, i.e., by making available the Card full number, expiration date, and CVV (security code) in the Millennium App, enabling the respective Holder (who has previously subscribed to the Bank's remote communication channels, as provided for below in Section VI. Access to Millennium bcp's Remote Communication Channels), to access the respective consultation in the Millennium App, and its use in association with the MB WAY Service and/or Digital Wallets under the terms respectively indicated in paragraphs b) and following of clause 18.2. below, as well as in non-face-to-face transactions under the terms described in clause 18.3. below;

b) in the physical Card version, if so requested in the Subscription Form or later up to six months before the expiration date of the payment instrument; in this case, in sequence, the Holder will receive, on a different date and separately: (i) the Secret Personal Code of the physical Card (hereinafter the "PIN") needed to access and authentication of operations with the physical Card at ATM machines (ATM) and Automatic Payment Terminals (TPA) ; (ii) the physical Card; in the case of a minor Holder, the PIN is made available exclusively to the minor.

2.10. - When the Proponent asks to receive the physical Card personally and if the request is accepted by the Bank, the PIN can be personally delivered to the Holder. When the PIN is not personally delivered and/or in cases where the physical Card is requested through remote communication channels, the respective PIN will be sent alternatively:

a) If the Holder has chosen so, by SMS to the Holder's mobile phone number, an option which is only available if the Holder already has a User Code and a Multichannel Code and his/her mobile phone number is registered in the Bank, for Customer Strong Authentication effects (CSA); in this case, sending the PIN will only be made after the Holder confirms that he/she received the physical Card; or

b) By post.

2.11. - In the case of an application for a Credit Card under consideration, if before the sending of the Bank's communication of acceptance provided for in clauses 2.5. and 2.6., there is a quarterly change in the maximum Global Annual Effective Rate (*TAEG*) for Credit Cards disclosed by Banco de Portugal for each quarter of the calendar year, it is expressly agreed that:

a) in case of reduction to a lower amount than the one foreseen in the Credit Card application, this Contract will be immediately applied to the new maximum Global Annual Effective Rate (*TAEG*) permitted for Credit Cards, as published by Banco de Portugal and in force on the date of the sending of the communication of acceptance by the Bank, as they are more favourable to the Holder;

b) if the respective increase is higher than the previously disclosed value, the Bank will contact the applicant(s), preferably by

telephone using a phonographic recording, to present and propose the new maximum allowed annual percentage rate (*TAN*) and global annual effective interest rate (*TAEG*) for Credit Cards published by Banco de Portugal and in force; in this case, the Agreement is only concluded upon acceptance by the applicant(s) of the new *TAN* and *TAEG* conditions thus proposed.

2.12. - The Card (new, replaced, renewed) will be mailed to the postal address previously provided to the Bank by the. which the Holder must keep updated in accordance with clause 7.5. below. It is assumed that the Holder has received the Card so posted, on the seventh calendar day after the Card has been posted, unless the Holder acknowledges that he/she has not received it yet.

2.13. - If the postal services return the Card posted to the sender, due to an irregular address, namely due to the Holder's failure of the punctual observance to update his/ her postal address in accordance with clause 7.5. below, it is expressly agreed that that Card will be cancelled and its replacement shall be subject to previous indication and documentary evidence by the Holder of his/ her postal address corresponding to his/her updated domicile, made in person at one of the Bank's Branch.

3.1. - The Card, physical and digital, new or replaced, is always made available to the Holder in an inactive state, for security reasons, so the Holder must first carry out the respective activation:

- a) in the case of a Card in digital format, activation is carried out exclusively in the Millennium App;
- b) in the case of a physical Card, if the Holder has already subscribed to Millennium bcp's remote communication channels, activation can be carried out in the Millennium App or on the internet channel or via the Bank's Call Centre; or, it can be carried out in person at a Bank Branch.

3.2.- The Holder must sign the physical Card as soon as it is received.

3.3.- The Card is the Bank's property and is issued in the name of the Holder for his/her exclusive, personal and non-transmissible use.

3.4. - The Bank has absolutely no duty to check or monitor who uses the Card,

although it may do so from time to time for precautionary and preventative security reasons only.

3.5. - In accordance with the legislation in force, the Pre-paid card is considered as cash and, therefore, when it stores an amount equal to ten thousand Euros or above, the Holder/User is obliged to declare it to the competent authority from the Member State when entering or exiting the European Union, in accordance and for the purposes of Regulation (EU) 2018/1672 of the European Parliament and of the Council dated 23 October 2018.

4.1. - The Holder may revoke this Agreement, without having to state any reason:

- a) By written statement delivered in a Bank's Branch or sent by registered letter with acknowledgement receipt 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);
- b) By statement sent in a durable support in the Internet Channel, at [www.millenniumbcp.pt](http://www.millenniumbcp.pt), or through the Millennium App, option that is only available for Holders with a User Code and a Multichannel Code assigned.

In any case, the revocation declaration must be issued within fourteen calendar days from the date of the Bank's acceptance of this agreement proposal, as set forth in clauses 2.5. and following, above.

4.2. - If the Holder revokes the Agreement in accordance with the terms of the preceding clause, the Holder will be obliged to immediately pay to the Bank all the amounts due for the use of the Card(s), as well as, the interest due calculated based on the stipulated nominal rate, namely:

- a) The total amount resulting from all the Card uses, including through MB WAY Service and/or Digital Wallets;
- b) If applicable, the corresponding interest calculated at the remunerative interest rate(s) set out in the Appendix below, for the referred Card;
- c) The corresponding charges and fees applicable, as per the respective terms set out in the Appendix below;
- d) An indemnity of no less than the amounts corresponding to any non-refundable expenses paid by the Bank to any entity of the Public Administration, namely Stamp Tax on the use of the credit under item 17.2.1

and 17.2.4 of the TGIS (Stamp Tax General Table) and Stamp Tax on interest under item 17.3.1 of the TGIS, currently at 4% charged and delivered to the Tax Authority.

5. – The validity and efficacy of this Agreement and of each payment transaction carried out by the Holder under this Agreement does not depend on any purchase and sale/supply agreements between Holder(s) and sellers/suppliers of goods and services, to which the Bank is totally unrelated, even if the purchase is made through the use of a Credit Card, as the cumulative conditions of items i) and ii) of item o) of paragraph no. 1 of article 4 of Decree-Law 133/2009, of 2 June, are not met.

6.1. – For the use of each of the services covered by this Agreement, the Bank may request payment for the fees and corresponding charges indicated in the Appendix below.

6.2. The physical/digital Card annual fee is charged annually and in advance.

6.3. - In the case of Credit Card(s), interest will be charged on the credit uses contractually provided for at the respective Annual Nominal Rate (*TAN*) agreed upon for the applicable payment method, as indicated in the Annex below.

6.4. - During the validity period of this Agreement, the agreed Annual Nominal Rate (*TAN*) and Annual Effective Interest Rate (*TAEG*), as well as the applicable charges set out in the Annex below, may be altered:

a) by reason of alterations to the tax law applicable to this Agreement, namely alterations to the General Stamp Tax Table;

b) within the scope of contractual modifications operated under the terms foreseen in clauses 48.1. to 48.4. below;

c) outside the cases provided for in the preceding subparagraph, the alterations to the interest or exchange rates can be applied immediately and without prior notice if they are more favourable to the Holder or if they are based on reference interest or exchange rates, in which case the Bank should communicate these changes to the Holder, no later than during the month following the respective amendment.

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

7.1. - During the term of this Agreement, the Holder is entitled to receive at his/her request, at any time, the terms of the Agreement

in force at each moment, in digital format (computer file) made available to the Holder's Email Address or for consultation on the Bank's Internet channel (only for Customers with a User Code and Multichannel Code assigned for access on [www.millenniumbcp.pt](http://www.millenniumbcp.pt)). Alternatively, if the Holder so requests in person at any branch of the Bank, the terms of the Agreement will be provided to him/her in paper form.

7.2. - During the term of this Agreement, the Bank's communications to the Holder, including the availability of periodic statements, shall preferably be made by e-mail sent to the Holder's Email Address. The Bank may also send communications by SMS to the Mobile Phone Number of the Holder, for the purposes provided for in this Agreement.

7.3. - In case of change in the Holder's Electronic Mail Address and/or Mobile Phone Number, supplied to the Bank in the Application Form, each Holder undertakes to, respectively, always and promptly inform the Bank of such change and to supply his/her updated electronic mail address for contacts and communications with the Bank, as well as to indicate to the Bank the Mobile Number of the Holder updated at any time, for the purpose of Customer's Strong Authentication (CSA) and that, moreover, must always be the only one indicated and used by the Holder in the Bank's Remote Communication Channels, in the MB WAY Service and in the Digital Wallets to which he/she associates his/her Card(s).

7.4. - It is also expressly agreed that it is the exclusive responsibility of each Holder to ensure the assiduous and permanent updating and proper operation of the respective Electronic Mail Address and the Holder's Mobile Number indicated to the Bank for contacts and communications.

7.5. - The Holder's postal address provided to the Bank in the Application Form is considered, for the purposes of service or legal notification, to be the domicile agreed upon, and any subsequent alteration to the same must be promptly and immediately communicated to the Bank, with the indication and documentary evidence by the Holder of his new postal address corresponding to his updated domicile.

7.6. - Notwithstanding the preceding

provisions, written communications in paper sent by the Bank to the Holder will be sent to the postal address he/she indicated in advance to the Bank, at all times, in accordance with the provisions of the preceding paragraph.

7.7. - In the case of Collective Cards Accounts, unless otherwise expressly communicated to the Bank in writing, the First Holder shall represent the other Holders for the purpose of receiving any communications relating to this Agreement, which shall be deemed to be made to all the Holders.

8. - The Bank may, at any time, suggest to the Holder(s) the attribution of other Cards through the appropriate means (mail, telephone, internet, etc.).

#### **Section IV. Card Account Credit Limit - Only for Credit Card(s):**

9.1. - The use of the 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 Applicant(s) solvency.

9.2. - The Credit Limit assigned to the Card Account is set by the Bank.

9.3. - The Credit Limit set by the Bank may be different from that initially requested by the Applicant(s) and/or subsequently requested by the Holder(s) during the term of this Agreement but will never exceed the maximum amount requested by the Applicant(s) at any given time.

9.4. - If the Bank decides to grant a Credit Limit lower than the one requested, the acceptance communication of the contractual proposal, foreseen in the preceding clauses 2.5. and 2.6. shall be preceded by contact preferably by telephone, using a sound recording, with the Applicant(s), to reach an agreement on the Credit Limit to be granted, as well as, the corresponding interest rate and associated charges.

9.5. - In the case of Collective Card Accounts, the Credit Limit of the Card Account and, if applicable, the maximum usage limit of each of the Credit Card issued, will be communicated in writing to the First Holder, who shall inform other Holders of the Collective Card Account and coordinate with them the usage of their corresponding cards in order to prevent the Credit Limit from

being exceeded.

9.6. - The Credit Limit must not be exceeded under any circumstances. The Bank reserves the right not to accept any payment transactions exceeding the Credit Limit of the Card Account and in the event of the Credit Limit being exceeded:

a) charge an Excess Credit Limit Fee for the provision of this additional service in the amount set out in the Annex, by debiting the Card Account; and

b) debit the Card Account with the excess amount and interest may be charged at the Annual Percentage Rate (APR); in case of a Credit Card with BCP Account, the Bank may also immediately debit the amount overdue to the BCP Account which the Holder(s) must maintain with sufficient funds available for this purpose; if the BCP Account is not sufficiently funded to support the debit referred to above, the Bank may legally set off its credit against any other claims of the Holder(s) against the Bank.

9.7. - Each Holder is obligated to report to the Bank any circumstances able of modifying his/her personal and/ or assets situation which may affect his/her capacity to comply with the obligations set in this Agreement.

9.8. - Notwithstanding the preceding paragraph, the Bank will decide on any request to increase the Credit Limit submitted by the Holder(s) by communicating its decision in writing to the Holder/First Holder in the case of a Collective Card Account, preferably by email to the Email Address(es) of the Holder(s), or by letter to the postal address of the Holder(s).

9.9. - During the term of the Agreement, the Bank may propose an increase of the Credit Limit, by means of a written prior notice sent preferably by email to the email address of the Holder / First Holder in case of a Collective Card Account, no less than two months before the date foreseen for the increase to come into force. The Holder may accept or reject such increase in the Credit Limit proposed by the Bank. It is expressly agreed that, in the event of the Holder's subsequent silence, he/she will be deemed to have tacitly accepted the proposal to increase the Credit Limit communicated by the Bank, unless, before such proposal comes into effect, the Holder notifies the Bank that he/she does not accept it. The proposed Credit Limit



increase will not be applied, in case the Holder informs the Bank, by registered mail with acknowledgement of receipt or by any other means with a written record, that he/she does not accept this proposal before the date foreseen for its entry into force; in this last case, the Credit Limit then in force will be maintained.

9.10. - The Bank may, at its discretion, propose to reduce the current Credit Limit by giving written notice to the Holder / First Holder in case of Collective Card Accounts, at least two months prior to the effective date of the new Credit Limit, subject to the terms of clauses 48.2. to 48.4. below.

## **Section V. Association of digital and/or physical Card to MB WAY Service and/or Digital Wallets**

### **MB WAY Service:**

10.1. - MB WAY Service is an application developed and managed by SIBS - Forward Payment Solutions, S.A. (SIBS FPS), for mobile devices with iOS, Android or Windows operating system, which allows the Holder to associate one or more Cards to the Mobile Number of the Holder to perform the following **“MB WAY Transactions”**:

- a) generate MB NET virtual cards;
- b) payments with MB WAY at retailers participating in MB WAY; this MB WAY functionality is not available for Credit Card(s) with Other Institutions Account and TAP Classic, TAP Gold and TAP Platinum Card(s);
- c) ordering and receiving MB WAY transfers; this MB WAY functionality is not available for Credit Card(s);
- d) make cash withdrawals at ATM Multibanco without the presence of the physical Card; this MB WAY functionality is not available for the Prepaid Card in Prepaid version (1), nor for Credit Cards.

10.2. - The MB WAY Service is regulated by the conditions set out in this Agreement and those contained in the MB WAY App.

10.3. - The subscription to the MB WAY Service of any of the Cards listed in the Membership Application may, by option of the respective Holder, be done at an ATM of the Multibanco Payment Brand as follows:

- a) Select the “MB WAY” option at the ATM, insert the Holder’s Mobile Phone Number [corresponding to the one previously

informed and registered with the Bank for the purposes of Customer’s Strong Authentication (CSA)], and define a six-digit MB WAY PIN for confirmation of MB WAY Transactions; and

b) The Holder must always ensure that he/she enters his/her own mobile phone number and that it always corresponds to the Holder’s mobile phone number previously informed and registered with the Bank for the purposes of Customer’s Strong Authentication (CSA), as well as that the MB WAY PIN is defined by himself/herself, being confidential and non-transferable; and

c) The subscription and use of MB WAY also implies the installation of the MB WAY App on the Holder’s mobile device, which allows the confirmation of MB WAY Transactions through the introduction of the “MB WAY PIN” in the MB WAY App and ensures the necessary data transmission for the transactions to be completed.

10.4. - Without prejudice to the provisions of clause 10.10. below, in the case foreseen in the preceding paragraph, the activation of the MB WAY Service by the Bank requires:

- a) the prior downloading of the MB WAY App, developed by SIBS - Forward Payment Solutions S.A. (SIBS FPS), in the mobile device of the Holder, as well as the respective updates;
- b) The Holder’s acceptance of the conditions of use of the MB WAY App and the confirmation of the Mobile Number of the Holder; and also,
- c) The confirmation by the Bank, directly or through SIBS FPS, of the activation of the MB WAY Service, by sending an SMS message to the Mobile Phone Number of the Holder, with an activation code.

10.5. - Without prejudice to the provisions of clause 10.10. below, once the MB WAY App is installed and the MB WAY Service is activated, the performance of MB WAY Transactions also requires the cumulative verification of the following conditions:

- a) Maintenance, at all times, of the Mobile Number of the Holder registered in the MB WAY App active and in full operation.
- b) Guarantee that the mobile device on which the MB WAY App has been downloaded is able to receive the message requesting confirmation of the MB WAY Transaction (push notification).

10.6. – On mobile devices with compatible operating system, the Holder may choose to activate the authentication of MB WAY Transactions through his/her biometric data (Face ID or Touch ID), as an alternative to entering the MB WAY PIN.

10.7. - The Holder undertakes to keep the MB WAY PIN strictly confidential, for the confirmation of MB WAY Transactions, and to ensure the exclusive and careful use of the biometric data (Face ID or Touch ID) that he/she establishes for this purpose, as well as that the Holder's Mobile Phone Number associated to the MB WAY Service, as well as the mobile device and the MB WAY App installed therein, are used exclusively by him/her.

10.8. - For security reasons, after 3 (three) wrong attempts to enter the MB WAY PIN, the MB WAY Service will be automatically blocked. The Holder may reactivate the MB WAY Service by setting a new MB WAY PIN at any ATM of the Multibanco Payment Brand.

10.9. - In case of fraud, loss, theft, robbery or misappropriation of the mobile device(s) used by the Holder for the MB WAY Service, as well as of the identifier(s) and/or of his/her MB WAY PIN, the Holder must immediately cancel the MB WAY Service at an ATM of the Multibanco Network and notify the Bank, without any unjustified delay, by telephone or other more expeditious means. This telephone communication should be made to the phone numbers listed in Clause 34.1. below, with permanent customer service - 24 hours/day, 365 days/year. In addition, the Holder must also comply with this provisions of clauses 34.3. and 34.4. below.

10.10. - The Holder accepts that upon installation and activation of the Millennium App, the Holder's Card(s) issued by the Bank will be automatically enrolled in the MB WAY Service. In this case, the MB WAY Service will become active and available on the Millennium App and will be provided to the Holder through the Millennium App, under the following conditions:

a) The installation of the Millennium App on the mobile device and with the Holder's Mobile Phone Number previously provided to the Bank for the purpose of Customer's Strong Authentication (CSA), and upon acceptance by the Holder of the Millennium App Conditions of Use; and

b) The maintenance, by the Holder, of his/her active Multichannel Code, to access and confirm transactions in the Millennium App on his/her mobile phone, including MBWAY Transactions carried out therein; and

c) The Holder authorises the access to the geographical location of his/her mobile device while using the Millennium App, for additional security reasons; and

d) The Millennium App will be preferentially invoked when downloaded simultaneously with the MB WAY App on the same mobile device of the Holder.

e) The Holder authorises the Bank to access the contacts of his/her mobile device to identify the Millennium App/MB WAY Service subscribers, as well as, to use such information to provide the Holder with the Service.

10.11. - The Holder may cancel the MB WAY Service at any time:

a) at an ATM of the Multibanco Payment Brand; or

b) in the Millennium App: access the MB WAY icon in the Millennium App, select the cogwheel and, highlighted at the bottom of that page, select the option "*Cancelar a sua adesão ao MB WAY / Cancel your MB WAY membership*".

10.12. - Cancellation of the MB WAY Service does not determine the cancellation of the Card(s) associated with MB WAY.

10.13. - The cancellation of the Card associated with the MB WAY Service will result in the termination of the MB WAY Service for that corresponding Card.

10.14. – Subject to the prior fulfilment of the requirements listed in the preceding paragraphs of clause 10.10., the Millennium App grants the Holder the possibility to, if he/she additionally wishes, use the Virtual Keyboard Service on his/her mobile phone, which allows him/her to access a virtual keyboard chosen from a messaging App (namely Facebook or Messenger or WhatsApp), to order and receive Debit Card based transfers in the terms described below.

10.15. - Except with the Credit Card(s), the Holder may also order or receive, through the MB WAY Service, transfers only with the indication of the mobile phone number of the Beneficiary/Ordering Party, respectively, up to the limits in number and amount that at each moment are defined by the Bank. For

this purpose, the Holder authorises access to the contacts on his/her mobile device to identify those who subscribe to the MB WAY Service, and the use of such data to provide this service to the Holder. Transfers made through the MB Way Service are executed on the same day, subject to verification of the following requirements and conditions:

a) When more than one Card is associated to the Holder's Mobile Phone Number, the Holder must select the Card associated to the bank account chosen for the credit of the MB WAY Transfers of which he/she is a Beneficiary. In the absence of such indication, each MB WAY Transfer that is intended to him/her will be subject to the Holder's selection of the Card associated to the bank account to which he/she wishes the funds transferred to him/her to be credited.

b) With each MB WAY Transfer ordered by the Holder, he/she acknowledges and accepts that the corresponding recipient will only receive the transferred funds if and when he/she is already or also becomes a member of the MB WAY Service, even if with another bank and, in turn, indicates his/her payment card associated with the bank account to which he/she wishes the transferred funds to be credited; otherwise, that MB WAY Transfer ordered by the User will not be executed, and the amount to be transferred will not be debited from the User's bank account, and this attempted transfer will not imply any costs for the ordering Holder. In this case, the Bank cannot be held responsible for the non-execution of the transfer.

10.16. - Except with a Credit Card, in the scope of the MB WAY service, the Holder may also withdraw cash from ATMs of the Multibanco Payment Brand(s), without needing to have the physical Card present. For this purpose, the Holder must generate, in the MB WAY App or in Millennium App, a 10-digit code that will allow him/her to withdraw money at any ATM of the Payment Brand(s) present in the Card associated to MB WAY (except with the Credit Card). The Holder may generate the number of codes he/she wishes, up to the daily maximum withdrawal limit of 400€ at the ATM. If the Holder has more than one Card associated to the MB WAY, he/she may select the Card to which he/she intends to associate the withdrawal at stake and select "*Levantar Dinheiro / Withdraw Cash*"

(except with the Credit Card). If the Holder prefers, he/she can define a default Card (preferential) to carry out that operation. The withdrawal code is valid for half an hour and can only be used once. After this time limit, the code generated will expire being necessary repeating the process to generate a new code in the App. At the moment when the Holder generates the code in the App, he/she can send it to anyone in the contact list or directly enter the phone number of the intended beneficiary. The use/sharing of the withdrawal code is always the responsibility of the Holder who generates the code in the App. After using the withdrawal code, the Holder always receives a notification that the code has been successfully used. The Holder can check the status of the withdrawal code in the App notifications area (expired, already used, valid but not used, successfully used) and the money withdrawal can be consulted in the list of transactions of the Card used to generate the code.

10.17. - Except with Credit Card with Other Credit Institution Account and TAP Card(s), the Holder may, through the MB WAY App or the Millennium App, make MB WAY Transactions to pay for goods and services to commercial establishments in Portugal and abroad, which accept MB WAY, in the following modalities:

a) face-to-face payments at the Retailer's TPA;

b) remote payments; in this modality, in addition to remote one-off payments, the "MB WAY Authorised Payments" function is also available, which enables the creation and/or alteration of an authorization for the subsequent execution of various payments to the same retailer, based on the same payment card, subject to the maximum monthly limit and expiry date set by the Holder for this purpose;

c) using the "Pay with MB WAY - QR Code Express" function, whereby by reading a QR Code with the Millennium App, it is possible to pay for (i) the purchase of a physical good for immediate delivery, (ii) the purchase of a physical good for later delivery, (iii) the purchase of a good or service in digital format.

10.18. - In the scope of the MB WAY Service, the Holder may also, through the MB WAY App or Millennium App generate MB NET card

number(s), i.e., of a temporary virtual card number for distance payment in Portugal and abroad of a single online purchase or recurrent online purchases from the same retailer.

10.19. – The Holder may change:

- a) the Mobile Phone Number associated to the MB WAY Service in an ATM of the Multibanco Payment Brand, but only provided that the new number matches and corresponds always to the Holder's Mobile Phone Number previously provided to the Bank for Customer's Strong Authentication (CSA) purposes, which must always and mandatorily be the one indicated and used by the Holder in the MB WAY Service;
- b) in the case of electronic mail address associated to MB WAY, the change can be made through the MB WAY App.

10.20. - The Holder undertakes to inform the Bank of any changes to the data provided when signing up for the MB WAY Service, updating them using the "Alterar Dados/ Change Data" option in the MB WAY App, or through an ATM of the Multibanco Payment brand, and ensuring that they are always up-to-date and correct, without prejudice to the provisions of the previous clause.

## Digital Wallets:

### Apple Pay Service:

11.1. - The Apple Pay Service is a Digital Wallet developed and managed by Apple for Apple-branded mobile devices, allowing the Holder to add one or more international Cards to an eligible Apple-branded device (iPhone, iPad, Apple Watch) of the Holder to make online payments at Apple Pay retailers, as well as to make in person payments at physical shops that accept Apple Pay, including without the presence of the physical associated Card (the "Apple Pay Transactions").

11.2. - Joining Apple Pay is an option of the Holder's sole responsibility, which can be done through manual entry or image capture of the Holder's name, Card number, expiry date and security code (the last 3 digits printed near the Card signature panel) in the Apple Wallet App or Millennium App and the definition by the Holder of a secret code and/ or biometric data (Face ID or Touch ID) to access and confirm Apple Pay Transactions.

11.3. - The Apple Pay Service is regulated by

the clauses in this Agreement and by the terms of use set forth by Apple displayed on the Holder's eligible Apple brand device. The Bank reserves the right to verify the details of each Card provided by the Holder for Apple Pay subscription and to decide whether it may use it within the scope of the Apple Pay Service.

11.4. - The provision of the Apple Pay Service requires:

- a) An eligible Apple-branded device (iPhone, iPad, Apple Watch) of the Holder with the latest version of iOS, watchOS and Apple ID logged into iCloud, and with the Holder's Mobile Phone Number, which must always match the one previously informed and registered with the Bank for the purpose of Customer's Strong Authentication (CSA);
- b) The Holder's acceptance of the Apple defined terms of use displayed on the Holder's Apple brand eligible device and the confirmation of his/her mobile phone number; and
- c) Confirmation by the Bank, directly or through Apple, of the activation of the Apple Pay Service, by sending a push notification to the Holder's Mobile Number, which redirects them to the Millennium App, to a screen with an activation code that must be entered in the Apple Pay APP.

11.5. - Once the Apple Pay Service is activated, making Apple Pay Transactions also requires the cumulative verification of the following conditions:

- a) Maintenance, at all times, of the eligible Apple-branded device (iPhone, iPad, Apple Watch) of the Holder registered with Apple Pay active and fully functioning, and Apple ID logged into iCloud.
  - b) The validity and full effectiveness at all times of the Card added to the Apple Wallet.
- 11.6. - The Holder must keep the secret code for accessing and authenticating Apple Pay Transactions confidential and ensure an exclusive and careful use of his/her biometric data (Face ID or Touch ID) established for such purpose, and that the mobile device and App Wallet are used exclusively by him/ her.

11.7. - In case of fraud, loss, theft, robbery or misappropriation of the mobile device(s) used by the Holder for the Apple Pay Service, as well as of the identifier(s) and/ or his/ her PIN(s), the Holder must immediately

cancel the Apple Pay Service with Apple, at iCloud.com, and notify the Bank, without any unjustified delay, by telephone or other more expeditious means. This telephone communication should be made to the phone numbers listed in Clause 34.1. below, with permanent customer service - 24 hours/day, 365 days/year. In addition, the Holder must also comply with this provisions of clauses 34.3. and 34.4. below.

11.8. - The Holder may cancel the Apple Pay Service by deleting from the Apple Wallet all Card(s) he/she has added or just the Card(s) for which he/she wishes to terminate that service; however, cancellation of the Apple Pay Service does not alone cancel the associated Card(s).

11.9. - The cancellation of a Card added to Apple Wallet will terminate the Apple Pay Service concerning that Card.

11.10. - The Holder must notify the Bank of any changes to the data provided when signing up for the Apple Pay Service, and ensure it is up to date and correct at all times.

### **Google Wallet Service:**

12.1. - The Google Wallet Service is a Digital Wallet developed and managed by Google, called Google Wallet App, intended for mobile devices with Android operating system and Smartwatches with Wear OS operating system, which allows the Holder to add one or more international Cards to his/her Android mobile phone with the Holder's Mobile Phone Number, to make online payments at retailers joining Google Wallet, as well as make contactless in person payments in physical shops accepting Google Wallet, including without the presence of the physical associated Card (the "Google Wallet Transactions").

12.2. - The subscription is at the holder's sole option and can be done by the manual entry or image capture of the holder's name, Card number, expiry date and security code (the last 3 digits printed near the signature panel of the Card) into the Google Wallet App or Millennium App and the setting by the holder of a secret code and/or biometric data (Face ID or Touch ID) to access and confirm Google Wallet Transactions.

12.3. - The Google Wallet Service is governed by the clauses contained in this Agreement and by the terms of use set out by Google and

presented to the holder upon subscription.

12.4. - The Bank reserves the right to verify the details of each Card provided by the Holder for Google Wallet subscription and to decide whether it may use it within the scope of the Google Wallet Service.

12.5. - The provision of the Google Wallet Service requires:

a) A mobile device of the holder with the latest version of the Android operating system and the holder's Mobile Number, which must always correspond to the one previously informed and registered with the Bank for the purposes of Customer's Strong Authentication (CSA);

b) the Holder's acceptance of the terms of use set out by Google displayed on the Google Wallet App and confirmation of his/her/their Mobile Phone number; and

c) Confirmation by the Bank, directly or through Google, of the activation of the Google Wallet Service, by sending a push notification to the Holder's Mobile Number, which redirects them to the Millennium App, to a screen with an activation code that must be entered in the Google Wallet APP.

d) Once the above-mentioned requirements are fulfilled, the Holder will also be able to use the Google Wallet Service on his/her Smartwatch with Wear OS operating system, by previously pairing it with his/her mobile device with the Holder's Mobile Phone Number and following the remaining steps indicated by the device for that purpose.

12.6. - Once the Google Wallet Service is activated, making Google Wallet Transactions also requires the cumulative verification of the following conditions:

a) Maintaining, at all times, the holder's Android mobile device / Smartwatch with Wear OS operating system registered with Google Wallet active and fully functioning, and/or his/her other pre-defined identifiers.

b) The validity and full effectiveness at all times of the Card added to the Google Wallet App.

12.7. - The holder undertakes to keep the secret code (password) he/she chooses for accessing the Google Wallet App confidential and to ensure an exclusive and careful use of his/her biometric data (Face ID or Touch ID) that he/she chooses for confirming Google Wallet Transactions, as well as that the mobile device and the Google Wallet App

are used exclusively by him/her.

12.8. - In case of fraud, loss, theft, robbery or misappropriation of the mobile device(s) used by the Holder for the Google Wallet Service, as well as of the identifier(s) and/or his/her PIN(s), the Holder must immediately cancel the Google Wallet Service with Google, at icloud.com, and notify the Bank, without any unjustified delay, by telephone or other more expeditious means. This telephone communication should be made to the phone numbers listed in Clause 34.1. below, with permanent customer service - 24 hours/day, 365 days/year. In addition, the Holder must also comply with this provisions of clauses 34.3. and 34.4. below.

12.9. - The Holder may cancel the Google Wallet Service by deleting from the Google Wallet App all Card(s) he/she has added or just the Card(s) for which he/she wishes to terminate that service; however, cancellation of the Google Wallet Service does not alone cancel the associated Card(s).

12.10. - The cancellation of a Card added to the Google Wallet App will terminate the Google Wallet Service concerning that Card.

12.11. - The Holder must notify the Bank of any changes to the data provided when joining the Google Wallet Service, and ensure it is up to date and correct at all times.

### **Service(s) Garmin Pay/ SwatchPAY!:**

13.1. - The Garmin Pay Service is a Digital Wallet developed and managed by Garmin, available for IOS or Android, that allows the Holder to add one or more international Cards to an eligible Garmin-branded smartwatch through the Garmin Connect App installed on a mobile device with the Holder's Mobile Phone Number, in order to make contactless payments at retailers accepting Visa or Mastercard brands, without the physical presence of the associated Card (the "Garmin Pay Transactions").

13.2. - Subscribing Garmin Pay and adding a Card to an eligible Garmin smartwatch is an option of the exclusive responsibility of the Holder, which may be done by manually entering the Card number, expiry date and the security code (the last 3 digits printed near the signature panel of the Card) in the Garmin Connect App, as well as, the definition by the Holder of a secret code to access and confirm the Garmin Pay Transactions.

13.3. - The Garmin Pay Service is regulated by the clauses set out in this Agreement and respectively the conditions of use set out by Garmin displayed on the corresponding Holder's eligible smartwatch brand.

13.4. - The SwatchPAY! Service is a Digital Wallet developed and managed by Swatch, called the SwatchPAY! by wearonize App, available for iOS or Android, which allows the Holder to add one or more Visa Payment Brand Cards to a Swatch Watch of the Holder with contactless payment function and paired with a mobile device with the Holder's Mobile Phone Number, to perform contactless payment transactions without the physical presence of the associated Card (the "SwatchPAY! Transactions"). Joining SwatchPAY! and adding a Card to an eligible Swatch watch is an option of the exclusive responsibility of the Holder, which can be done by manually entering the Card number, expiry date and security code (the last 3 digits printed near the signature panel of the Card) into the SwatchPAY! by wearonize App and the Holder setting a secret code to access and confirm SwatchPAY! Transactions.

13.5. - The SwatchPAY! Service is regulated by the clauses set out in this Agreement and the conditions of use set out by Swatch and presented in the SwatchPAY! App by wearonize.

13.6. - The Bank reserves the right to verify the data of each Card provided by the Holder to join the Garmin Pay and/or SwatchPAY! Service and to decide whether he/she can use it in the context of that.

13.7. - The provision of the Garmin Pay and/or SwatchPAY! Service, respectively, requires:

- a) An eligible device of the brand corresponding to the relevant Service of the holder with iOS or Android operating system, and paired(s) with the mobile device with the holder's Mobile Number previously informed and registered with the Bank for the purpose of Customer's Strong Authentication (CSA);
- b) The acceptance by the Holder of the conditions of use set out in the said Service App displayed on the brand eligible device; and

c) Confirmation by the Bank, directly or in the App of the said Service, of the activation of the referred Service, by sending a push notification to the Holder's Mobile Number, which redirects them to the Millennium App,

to a screen with a code to be entered in the respective App.

13.8. - Once the Service in question is activated, the carrying out of Garmin Pay Transactions / SwatchPAY! Transactions, respectively, also requires the cumulative verification of the following conditions:

a) Maintenance, at all times, of the brand eligible device corresponding to the Service in question of the Holder, registered in the Service in question, active and in full operation, and/or its other pre-defined identifiers.

b) The validity and full effectiveness at all times of the Card added to the Service at stake.

13.9. - The Holder must keep the secret code for access and authentication of the Transactions Garmin Pay Transactions / SwatchPAY! Transactions respectively, confidential, and his/her mobile device and the App(s) installed on it used exclusively by him/her.

13.10. - In case of fraud, loss, theft, robbery or misappropriation of the mobile device(s) used by the Holder for the Service referred to, of the identifier(s) and/or of his/her secret code, the Holder must, as the case may be, immediately communicate the occurrence to the Bank, without any unjustified delay, by telephone or by any other more expeditious means. This telephone communication should be made to the phone numbers listed in Clause 34.1. below, with permanent customer service - 24 hours/day, 365 days/year. In addition, the Holder must also comply with these provisions of clauses 34.3. and 34.4. below.

13.11. - The Holder may cancel the Garmin Pay Service / SwatchPAY! Service, by deleting from the corresponding App all the Card(s) he/she has added there or only the Card(s) to which he/she wishes to terminate that Service; however, cancellation of the Garmin Pay Service / SwatchPAY! Service does not alone cancel the associated Card(s).

13.12. - The cancellation of the Card added to Garmin Pay / SwatchPAY! Service will result in the termination of the Service regarding that Card.

13.13. - The Holder must notify the Bank of any change to the data provided when subscribing to Garmin Pay / SwatchPAY! and ensuring that they are always up-to-date

and correct.

## **Section VI. Millennium bcp Access to Remote Communication Channels**

14.1. - The Cardholder may join the Bank's remote communication channels by express request expressed (i) in person at a Bank Branch, (ii) by inserting the Card in an ATM, selecting the option "Register at millennium.bcp.pt" and following the subsequent steps presented on screen, (iii) in the Millennium App selecting the option "I am already a Customer, I want to use the App", or (iv) in the Bank's website at [www.millenniumbcp.pt](http://www.millenniumbcp.pt) clicking on the options "Register" / "How can I obtain the access data" / "I don't have or I lost the Multichannel Code". According to additional procedures and steps presented in each of the means indicated, the Holder may be assigned a Multichannel Access Code, a User Code, as well as a code called Confirmation Key. These codes grant the Holder access to the Bank through the following remote communication channels:

a) Voice Telephone Channel (also called "Call Centre" or "Contact Centre" of the Bank through the telephone numbers 00351 21 005 24 24 (call to national landline network), 91 827 24 24 / 93 522 24 24 / 96 599 24 24 (call to national mobile network).

b) Internet – the Customer's access to the Bank's website at Internet.

c) Mobile Channel - the Customer's access to the Bank using Mobile Web, Mobile SMS, Millennium Apps, MBolsa App, Apple Watch and other extensions of the Apps;

d) Millennium Teller Machine, hereinafter referred to as MTM - selfbanking ATM machine for the Customer to access the Bank wherein the Customer can view account information, make cash/cheque banking operations and subscribe to financial products and services autonomously or with assistance (in person or remotely, being the latter made with Authentication Code).

14.2. - The aforementioned remote communication channels are channels enabling the Customer's remote access to the services that, at each moment, the Bank has available in those channels, for the celebration of legal acts and businesses by the Holder within the scope of the bank relation established with the Bank, in its capacity as credit institution and insurance agent,

allowing the Holder access to the current deposits account(s) held by him/her in order to consult, obtain information and carry out transactions, and to contract financial products and services remotely. For this purpose, legal acts and transactions within the scope of the banking relationship are considered to be all those related, namely, to payment services, including Cards and direct debits, accounts transaction, contracting of credit operations, registration, deposit and operations on financial instruments, conclusion and execution of Life and Non-Life insurance contracts, accidents management, conclusion of acquiring contracts, TPA requisition/use, cheque requisition, setting up, reinforcement and settlement/demobilization of term deposits, purchase and sale of foreign currency, among others that the Bank makes available in the above mentioned remote communication channels.

14.3. - On the Internet and Mobile Channels, exclusively for access, electronic identification, and proof of identity of the Holder, he/she may choose, as an alternative to the use of the codes foreseen in the previous paragraphs of this clause, for the use of the Mobile Digital Key, made available by the Portuguese State under the terms of the legislation in force. In this case, it is hereby expressly agreed that the electronic identification of the Holder through the Mobile Digital Key grants the Bank legitimacy to grant the same access to the chosen Internet or Mobile channel, to the Holder's financial products and services and, if applicable, to the Holder's current deposits account(s) with the Bank.

14.4. - For the execution of certain legal acts or transactions on the aforementioned remote communication channels, namely to carry out payment transactions of a significant amount executed by debiting the current deposits account or an account related to the service, additional recognition may be required through (i) a Customer's Strong Authentication (CSA) system - confirmation of the transaction with biometric data or a single Authorization Code generated and sent by SMS to the Holder's mobile phone number at the time of the transaction, or (ii) the confirmation of the transaction with random positions of a secret personal code - Confirmation Key, previously assigned by

the Bank.

15.1. - Regarding the Customer who has not reached the legal age of 18, the respective Legal Representative(s) may request the Bank, by express written request, to assign to the minor a Multichannel Access Code at the Contact Centre, Internet, Mobile and MTM channels, as well as, for the latter two channels, the respective User Code, the Bank being free to accept or not the attribution of said Codes. If approved by the Bank, the aforementioned User Code and Multichannel Access Code will only allow the minor to consult balances and transactions.

15.2. - In the case foreseen in the preceding paragraph of this clause, the Multi-Channel Access Code and the User Code are personal and non-transferable and will be delivered exclusively to the minor, who must always maintain their confidentiality and observe a careful, reserved and exclusively personal use, being the Legal Representative(s) responsible before the Bank for their appropriate and responsible use.

## Section VII. Convention on Proof

16.1. - The use of the Card, including through Digital Wallets or the MB WAY Service or through access by the Holder to the Millennium bcp Remote Communication Channels, namely, to access the current deposits account and other related accounts of the Holder and to perform consultations, information requests, transmission of orders or instructions, or subscription of products and services are subject, according to the corresponding procedures defined, to the correct use by the Holder:

- a) of the physical Card PIN referred to in clause 2.9.b) above.
- b) of the MB WAY PIN;
- c) of the biometric data of the Holder (Face ID or Touch ID) that he/she establishes as an alternative to the introduction of the respective codes for (i) access and authentication of MB WAY Transactions; (ii) for access and authentication of the Holder in the Millennium App; (iii) for access and authentication of Digital Wallets Transactions,
- d) Of each secret code / password defined by the Holder for access to the Millennium App and access and authentication of Digital Wallets Transactions.



e) The Holder's Multichannel Access Code, User Code, Authorization Code, code designated as Confirmation Key, the Mobile Digital Key, in accordance with the provisions of this agreement;

f) The Mobile Phone Number of the Holder (previously provided and registered with the Bank for the purpose of the Holder's Strong Authentication);

g) Of the PIN 3D Secure mentioned in clause 18.3. b) hereunder.16.2. - All secret codes and the other elements and security devices of the Holder indicated in the paragraphs of the preceding number, constitute the Holder personalised security credentials, which allow the Bank, according to the respective identification and authentication procedures defined identify the Holder, confirm the validity of the use of the payment instrument and attribute to the Holder authorship of the orders transmitted, constituting an electronic signature subject to an individual and exclusive right of the Holder, whose use in electronic data processing proves that the business declarations thus electronically transmitted to the Bank are of the Holder's authorship.

16.3. - The Holder accepts the legal equivalence of the aforementioned personalised security credentials of the Holder to his/her handwritten signature. It is expressly agreed, under the terms and for the purposes of paragraph 9 of art. 3 of Decree-Law no. 12/2021 of 9 February, that the correct use of the aforementioned personalised security credentials of the Holder, according to the procedures defined and requested in the remote communication channels used, will have the same legal and evidential value as the Holder's handwritten signature on paper.

### **Section VIII. Holder's obligations in respect of the digital and physical Card and its personalised security credentials**

17.1. - The Holder undertakes to take all reasonable care and diligence measures to preserve the security of the Card(s), and of the respective data (full number, expiration date and CVV), as well as of the MB NET virtual card numbers that he/she requests in the MB WAY Service and must also keep strict secrecy and guarantee the security

and confidentiality of his/her personalised security credentials defined in the clauses of the preceding Section VII. (Convention on Proof), its transmission and use by third parties being forbidden.

17.2. - The Holder's personalised security credentials are for the exclusive knowledge and personal and reserved use of the Holder, who is required to adopt all appropriate measures and precautions to guarantee the security and confidentiality of the same in order not to allow their knowledge, access and use by third parties.

17.3. - The physical Card PIN, the MB WAY PIN defined by the Holder, the biometric data of the Holder (Face ID or Touch ID) that the Holder establishes as an alternative to the introduction of the respective codes for (i) access and authentication of MB WAY Transactions; (ii) for access and authentication of the Holder in the Millennium App; (iii) for access and authentication of Digital Wallets Transactions, as well as, each secret code/password and/or defined by the Holder for access to the Millennium App and access to authentication of Digital Wallets Transactions, the Mobile Digital Key, the User Code, the Multichannel Access Code, the Confirmation Key and the authentication codes presented to the Holder for the purpose of strong authentication are confidential and non-transferable, whereby the Holder cannot allow or facilitate their knowledge and use by third parties, even if they are his/her representatives, being obliged to maintain at all times the respective confidentiality and a careful, reserved and exclusively personal use.

17.4. - Namely, the Holder must memorize the Card PIN, the MB , WAY PIN PIN defined by the Holder, each secret code / password and / or defined by the Holder to access the Millennium App and access and authentication of transactions Digital Wallets, as well as the Mobile Digital Key of the Holder, the Multichannel Access Code, the User Code, the code called Confirmation Key, destroying the respective envelope/supporting information of the same (these), and must never leave them in a visible, accessible and/or noticeable place to third parties, and especially must never write them down in a medium easily accessible to others, neither on the Card itself, nor on any

other document or support that you have with the Card, nor on your mobile device with the Mobile Phone Number of the Holder.

17.5. - When changing the PIN of the physical Card at any Automated Teller Machine (ATM) in Portugal and/or when setting/modifying any of the personalised security credentials referred to in the preceding Section, the Holder must not at any time reproduce or relate it to personal identification details such as combinations of 4 or more obvious digits (for example year of birth or birthday day and month) and/or easily discernible to third parties, including in the event of loss, theft or misplacement of the Card.

17.6. - The Holder also undertakes to take all reasonable care and diligence measures to safeguard and preserve:

a) The exclusive, private and confidential use of his/her biometric data (Face ID or Touch ID) to confirm MB WAY Transactions and/or to access and authenticate Digital Wallets Transactions, and/or to access and authenticate the Millennium App.

b) The ownership, security and exclusive, reserved and confidential use at all times of his/her mobile device with the Holder's Mobile Number;

c) The exclusive, reserved and confidential use at all times of the Holder's Email address associated with the use of the Card through Digital Wallets or the MB WAY Service and provided to the Bank for the exchange of communications and electronic identification of the Holder with the Bank. d) The confidentiality and exclusively personal and reserved use of each Authorisation Code that the Bank sends by SMS to the Holder's Mobile Number or generated via Token for the purposes of operations strong authentication.

17.7. The Card(s), the subscription and use of the Bank's MB Way Service, Digital Wallets and remote communication channels are subject to fraud risks, in particular phishing, as well as consultation and execution of fraudulent operations by unauthorized third parties. Phishing is a fraud that consists of replacing the identity of the Bank or of another entity in order to obtain confidential information, in particular the Card number, expiration date and the respective security code (the last 3 digits printed next to the Card's signature panel), bank data and/or

personal data of the Holder and/or access codes of the Holder. Phishing attacks can take place through emails, SMS or phone calls in which the identity of the Bank or any other trusted entity can be imitated and replaced. These e-mails or SMS messages may contain links and/or attached file that, with one click, install malicious software that may allow remote access by third parties to the Holder's equipment, and/or redirect to a fraudulent website, which reproduces or copies the look of the original page of the Bank or another entity, and in which the Holder is asked to enter the Card number, expiration date and the respective security code (the last 3 digits printed next to the Card's signature panel), personal data and/or access codes, such as the User Code, the positions of the Multichannel Access Code, the Authentication Code, the Holder's Mobile Number. The Holder must be attentive, cautious and bear in mind that both the email or SMS message(s) and the fraudulent website can be very complex and sophisticated, and must always adopt a posture of alertness, distrust and precaution.

17.8. The Holder undertakes in a special way to:

a) be vigilant, alert and cautious, and should always be particularly suspicious of:

i) e-mails or SMS messages with links; in particular, the Holder must bear in mind that these may constitute a phishing action with the aim of obtaining the data of his/her/ their Card and/or other data of the Holder, and that clicking on them will trigger the installation of malicious software that may allow remote access by third parties to his/her/their equipment; the Holder must remember that the Bank never sends e-mails or SMS messages with links, so if this happens, the Holder must consider that it is an attempt at fraud by third parties;

ii) emails or SMS messages with attached files; the Holder must analyse the messages received before opening them, always confirming the origin and subject of the same and, if in doubt, not open or click, and must confirm in advance with the issuing entity by means of an alternative and reliable contact; in addition, the Holder must not accept the execution of programs whose download is activated without having requested it;

- iii) communications and messages with unusual offers or that call for urgent action and/or that ask for personal data, and/or the provision of your Card data and/or access codes;
  - iv) spelling/grammatical errors and other errors evident in the fraudulent message or web page;
  - v) strange e-mail addresses and/or unusual or anomalous phone numbers, as well as other elements that may suggest their multiple origin and arouse suspicion;
  - vi) of the indication that to simulate transactions he/she must provide Authorization Code(s) that the Bank has sent to him/her by SMS or generated via Token for the purpose of transactions strong authentication; the Holder should always bear in mind and remember that the Bank never sends Authorization Code(s) to simulate transactions;
  - vii) of the request to enter all the positions of his/her Multichannel Access Code and/or Confirmation Key; the Holder must bear in mind and remember that the Bank never requests the entry of all the positions of the Multichannel Access Code or Confirmation Key.
- b) consult and carefully read the document “RISKS AND SAFETY RULES” made available and published by the Bank;
- c) consult and carefully read the security notices and periodic alerts that the Bank publishes at [www.millenniumbcp.pt](http://www.millenniumbcp.pt), in the “Security” tab, which the Holder undertakes to become aware of at least once in each quarter of each calendar year, and to fully comply with.
- d) pay immediate attention and carefully read the contents of each SMS received with an Authorization Code for the execution of the operation(s), which always contains, in addition to the Authorization Code, the data that identify the operation to be performed;
- e) keep in mind and always remember that Millennium bcp never asks for the installation/update of software after accessing the Internet or mobile channel; never asks for the introduction of the Holder’s Mobile Phone Number; never asks by phone for the Authorization Code sent by SMS or generated by token; never simulates payment operations and never asks for the Authorization Code to simulate operations;

f) if at any time the Holder is confronted with any of the facts listed in the previous paragraph, in particular if he/she receives an Authorisation Code to confirm a “simulation” or an operation not requested, he/she must consider that it is a third-party fraud, refrain from introducing, providing or disclosing this code and/or the data requested by any means, and immediately give the alert in the shortest possible time, very diligently, and without any undue delay to one of the telephone numbers indicated below in clause 34.1., with a permanent customer service – 24 hours/day, 365 days/year; the Holder must also comply with the duties established in the clauses of Section XII. Holder’s obligations in case of misplacement, loss, theft or robbery, counterfeiting and other cases.

17.9 - The Holder undertakes to provide the Bank with a Mobile Number belonging to him/her (the Holder’s Mobile Phone Number) and to keep it duly updated at all times with the Bank for the purposes of Customer’s Strong Authentication (CSA), and whose number must always and mandatorily be the one indicated and used by the Holder in the Millennium App, for association to the MB WAY Service and in all the Digital Wallets to which he/she associates his/her Card(s). The Holder knows and accepts that the change of the Mobile Phone Number of the Holder used for the purposes of the Millennium bcp Remote Communication Channels, of the MB WAY Service, as well as, of the Digital Wallets will only become effective after the Holder informs the Bank of his/her new Mobile Phone Number, expressly, in person and in writing or subject to a specific confirmation procedure, in order to the respective registration for purposes of Customer’s Strong Authentication before the Bank.

17.10. - In case of alteration of the respective Email Address provided to the Bank, the Holder undertakes to always inform the Bank of that alteration and promptly and to supply the updated email address, for the establishment of contacts and communications with the Bank.

17.11. - It is the exclusive responsibility of each Holder to ensure the assiduous and permanent updating and proper operation of the Email Address and Mobile Phone Number of the Holder indicated to the Bank

for contacts and communications.

17.12. - If at any time the Holder's Mobile Number is found to be inactive or not functioning correctly, the Holder must immediately contact his/her telecommunications operator and ensure that the SIM card relating to the Holder's Mobile Number is functioning correctly.

17.13. The Holder undertakes to communicate to the Bank, promptly, without undue delay as soon as he/she becomes aware of any of the fact(s) provided for in clause 34.1. below, to one of the telephone numbers indicated therein with a permanent customer service – 24 hours/day, 365 days/year.

17.14. - The Holder is personally responsible for the scrupulous fulfilment of the obligations agreed upon in the clauses of this Section. The Holder will be held responsible for damages arising from the improper use of the Card if, in any way, he/she allows or facilitates it by failing to comply with any of the duties agreed in this Section. The Holder will be responsible for any transactions resulting from its gross negligence, namely when it is demonstrated that, in order to carry them out, the user had to previously or simultaneously enter any of the secret codes referred to above in clause 17.4., and/or any Authorisation Code that the Bank sends by SMS to the Holder's Mobile Number or generated via Token for transaction strong authentication, without prejudice to other factual circumstances within the framework of the applicable law. The Holder will be liable for losses arising from misuse of the Card if the Holder culpably allows or facilitates it in any way.

17.15. - In case of a Holder who is a minor, it is expressly agreed that the respective legal representative(s) are obliged to instruct and equip the minor with the appropriate knowledge and means to use the Card as well as, if applicable, the MB WAY Service, Digital Wallets and the Bank's remote communication channels in accordance with the provisions of this Agreement. Namely the legal representative(s) are bound in a special way to:

a) Transmit and explain to the minor specific instructions on his obligations of care and diligence regarding the Card and his personalised security credentials, as provided in the preceding paragraphs of this

clause, alerting him to the measures and precautions established herein, as well as to the risks of fraud, namely "phishing", and also to the indispensability of being careful, attentive and cautious as warned therein.

b) To warn and convey to the Minor Holder specific instructions as to his obligations in case of loss, loss, theft, counterfeiting and other cases as provided below in Section XII. (Holder's obligations in in the case of misplacement, loss, theft or robbery, counterfeiting and other cases);

c) Ensure that the minor consults and carefully reads the document "SAFETY RISKS AND RULES" made available and published by the Bank, as well as that at least once every quarter of the calendar year, the minor will become aware of and read all the safety notices and periodic alerts that the Bank publishes on [www.millenniumbcp.pt](http://www.millenniumbcp.pt) under the "Safety" tab.

## Section IX. Use of the Card and Payment Orders

18.1. - In order to make or authorise a payment transaction using a Card, including via an electronic financial platform or digital app to which the Card is associated, the Holder must:

18.2. - If in person:

a) With physical Card and use of PIN referred to in clause 2.9.b), insert the Card into the retailer's Automatic Payment Terminal (TPA), verify the transaction, enter the PIN and keep a copy of the receipt.

b) Using the contactless feature of the physical Card: verify the transaction, bring the card close to the retailer's Automatic Payment Terminal (TPA), enter the PIN if required and keep a copy of the receipt.

c) Using the MB WAY Contactless feature: first of all he/she should ensure that the NFC sensor on his/her device is active and that the MB WAY App installed on it is his/ her default/preferred App for NFC payments; he/she can initiate his/her payment in 3 different ways: (i) With MB WAY App closed, he/she touches with the Mobile Phone the screen of the retailer's Automatic Payment Terminal (POS), in which case the default Card for MB WAY purchases will be used for payment; (ii) With MB WAY App open, he/she chooses the Card to pay with and touches with the Mobile Phone the screen of the

retailers' payment terminal; alternatively he/she can choose the option "Pay with MB WAY" in the card screen of the MB WAY App and tap the POS; (iii) With the screen locked, he/she touches with the Mobile Phone the screen of the Automatic Payment Terminal (POS), and to allow this payment modality, it must be previously configured in the MB WAY App. He/she must keep the electronic proof of the operation.

The use of this Contactless MB WAY feature is only available on devices running the Android operating system.

d) MB WAY purchases in physical shops with QR Code: access to MB WAY and click on "Pay with MB WAY" (allow the access to the camera); read the QR Code displayed at the retailer's POS, and if the purchase is over 50€, enter the MB WAY PIN or, if applicable, his/her biometric data previously established for authentication of MB WAY Transactions. He/she must keep the electronic proof of the MB WAY Transaction.

e) MB WAY purchases in physical shops with QR Code: access MB WAY and click on "Pay with MB WAY" (allow access to the camera); read the QR Code displayed at the retailer's Automatic Payment Terminal (TPA), and if the purchase is over 50€, enter the MB WAY PIN or, if applicable, his/her biometric data that he/she previously established for authentication of MB WAY Transactions. He/she must keep the electronic proof of the MB WAY Transaction.

f) With Apple Pay: to use his/her default Apple Wallet Card in physical shops, the Holder must authenticate himself/herself with Face ID or Touch ID or enter his/her code set for Apple Pay Transactions into his/her eligible Apple brand device and hold the top of the latter a few centimeters away from the TPA with contactless reader until he/she sees OK and a tick on the screen. If he/she has more than one Card added to his/her Apple Wallet, he/she must previously select the Card he/she wishes to pay with. For some payments at physical shops with Apple Watch, depending on the shop and the amount of the Apple Pay Transaction, authentication may be waived, or the Holder may be required to sign a receipt or enter his/her code for Apple Pay Transactions. The Holder must keep the electronic proof of the Apple Pay Transaction.

g) With Garmin Pay: to use his/her Card associated to the referred Service in physical shops, the Holder must click the smartwatch button, press for 2 seconds, select the Wallet in the case of Garmin Pay, enter the access PIN defined in the subscription and choose the Card with which he/she wishes to pay (in case he/she has added more than one) and approach his/her smartwatch to the payment terminal. Once the payment has been successfully completed, the smartwatch will vibrate and a message confirming the Transaction will appear on the screen.

h) With SwatchPAY!: In order to use the SwatchPAY! card in physical shops, the Holder must approach the Swatch to the payment terminal as if it were a contactless card.

i) The Holder can also use the physical Card without entering the PIN in Low Value Transactions (tolls, telephone booths, parking) and, if applicable, in the use of the Contactless Functionality, in such cases the payment transactions being considered executed and authorised by the Holder, unless if the Holder has previously communicated to the Bank the loss, misplacement, theft or robbery of that Card or of his/her mobile device with the Holder's Mobile Phone Number.

18.3. - if not in person, the use of the Card in open environments (App's, websites, interactive television) must always be made with the mandatory use of one of the security features available to preserve the confidentiality of the card data and the authentication of payment transactions: 3D Secure, or SMS+PIN 3D Secure, MB NET, MB WAY, Digital Wallets or other available. All open-air payment operations that are not performed using the referred security features or others that, in the meantime, may be made available by the Bank, may be refused and, if they are performed, they are the sole responsibility of the holder.

a) The tool 3D-Secure protocol (Verified by Visa from Visa, SecureCode from MasterCard) is of mandatory use in online payments in internet websites identified with the Visa Secure and Mastercard Secure Code symbols, when Strong Authentication of the operation is required, which is performed by the holder in the Millennium App, as follows:  
(i) If the notifications are activated:

the holder touches the notification he/she receives on his/her mobile device with the holder's Mobile Phone Number, logs in to the Millennium App installed therein, touches the "Authenticate" button and confirms with 3 positions of the Multichannel Code, Touch ID or Face ID; then, on the retailer's website to complete the purchase, clicking on the "Continue" button; (ii) If the notifications are not active: the holder opens the Millennium App, enters the notifications area ("bell" symbol), touches the "Authenticate" button and confirms with 3 positions of the Multichannel Code, Touch ID or Face ID; then, on the retailer's website to complete the purchase, clicking on the "Continue" button.

b) The SMS+PIN 3D Secure security feature: upon prior face-to-face membership at a Bank Branch or remotely at the Bank's Call Center, with the definition by the Holder of a secret code called "3D Secure PIN" consisting of 6 digits (does not allow sequential numbering or 6 identical numbers), and the registration of the Cardholder's Mobile Number in the Bank for the purpose of Strong Customer Authentication (AFC), this feature can be used for online payments on websites as follows: the Card Holder enters the Card details (number, expiry date, CVV) on the retailer's website and, subsequently, will receive an SMS with a one-time code (OTP) on the Cardholder's Mobile Number, which you must enter on the same website, followed by entering the 3D Secure PIN you set at the time of joining.

c) With MB WAY: To make online purchases at retailers that have subscribed to the service, the Holder must select the MB WAY payment method, then enter the Holder's Mobile Phone Number and confirm the MB WAY Transaction on the MB WAY App or, if applicable, on the Millennium App, with the respective authentication; in this regard, if the "MB WAY Authorised Payment" option is available on the retailer's site, the Holder may choose it; In this event, in order to create or modify an Authorised MB WAY Payment in favour of a certain retailer, the Holder must confirm this operation with the MB WAY PIN in the MB WAY App or the 3 positions of the Multichannel Code in the Millennium App, or, if applicable, with Touch ID or Face ID, thus being exempt from strong authentication

the subsequent execution of each of the corresponding payments in favour of the same Retailer that do not exceed the respective maximum monthly limit and expiry date established by the Holder.

d) With MB WAY QR Code Express to purchase goods or services in digital format: access the Millennium App, allow access to the camera to read the QR Code Express from the retailer, confirm the product data, the transaction amount and the retailer's name displayed on the screen, enter the name and surname of the purchaser, respective telephone contact and email address, as well as TIN if desired, and authorise payment with 3 positions of his/her Multichannel Code, or if applicable, his/her biometric data. He/she must keep the electronic proof of the transaction.

e) With MB WAY QR Code Express to purchase physical goods for later delivery: access the Millennium App, allow access to the camera to read the QR Code Express from the retailer, confirm the product data, transaction amount and retailer name displayed on the screen, enter the name and surname of the purchaser, the address for delivery, the telephone contact and email address, as well as, the TIN if desired, and the billing address, and finally authorise the payment with 3 positions of his/her Multichannel Code, or if applicable, his/her biometric data. He/she must keep the electronic proof of the transaction.

f) With Apple Pay: To make online purchases at retailers who joined the Apple Pay payment system, he/she must tap the Apple Pay button or select Apple Pay as the payment method and follow the steps indicated, verifying billing, shipping and contact information, selecting the Card to be used, and authenticating the Apple Pay Transaction with the corresponding secret code or Face ID or Touch ID; when the payment is successfully completed the message OK and a tick will appear on the screen. The Holder must keep the electronic proof of the Apple Pay Transaction.

g) With Google Wallet: To make online purchases at retailers who joined the Google Wallet payment system, he/she must tap the Google Wallet button or select Google Wallet as the payment method and follow the steps indicated, verifying billing, shipping and contact information, selecting the Card to be

used, and authenticating the Google Wallet Transaction with Face ID or Touch ID; when the payment is successfully completed the message OK and a tick will appear on the screen. The Holder must keep the electronic proof of the Google Wallet Transaction.

h) On the Voice Telephony Channel, on the Internet Channel or on the Bank's Mobile Channel: when access to the Millennium bcp Remote Communication Channels is requested, the Holder will be able to make payments for services, through the access of the Holder and authentication of the transaction following the steps and stages defined in each one of these remote channels;

i) In the case of Credit Card with BCP Account, the "Cash Advance" functionality allows the Holder to request and obtain cash advances on credit through the Bank's Voice Telephone Channel, Internet Channel or Mobile Channel, upon access by the Holder and authentication of the operation following the steps and stages defined in each of these remote channels.

18.4. - The use of the Card in the manner and according to the procedures set out herein constitutes the Holder's consent to the execution of each payment transaction so ordered.

19.1. – In person payments made with the Card at retailers TPAs allow the Holder to choose which Payment Brand to use, whenever the TPA of that retailer accepts, simultaneously, more than one Payment Brand illustrated in the Card.

19.2. – The choice of the Payment Brand shall be made by the Holder on the TPA: the TPA screen presents the available Payment Brands and the Holder may select the one he/she intends to use in that payment; in cases when the TPA of the commercial establishment only accepts one Payment Brand, the Holder will not be able to select and, therefore, he/she will have to use the Payment Brand available simultaneously in his/her Card and in that TPA.

19.3. - The Cards listed in the Subscription Form are integrated and accepted by the Payment Brand(s) respectively mentioned for each one. Each Card works according to its type and characteristics, as described in the Subscription Form and in these General Conditions of Use, and presents,

independently of the Payment Brand chosen by the Holder in each transaction, identical levels of costs and security.

20.1. - All transactions made with a Debit Card are debit transactions, charged directly to the BCP Account with value date of the day on which the transaction is made. The value of debit transactions is limited by the current balance available in that Account.

20.2. – The transactions amount made with a Pre-paid Card is deducted from the balance stored and existing, at any moment, in that Card. The use of the Pre-Paid Card is subject to the balance stored and available on that Card. The Bank reserves the right not to accept any transactions the amount of which exceeds, even partly, the available balance stored on the Pre-paid Card as well as to debit the Holder's BCP Account with the amount of payment transactions the amount of which exceeds the balance stored on the Prepaid Card and which, even then, the Holder is able to effect, but without prejudice to the provisions of Section XII hereof. (Holder's Obligations in the case of misplacement, loss, theft or robbery, counterfeiting and other cases).

20.3. - At the Holder's request, the Bank will refund at any time and at nominal value, the monetary value stored in the Pre-paid Card, by crediting the Holder's BCP Account or delivering cash to a BCP Branch, under the following terms and conditions:

a) For providing the refund service, a fee as set out in the Annex below is payable to the Bank: (i) If the refund is requested during the validity period of this agreement; or (ii) If the refund is requested more than one year after the validity period of this agreement has expired.

b) The aforesaid fee will be debited from the Holder's BCP Account if the repayment is made by crediting the aforementioned Account and must be paid by the Holder in cash in the cashier of the Branch when this is the chosen means to recover the amount stored on the Card; the repayment is made by the Bank against the simultaneous debit/payment of the fee and respective taxes in immediately available funds/cash, respectively.

c) Outside the circumstances indicated in the preceding paragraphs, the refund shall not be subject to fees.

21.1. - When the Holder uses the Card in a non-face-to-face transaction for periodic/recurrent payments with the same retailer and/or authorises certain retailer to reuse these details for payment of future purchases from the same retailer, it is expressly agreed and authorised that, upon renewal or replacement of such Card, in order to ensure the continuity of the execution of such payments without interruption, the updated Card data may be made available directly to such retailer by the Payment System, except for MB NET Card(s), or, if specific risk or security reasons exclude it, and/or if the Holder expressly informs the Bank in writing that he/she does not wish to do so.

21.2. - However, in the case of recurring/periodic payment orders with the Card, it is the Holder's duty and responsibility, whenever he/she wishes to change or stop such payment, to inform the entities to which he/she has given such order.

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

23. - Except in cases where such liability is attributable to the Bank's intentional misconduct or gross negligence, the Bank shall not be liable for non-acceptance of the Card in any establishment due to faulty service, malfunction of the retailer's equipment or data transmission networks used by the retailer or for the poor quality or defect of the goods or services purchased using the Card.

24.1. - In addition to the provisions of this Agreement, the payment services provided by the Bank are also governed by the provisions of the General Conditions for the Provision of Payment Services for the Holder's associated Current Deposits Account and will be subject to the charges established in the Bank's current Price List, which can be found at the Bank's Branches and online at [www.millenniumbcp.pt](http://www.millenniumbcp.pt).

24.2. - A payment transaction using a Card will only be deemed to be authorised if the Holder has given his/her prior consent to the execution of the transaction in one of the ways provided for in this Agreement. Such consent shall constitute a payment order by the Holder.

24.3. - The Bank may refuse any payments

operations that the Holder intends to make in a way that is different from the way contractually indicated in clause 18. or that violates its provisions.

24.4. - 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.

25.1. - 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.

25.2. - A payment order cannot be revoked by the Holder after that it has been received by the Payments System. The Holder undertakes not to revoke a payment order that has been given by using the Card, in any of the ways described in clause 18. and acknowledges that all debts arising from it shall become due and payable, unless otherwise provided by law or contract.

25.3. - For the use of payment services and whenever required, it is the Holder's sole responsibility to provide the Single Account Identifier (corresponding to IBAN and BIC/SWIFT) of the accounts involved in the respective payment transactions.

25.4. - When issuing transfer orders through the ATM Card, or through the Bank's remote communication channels, the Holder is previously provided with express information about the maximum execution period of each order. For other payment services, if requested by the Holder, the Bank will provide, at the moment prior to each payment transaction, information on the maximum execution time for the individual order and the charges to be borne by the holder, specifying the amounts, if any.

25.5. - All the payment transactions made in a currency other than Euro will be debited in Euro at the equivalent value resulting from the application of the exchange rate used by the international network of the payment brand of the Card, on the date of the financial and exchange rate clearing of the same, and which may be consulted at the Branches of the Bank or online at [www.millenniumbcp.pt](http://www.millenniumbcp.pt). Furthermore, the Bank will disclose and publish the total amount of the currency conversion charges in terms of a percentage margin in relation to the latest



available Euro foreign exchange reference rate issued by the European Central Bank (ECB) available for consultation at any time on [www.millenniumbcp.pt](http://www.millenniumbcp.pt).

25.6. - For payment transactions carried out outside the EEA or in a currency other than the Euro, Swedish Krona or Romanian Leu, the Bank may charge fees and charges on the terms and for the amounts indicated in the Special Price per annex below.

26.1. – Without prejudice to the provisions of number 4 below, the Holder may demand the reimbursement of an authorised 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 authorization does not specify the exact amount of the payment operation at the time at which the authorization was given;
- b) The amount of the payment operation exceeds the amount that the Holder may reasonably expect based on their expenses profile and the specific circumstances of the case.

26.2. - It is the Holder's responsibility to prove that the conditions set out in the subparagraphs of the preceding paragraph of this clause are actually fulfilled, if requested to do so by the Bank.

26.3. - Within ten working days of receiving the refund request, the Bank will either reimburse the amount of the payment transaction or provide justification for the refusal, indicating the entities to which the holder may complain if the justification presented is not accepted.

26.4. - The holder shall not be entitled to a refund under the preceding paragraphs of this clause if:

- a) the holder has given his/her consent to the execution of the payment transaction directly to the Bank; and
- b) the Bank or the beneficiary have provided or made available to the holder, in the agreed manner, information on the prospective payment transaction at least four weeks before the due date.

## Section X. Periodical Statements

27.1. - The statement relating to the transactions carried out with a Debit and/

or Prepaid Card will be made available at least monthly, except when there have been no transactions in the month in question, without prejudice to the observance of a minimum annual frequency and may constitute an autonomous document or represent a part of the combined statement of the associated Current Deposits Account, regardless of the individual or collective ownership of the latter. The statement will detail namely:

- a) The references and values of the transactions carried out, and where applicable, the respective beneficiary, the currency used and, if applicable, the amount after currency conversion, any fees and charges (provided for in the Annex below) applicable to the operation and a breakdown thereof, where applicable, and the value date of the debits or the date of receipt of each payment order;
- b) Amounts due to the Bank for the provision of services, if any;
- c) Amounts related to corrections or refunds when due;
- d) The Card provision fee, interest, taxes and charges due to the Bank for the services rendered by the Bank to the Holder in accordance with the provisions of this agreement and the Appendix below.

27.2. - Regarding the Credit Card(s), the Bank will provide the Holder (First Holder in case of a Collective Card Account) with a monthly statement of the Card Account in a separate document, with a minimum frequency of one month, except when there are no accounting movements in the Card Account for the month in question, without prejudice to the observance of a minimum frequency of one year. The statement of the Card Account will detail namely:

- a) The references and amounts of the transactions carried out with the respective Credit Card(s), and when applicable, the respective beneficiary, the currency used and, if applicable, the amount after currency conversion, any charges (as provided in the Annex below) applicable to the transaction and their details, if applicable, and the debit value date or the date of receipt of each payment order;
- b) The amounts owed to the Bank for the provision of services;
- c) Amounts related to corrections or refunds

when due;

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

e) Payments that have been made to the Bank;

f) The amount of the Card Account Outstanding Balance as defined in clause 30.2. as at the date of the issuance of the Card Account Statement

g) The amount of the Balance Outstanding for Percentage Payment as defined in clause 30.3.;

h) The amount of the Minimum Monthly Mandatory Amount as defined in clause 33.1.;

i) Each Fractional Instalment Plan constituted for each credit transaction selected by the Holder for such purpose, with the list of the respective monthly instalment plan and the respective due dates;

j) The amount of each monthly instalment due in the month in question, arising from each Fractional Instalment Plan set up and in force, as well as the sum thereof integrated in the Minimum Monthly Mandatory Amount;

k) If applicable, the total or reversal partial cancellation of a certain Fractional Instalment Plan, as provided respectively in clauses 31.10. and 31.11.

l) The due date for the monthly payment to the Bank of the Card Account Outstanding Balance and the Minimum Monthly Mandatory Amount;

27.3. - The Holder must always check and verify all the entries on the (S) Statement and notify the Bank in writing without undue delay and as soon as he/she becomes aware of any inaccuracy, diligently and in the shortest possible time, and in no case later than 13 months from the date of the entry.

27.4. - The Holder is entitled to obtain rectification by the Bank if, having become aware of an unauthorised or incorrectly executed payment transaction, the Holder notifies the Bank without undue delay and within a period not exceeding 13 months from the date of the debit, but without prejudice to the provisions of Clause 39. below. If the Holder demonstrates that he/she has not been provided with the information required under this Agreement, the aforementioned period shall not apply.

## Section XI. Payment Terms of Outstanding

### Balance on the Card Account - Credit Card(s) Only

28. - All transactions made with a Credit Card will always be credit transactions and recorded as a debit to the Card Account.

29.1. - All the Holders of the Collective Card Account are jointly and liable to the Bank and each of the holders of the Collective Card Account is fully, personally and jointly and liable and obliged to pay all the amounts due registered in the Collective Card Account, even if originated by other holder(s) of the Collective Card Account.

29.2. - Payment of the amounts due as shown on the Card Account statement shall be made by debiting the associated Current Deposits Account in accordance with clause 2.7(c) and d) above. The Holder(s) shall be obliged to maintain such account with sufficient funds immediately available to meet the payment due on the due date as shown on the Card Account statement.

30.1. - To pay the outstanding balance of the Card Account to the Bank, the following Payment Modalities are available:

a) Fractional Payment Modality: The Holder who has previously subscribed to the Bank's Remote Communication Channels and is already a user of the Millennium App has the possibility of paying the Bank for certain credit transaction(s) with a unit value equal to or higher than 100€, selected and indicated by the Holder, in equal and successive monthly instalments of capital, interest and taxes, constituting a Fractional Payment Plan for each transaction selected for this purpose; and

b) Percentage Payment Plan: consists in the monthly payment of a percentage of 3% or 15%, 25%, 50% or 100% chosen and indicated to the Bank by the Holder, calculated on the value of the Balance for Percentage Payment or of a fixed amount indicated by the Holder starting from 50€, corresponding to multiples of 50€ and subject to a minimum value that always corresponds to the minimum percentage of 3% calculated on the value of the Balance for Percentage Payment, whereby amounts due of less than or equal to 10€ must always be paid in full.

30.2. - In this Agreement, the term "Card Account Outstanding Balance" shall mean all sums due to the Bank in respect of all credit transactions conducted with the

Credit Card(s) associated with the same Card Account which are outstanding at the date of issuance of the Card Account Statement including all sums in respect of fees due for the provision of payment services including the Credit Card(s) provision fee, interest due for the use of credit, taxes and other agreed charges.

30.3. - In this Agreement, the term "Percentage Payment Balance" means the amount of the Outstanding Balance of the Card Account from which all amounts due and owing under each Fractional instalment plan in force on the date of issue of the Card Account Statement have been deducted in advance. Whenever, under the terms and conditions set forth herein, the Holder does not opt for the Fractional Payment Modality or not to express an opinion on it, the credit transactions are accounted in the Balance for Percentage Payment, to which payment the Percentage Payment Method applies. The Percentage Payment Balance will further include the following amounts, if applicable:

a) in the event of an instruction to cancel a certain fractional Payment Plan, on the date of issuance of the Card Account Statement immediately following, such Plan shall be cancelled, cease to be in force, and the remaining outstanding principal shall be added to and become part of the Balance for Percentage Payment, and the repayment thereof shall follow the entire regime of the Percentage Payment modality, namely with the applicability of the Annual Nominal Rate (*TAN*) in force for the Percentage Payment modality as indicated herein in the Appendix below; and

b) If the Holder chooses to revert to the Percentage Payment Plan a certain partial amount of the outstanding principal under a certain fractional payment plan in force, on the date of issuance of the immediately subsequent Statement of the Card Account, that partial amount will be added to and become part of the Percentage Payment Balance, the repayment of which will follow the full regime of the Percentage Payment Plan, namely with the application of the Annual Nominal Rate (*TAN*) in force for the Percentage Payment Plan as indicated in the Annex below;

c) in the event of non-compliance with the obligation to pay the Minimum

Monthly Mandatory Amount (as defined in clause 33.1.), on the date of issuance of the immediately following Card Account Statement, the monthly instalment(s) of each current Fractional Payment Plan that form part of such Minimum Monthly Mandatory Amount shall be added to and become part of the Balance for Percentage Payment, with repayment thereafter following the full regime of the Percentage Payment Plan, including the application of the Annual Nominal Rate (*TAN*) in force for the Percentage Payment Plan.

### **Fractional Payment Modality:**

31.1. - This modality of Fractional Payment may be selected by the Holder by one of the following means:

a) Through the Millennium App, the Card Account Holder may choose, up to the 2nd business day prior to the date of issuance of the Card Account Statement, to select a certain credit transaction of unit value equal to or higher than 100€ and split the respective payment over a period of 3, 6 or 9 months at his/her choice and at the Annual Nominal Rate (*TAN*) corresponding to the chosen payment period, in force for the Fractional Payment Mode, which currently is/are the *TAN*(s) indicated herein in the Annex for this Fractional Payment Mode.

b) When making a credit transaction, in the form of an MB WAY purchase with QR Code initiated from the Millennium App, of a unit value exceeding 100€, the Holder will receive a temporary notification from the Millennium App offering him/her the possibility, for that transaction, to indicate and select at that moment this Fractional Payment Modality and split the respective payment over a period of 3, 6 or 9 months at his/her choice, and at the Annual Nominal Rate (*TAN*) corresponding to the payment period chosen, in force for the Fractional Payment Modality;

c) When making a non-face-to-face credit transaction in an open environment, authenticated on the Millennium App using the 3D Secure security function and with a unit value higher than 100€, the Holder will receive a temporary notification from the Millennium App offering him/her the possibility, for that transaction, to indicate and select at that moment this Fractional

Payment Modality and split the respective payment over a period of 3, 6 or 9 months at his/her choice, and at the Annual Nominal Rate (*TAN*) corresponding to the payment period chosen, in force for the Fractional Payment Modality;

31.2. - In the case provided for in subparagraph a) of the preceding paragraph, credit transactions entered in the accounts with a value date after the day referred to therein may not, however, be selected, even if they have been carried out on an earlier date.

31.3. - The effective establishment of each Fractional Payment Plan in respect of the credit transaction chosen by the Holder for this purpose shall occur on the date of issuance of the Card Account Statement. The applicable taxes are added, currently the Stamp Tax on the use of credit, applied for each month or fraction, at the time of use, in accordance with article 17.2.1. of TGIS, and the 4% Stamp Tax of article 17.3.1. of TGIS, at the time of collection of interest.

31.4. - Upon the effective establishment of a Fractional Payment Plan, the instalments established will be shown on the monthly Card Statement issued and the Annual Nominal Rate (*TAN*) corresponding to the payment term chosen and in force for the Fractional Payment Plan shall apply.

31.5. - Each credit transaction selected by the Holder to be paid for under this modality will correspond to a Fractional Payment Plan.

31.6. - Each Card Account may have up to fifty (50) Fractional Payment Plans running simultaneously without prejudice to the Credit Limit set and available for that Card Account.

31.7. - During the course of a Fractional Payment Plan, the chosen payment period cannot be changed.

31.8. - All amounts accounted and outstanding under each Fractional Payment Plan established and in force at any time shall be included in the Outstanding Balance of the Card Account and computed for the purpose of using the Credit Limit of the Card Account.

31.9. - In respect of the Fractional Payment modality, by the due date shown on the Statement of the Card Account, the Holder(s) must pay the amount of each monthly instalment due under each current Fractional Payment Plan.

31.10. - The Holder may at any time totally cancel a fractional payment plan in force, in which case this instruction will take effect on the date of issuance of the immediately following Statement of the Card Account; on that date, such plan will be cancelled, it will cease to be in force, and the remaining outstanding principal will be added to and become part of the Percentage Payment Balance, with its repayment following the full regime of the Percentage Payment Plan, namely with the applicability of the Annual Nominal Rate (*TAN*) in force for the Percentage Payment Plan as indicated in the Annex below.

31.11. - The Holder may also choose to revert to the Percentage Payment Plan the partial amount of the outstanding principal under a fractional payment plan in force, in which case such instruction shall take effect on the date of issuance of the Card Account Statement immediately following such date:

a) the indicated partial amount will be added and will become part of the Balance for Percentage Payment, and its repayment will follow the entire regime of the Percentage Payment modality, namely with the applicability of the Nominal Annual Rate (*TAN*) in force for the Percentage Payment modality indicated here in the Annex below; and

b) the Fractional Payment Plan, object of this amendment, remains in force for the remaining outstanding principal, with recalculation accordingly of the respective subsequent instalments, whose values will appear on the Statement of the Card Account.

31.12. - The setting up, consultation, cancellation or partial reversal of Fractional Payment Plans may be carried out through the Millennium App.

### **Percentage Payment Modality:**

32.1. - In this modality, the Holder(s) must make a monthly payment of a percentage of 3% or 15%, 25%, 50% or 100% chosen and indicated to the Bank by the Holder, calculated on the value of the Balance for Percentage Payment or of a fixed amount indicated by the Holder starting from 50€, corresponding to multiples of 50€ and subject to a minimum value that always corresponds at least to the Minimum Monthly Percentage defined in

paragraph b) of the following clause, being that outstanding amounts of less than or equal to 10€ must always be paid in full.

32.2. - With regard to the Percentage Payment modality, the Holder(s) shall, up to the monthly due date indicated in the Card Account Statement, proceed to:

a) the payment of the amount due in accordance with the choice and indication made by the holder as provided in the preceding clause, or

b) at least, to pay the full amount of the corresponding Minimum Monthly Percentage of 3% of the Balance for Percentage Payment, except if the amount so determined for payment is less than 10€, in which case the said Minimum Monthly Percentage shall correspond to this amount; and

32.3. - Upon written request submitted to the Branch or transmitted through the Millennium bcp Remote Communication Channels, the holder (First holder in the case of a Collective Card Account) may request the modification, between 3% or 15%, 25%, 50% or 100%, of the payment percentage chosen for the Percentage Payment Modality, subject to five calendar days' notice. If the minimum notice period is not respected, the payment will be charged at the previously chosen percentage; in this case, the Holder (First Holder in the case of a Collective Card Account) may also request the Bank to correct the payment for the current monthly period according to the previously chosen percentage, reversing the charge and collecting again according to the payment percentage indicated by the Holder between 3% and 100% and, if the Bank agrees, the will be payable in the amount set out in the Appendix and, if the Bank agrees, the Credit Card Payment Correction Fee will be payable in the amount set out in the Appendix.

32.4. - In respect of this Percentage Payment Modality, whenever a payment corresponding to a percentage lower than 100% calculated on the Percentage Payment Balance is made, interest at the Annual Nominal Rate (*TAN*) in force for the Percentage Payment Modality indicated herein in the Annex below will be charged on the respective outstanding principal. The applicable taxes are added, currently the 4% Stamp Tax of article 17.3.1 of the Tax

General Table, and the Stamp Tax of article 17.2.4 of the Tax General Table on the average monthly utilised credit calculated by adding the outstanding balances daily during the month, divided by thirty. 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 in the Card Account.

32.5. - The Holder may, at any time, make occasional payment(s), in whole or in part, of the Balance for Percentage Payment by means of an express instruction transmitted (i) in person at a Branch, or (ii) if the Holder has a User Code and a Multichannel Code assigned, through the Contact Center, Internet Channel or Millennium App.

### **Monthly Payment of the Outstanding Balance of the Card Account:**

33.1. - In this Agreement, the expression "Minimum Monthly Mandatory Amount" means the sum of the value of each monthly instalment payable under each Fractional Payment Plan established and in force, plus the amount corresponding to the Minimum Monthly Percentage established in paragraph b) of the preceding clause 32.2., to which are added the tax charges and, if applicable, the amounts that exceed the Credit Limit and not previously settled.

33.2. - Monthly, until the due date indicated in the Holder's Card Account Statement, the Holder(s) must carry out with:

a) the payment of an amount corresponding to the sum of the amount of each monthly instalment payable under each Fractional Payment Plan established and in force, and the amount due in accordance with the choice and indication made by the holder pursuant to clause 32.1., to which are added the tax charges, and, if applicable, the amounts exceeding the Credit Limit and not previously settled; or

b) the full payment of the Minimum Monthly Mandatory Amount, the amount of which is expressly stated on each Card Account Statement.

33.3. - On the payment due date indicated on the Card Account Statement, the Bank will not process the scheduled monthly debit collection from the Associated Current Deposits Account when, on the Holder's

express instruction, a one-off payment to the Bank is made in the same month for an amount equal to or greater than the Minimum Monthly Mandatory Amount:

a) before or on or before the payment deadline indicated on the Card Account Statement, in the case of debit payments from the BCP Account; or

b) before or on or before the date of generation of the monthly payment request through the SEPA Direct Debit System, in the case of collection by debit from the Other Credit Institution Account.

33.4. - If payment has been agreed to be made by the SEPA Direct Debit System, it is agreed that, if the collection by debiting the Other Credit Institution Account is rejected/ cancelled, the obligation to pay the Minimum Monthly Mandatory Amount by the due date shown on the Card Account Statement will not be met.

33.5. - In case of Credit Card with BCP Account, where the Holder(s) have indicated a Percentage Payment Method that is higher than the Minimum Monthly Percentage: whenever, on the due date for monthly payment indicated on the Statement of the Card Account, there is insufficient funds in the BCP Account to support the payment in accordance with the provisions of clause

33.2. above, the Bank will again initiate, until the last day of that same month, operational procedures with a view to collect, this time, an amount corresponding only to the Minimum Monthly Mandatory Amount.

33.6. - If, on the payment due date indicated on the Statement of the Card Account, the BCP Account does not have sufficient funds to make the full payment of the Minimum Monthly Mandatory Amount, it is hereby expressly agreed that if, after that date, the aforementioned Account has sufficient funds available for that purpose, the Bank is hereby authorised to make the respective debit by the last day of that month.

33.7. - In the event of non-compliance with the obligation to pay the Minimum Monthly Mandatory Amount:

a) On the date of issuance of the immediately following Card Account Statement, the monthly instalment(s) of each current Fractional Payment Plan that form part of such Minimum Monthly Mandatory Amount shall be added to and become part

of the Balance for Percentage Payment, with repayment thereafter following the full regime of the Percentage Payment Plan, including the application of the Annual Nominal Rate (*TAN*) in force for the Percentage Payment Plan.

b) On the remaining and outstanding principal of the Balance for Percentage Payment, the Bank may demand, until effective payment of the obligation, default interest calculated at the Nominal Annual Rate (*TAN*) in force for the Percentage Payment Method, plus a default surcharge of 3%, and the Outstanding Amounts Recovery Fee, indicated in the Annex. Default interest shall apply on the overdue and unpaid principal, including, if applicable, capitalised regular interest.

33.8. - The partial payment made for an amount equal to or greater than the Minimum Monthly Mandatory Amount indicated on the Statement of the Card Account shall be charged against the payment of the sum of the monthly instalments due under each current Fractional Payment Plan, and, for the remainder, against the payment of the amounts exceeding the Credit Limit (if any), and the Balance for Percentage Payment and as to the latter, observing the order indicated in the following clause.

33.9. - Apart from the cases provided for in the preceding clause, the instalment payments shall be charged against the payment of the Balance for Percentage Payment in the following order: expenses, taxes, fees and charges, default interest, remuneratory interest and, finally, the principal.

## **Section XII. Holder's obligations in the case of misplacement, loss, theft or robbery, counterfeiting and other cases**

34.1. - The Holder should communicate to the Bank, as soon as possible, diligently and without any unjustified delay, by calling 800 91 04 02 (domestic call free of charge) or 00351 21 427 04 02 (call to the domestic landline), a permanent Customer assistance centre – 24/7, 365 days/year:

a) a) The loss, misplacement, theft, robbery, or any other form of access or misappropriation or abusive access to the physical and/or digital Card, and/or its full number, expiration date and CVV, and/or to any of its personalized security credentials

defined in the preceding clauses of Section VII. (Convention on Proof), namely the PIN, the MB , WAY PIN PIN, the PIN 3D Secure, biometric data (Face ID or Touch ID) defined for confirmation of MB WAY Transactions, for access and authentication in the Millennium App and/or for Digital Wallets Transactions, defined by the Holder, any secret code / password defined by the Holder for access and authentication of Digital Wallets Transactions, the Holder's Multichannel Access Code, User Code, Authorization Code, code called Confirmation Key, the Holder's Mobile Digital Key, the Holder's Mobile Phone Number, the Holder's Electronic Address communicated to the Bank for the purpose of identification/authentication procedures before the Bank;

b) Any unauthorised use of the physical and/or digital Card, including through MB WAY or Digital Wallets;

c) If at any time the Holder receives an Authentication Code to confirm a "simulation" or transaction(s) that he/she has not requested, and/or if he/she is confronted with the installation/update of software on or after accessing the Bank's Internet or mobile channel;

d) If at any time the Holder has or may have reason to suspect that third parties are aware of the full number, expiry date and CVV of his/her/their Card(s), and/or any of his/her/their personalised security credentials defined in the preceding clauses Section VII. (Proof Convention), and/or to suspect improper access by third party(ies) to his/her/their email address and/or mobile device with the Holder's Mobile Number, in any way, namely due to the occurrence of any circumstance(s) or fact(s) indicated in clauses 17.3., 17.1., 17.8., and/or 17.12. above;

e) Records on the statement of transactions not authorised by the Holder, or any other errors or irregularities related to the Card;

f) Failure to receive the Card or the periodic statement within the prescribed time limit.

34.2. - Furthermore, in the event of fraud, loss, theft, robbery or misappropriation of the mobile device(s) used by the Holder for the MB WAY Service, and/or of his/ her MB WAY PIN for confirmation of MB WAY Transactions, and/or of the Holder's biometric data (Face ID or Touch ID) that he/she establishes as an alternative to the

introduction of the MB WAY PIN, and/or other pre-defined identifiers, and/or the mobile device(s) used by the Holder for the Apple Pay or Google Pay Service, and/or his/her PIN and/or biometric data for access and authentication of the Apple Pay or Google Pay Transactions, the Holder shall, in addition, without unjustified delay, comply with the provisions respectively in clauses 10.9. and/or 11.7. or 12.8. above.

34.3. - 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, detailing the occurrence and providing all information known to the Holder on the facts that occurred, and it must be accompanied by all documents in the Holder's possession relating to the facts in question.

34.4. - All cases foreseen in paragraphs a) to d) of clause 34.1. shall also be promptly reported by the Holder to the competent police authorities, and the Holder shall submit to the Bank the respective documentary evidence with a copy of the full content of the police report.

35. - Upon the telephone communication of the facts referred to in clauses 34.1.(a) to d), the Bank and the Payment System will trigger the necessary mechanisms for the immediate blocking of the Card and, if applicable, access to the Bank's remote communication channels.

36. - After proceeding, without undue delay, with the notification and procedures indicated in the provisions of clause 34. above, the Holder shall not bear any financial consequences resulting from the use of the Card, except in case of fraudulent action.

37. - Should the Holder denies having authorised a payment operation executed, or alleges that the operation was not properly executed, the Bank shall be responsible for providing 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, unless such transaction has been initiated through another payment initiation service provider, in which case the responsibility of providing such evidence will be of the latter.

38. - Without damaging the compliance with the provisions of the following clause, the Bank should immediately reimburse the

Holder of the amount of the unauthorised payment operation, after taking notice of that fact and, if the case may be, restore the debited payment account to the situation it would have been in if the unauthorised payment transaction had not been carried out, unless the Bank has reasonable grounds to suspect of a fraudulent action by the Holder and communicates these reasons in writing to the judicial authorities in accordance with the criminal law and criminal procedure. The Bank may debit the amount refunded if it proves to be undue.

39. - Derogating the precedent obligation, the Holder supports the losses related with the non-authorized payment operations resulting from the use of the card before the notice and procedures indicated in the precedent clause 34., in accordance with the following rules:

a) The Holder bears all losses arising from unauthorised payment transactions if they are due to fraudulent performance or deliberate failure to comply with one or more of the respective obligations agreed in the clauses of Section VIII. (Obligations of the Holder regarding the Card and his/her personalised safety credentials).

b) In the event of gross negligence on the part of the Holder regarding any of its obligations established in the clauses of Section VIII. (Obligations of the Holder relating to the Card and its personalised security credentials), the Holder bears the losses resulting from unauthorised payment transactions, even if in excess of 50€, up to (i) the limit of the available balance of the Linked Current Deposits Account in case of a Debit Card, or (ii) up to the limit of the balance stored on the Prepaid Card, if any, or (iii) up to the Credit Limit available on the Card Account in case of a Credit Card.

c) In all other cases, the Holder shall bear the losses arising from unauthorised payment transactions within (i) the limit of the available balance of the Linked Current Deposits Account in case of a Debit Card, or (ii) the limit of the balance stored on the Prepaid Card, if applicable, or (iii) the Credit Limit available on the Card Account in case of a Credit Card, but only up to a maximum of 50€; this liability of the Holder shall not apply if: (i) loss, theft, theft or misappropriation of the Card, and/or any of the personalised

security credentials listed in the clauses of the preceding Section VII. (Convention on Proof) of the Holder could not be detected by the Holder before the making of a payment, except if the Holder acted in a fraudulent manner; or (ii) the loss has been caused by the acts or omissions of an employee, an agent or a branch of the payment service provider, or an entity to which its activities have been subcontracted.

40.1. – 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 failure has been reported to the Holder through a written message on the screen of the device, or if it becomes obvious through any other form.

40.2. - If the Bank can prove to the Holder and 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.

40.3. – Should the liability lie with the Bank under the terms of number 1 of this Clause, it shall 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.

40.4. – 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.

40.5. – 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.

40.6. -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.

### **Section XIII. Blocking of the payment instrument, duration, modification and termination of the Agreement**

41.1. – This Agreement is of an undefined duration, and the Bank may renew and/or replace the Card(s) until the expiration date embossed on it, or at any moment for reasonable reasons, unless the Holder asks the Bank to early terminate the Agreement or if it is resolved.

41.2. – At any moment while the Agreement is in force, and/or when the Card is renewed, the Bank has the right to propose to the Holder the replacement and alteration of the type of card and/or the Card's international brand, namely if the activity/representation licence of the respective Card's international brand ceases to be used by the bank and/or in Portugal. This proposal by the Bank, as well as, if applicable, the respective reasoning, will be presented by communication to the Holder through prior notice or a message inserted in the statement of the Card Account and/or Associated Current Deposits Account, by circular or other appropriate means normally used, at least sixty days in advance of the date of its application, and in case of subsequent silence of the Holder, the provisions of clause 48.3. will apply. In the event of acceptance, expressed or implied, by the Holder, the Card type or/and the international Brand will be replaced/changed, according to the terms proposed by the Bank, and this Agreement shall remain in effect for the new Card, and the corresponding contractual provisions related to the type and/or the international Brand of the Card, shall be acknowledged and regarded as the international new type/new international Brand of the Card, proposed by the Bank and accepted by the Holder.

41.3. – If the Holder disagrees with the replacement/alteration proposed in accordance with the previous number:

a) In any of the cases of the following paragraphs, the Holder's disagreement must be communicated to the Bank before the expiry of the deadline for the proposed change to come into force, in person at any Millennium bcp Branch or, if the Holder has

a Multichannel Access Code, by calling 00351 21 005 24 24 (call to the national landline), 91 827 24 24 / 93 522 24 24 / 96 599 24 24 (call to the national mobile network).

b) If the Bank has justified its proposal mentioned above on the cessation of activity/ representation license of the Card's international brand at the Bank and/or in Portugal, it is understood that the renewal/ replacement of the Card cannot be made, and the Holder disagreement will imply the termination of the Agreement due to supervening impossibility, as well as the cancellation of the Card with the application of the provisions of clause 44.3. below;

c) Apart from the cases provided for in the preceding paragraph, the renewal will be done through the issuance of a new Card of the same international brand and/or the same type of card, in force, up to that moment.

42.1. – The Bank may, without prejudice to the obligation of the Holder to pay the amounts he/she owes, inhibit and block temporarily or permanently, access to the Bank's remote communication channels and/or the use of the Card and/or any of its facilities or services, including through electronic platform(s) of a financial nature, for objective reasons grounds that relate to:

a) The safety of the payment instrument, namely if the Bank is informed or becomes aware that the Card and/or some of the Holder's personalised security credentials have been stolen, lost, forged or misplaced;

b) The Bank may, without prejudice to the obligation of the Holder to pay the amounts he/she owes, inhibit and block temporarily or permanently, access to the Bank's remote communication channels and/or the use of the Card and/or any of its facilities or services, including through electronic platform(s) of a financial nature, for objective reasons grounds that relate to:

c) If the Holder carries out illegal transactions of any nature;

d) If this Agreement ceases, in any way whatsoever, to be in effect;

e) In the case of Credit Card, the significant increase of the risk of the Holder not being able to comply with his/her payment responsibilities, namely if the Holder incurs in default or non-compliance with the conditions for the payment outstanding

balance of the card account and/or the Holder is inhibited from using cheques, if bankruptcy, insolvency or a judicial statement of adult legal representation of the Holder are declared, if the balance of any Current Deposits Account of the Holder is unavailable due to foreclosure, seizure, inventoried, pledged, freezing, bankruptcy, insolvency or any other apprehension by court and/or judiciary or supervisory authorities order or other blocking or similar orders decreed by judicial, judicial or supervisory authorities, or if, for any other founded motive there is a significant increase in the risk of the Holder not being able to meet his/her responsibilities arising from this Agreement;

f) If it is a Collective Card Account, if any of the circumstances described in paragraph e) above occurs regarding any of the Holders of the same.

42.2. – In the cases mentioned in number above of this clause, the Bank should inform the Holder of the blocking and respective justification by SMS, 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 is forbidden due to applicable legal requirements.

42.3. – The Bank shall unblock the payment instrument or, if applicable, replace it with a new card once the reasons for blocking the same no longer exist.

43.1. – This Agreement may be early terminated, if:

a) At any moment by the Holder, by returning the Card to the Bank; when the Holder intends to early terminate or solely cancel its use only through electronic platform(s) of a financial nature, the Holder must bear in mind that the elimination of the Card(s) from the digital application does not in itself determine the cancellation of the associated Card(s);

b) By the Bank, in this case through a two-month notice prior to the date when the early termination becomes effective, sent to the Holder in accordance with the requirements of clause 7. to 7.7. above.

43.2. – The effectiveness of the early termination of the Agreement implies the expiration and immediate enforceability of

all obligations of the Holder(s) towards the Bank emerging from this Agreement, which become due and payable in full, and the Holder(s) must proceed with its full payment. The early termination of this Agreement by initiative of the Holder does not exonerate the holder from the payment of the amounts used and outstanding that are recorded by the Bank following transactions made by the Holder(s) and that only become known to the Bank at a date after the early termination.

43.3. – In case of early termination, the Holder is entitled to the reimbursement of the card 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.

44.1. - The Bank may, through a written communication sent to the Holder in accordance with the provisions of clauses 7.2. to 7.7., above, early terminate this Agreement and immediately cancel the cards and all the services and facilities thereto associated, in the following cases:

a) if there is a judicial declaration concerning adult legal representation of the Holder;

b) If the Holder is inhibited from using cheques;

c) When the Holder has repeatedly violated the Credit Limit assigned;

d) When the Holder illegitimately revokes orders he/she has given on the use of the Card;

e) When the information provided in the Application Form and/or in the respective updates proves to be false or incorrect.

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

g) In the case of a Credit Card, when the Holder did not comply with the obligation of paying the mandatory minimum monthly payment set forth in clause 33.2., above and that non-compliance corresponds to two successive instalments that exceed 10% of the credit's total amount and, after being asked to settle the outstanding amounts within 15 days, under penalty of forfeiture of the benefit of the term or early termination of the Agreement, the payment has not been timely made;

h) If the balance of the Associated Current Deposits Account or of any other deposit account held or co-held by the holder with the Bank becomes unavailable due to foreclosure, seizure, inventoried, pledged, freezing, bankruptcy, insolvency or any other apprehension by court and/or judiciary or supervisory authorities order.

i) The use of the Debit or Pre-Paid Card, including through electronic platform(s) of financial nature, in payment transactions or debit withdrawals that cause unauthorised overdrafts in the Associated Current Deposits Account;

j) If the Holder incurs in default or does not comply with his/her respective payment obligations hereunder, namely the payment of the card fee or any other fees or expenses foreseen in the Annex below, which are effectively due and not paid, namely if the Holder does not provision the Associated Current Deposits Account with sufficient funds available to support the debit thereof, on the respective due date, thus causing unauthorised overdrafts in the Associated Current Deposits Account;

k) if there is a negative balance in the Associated Current Deposits Account that does not constitute or exceeds the limit of an overdraft facility contracted for that account, and if, by the end of the day on which the negative balance occurs, or, in the case of a non-business day, by the first following business day, such account is not provided with sufficient available funds to settle the amount due, without the need for any request by the Bank;

l) the Holder fails to pay his taxes, tariffs, or any other duties and/or Social Security contributions on time;

m) incidents or defaults are registered in the name of the Holder at the Central Credit Register of Banco de Portugal or at specialised credit information companies that are legally authorised to carry out this activity;

n) if there is a delay or failure to comply with any obligation(s) of the Holder arising from this Agreement and/or other credit obligations and responsibilities assumed and to be assumed by the Holder before the Bank;

o) In the case of a Collective Card Account, if any of the circumstances listed in any

paragraphs above regarding any of its Holders.

44.2. – The early termination of the Agreement determines that all the pecuniary obligations of the Holder arising from this Agreement become immediately due, which will be immediately payable in full, and the Holder must make their full payment and return the Card to the Bank duly unusable

44.3. – Due to the early termination of the Agreement, the Holder will lose the right to all benefits associated with the holding and/or use of the same, but the he/she is entitled to the reimbursement of the Card fee already paid, for the amount equivalent to the one corresponding to the period of time not yet elapsed during which the card would be valid.

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

- a) The respective validity date ends;
  - b) It is replaced;
  - c) It is definitely cancelled; or,
  - d) As soon as this Agreement ceases, in any way whatsoever, to be in effect;
- all under the penalty that the Holder may be held liable for its improper use.

46. – The Agreement will also cease to be in effect, being immediately extinguished the right to use the card in case of death of the Holder and the respective heirs must immediately deliver the card to the Bank.

47. – If, after the cancellation of the card(s) by early termination, termination or under the terms foreseen in the precedent clauses, the respective Card account shows a positive balance, it is herein expressly agreed that the Bank may, by its initiative, transfer that amount to the Associated Current Deposits Account by deducting and collecting the charge provided for in the Annex below.

48.1. – The Bank may, at any time, alter the General Conditions or the provisions of the Annex below, provided that it informs in writing the Holder/First Holder, in case of a collective card account, through a written prior notice, preferably sent by email to the email address provided to the Bank, or by message inserted in the statement of the Card Account and/or the Associated Current Deposits Account, at least two months prior to the date of entry into force of those alterations.

48.2. - Before the effective date of the proposed amendments, the Holder may:

a) terminate and immediately end this Agreement without incurring charges, which shall be deemed to be accepted tacitly if he/she does not do so; or

b) accept the amendments proposed.

48.3. – It is expressly agreed that, in the subsequent silence of the Holder, it is deemed that the Holder tacitly accepts the changes 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.

48.4. - If the Holder does not agree with the proposed changes, the Holder may immediately terminate this Agreement provided that he/she communicates it to the Bank by registered post with acknowledgement of receipt or by any other means which shall be recorded in writing; in the event of such termination, the Holder shall be entitled to the reimbursement of the fee already paid for using the Card, in the amount proportional to the validity period of the Card not yet elapsed, but he/ she will continue to be responsible for the full payment to the Bank of all amounts due for the previous use of the Card, which are herein referred.

#### Section XIV. Processing Personal Data

49.1. – The Bank shall process, or may process, personal data belonging to any natural person identified as intervening in this agreement, namely, data classified as personal data such as identification data, biographical data, data on account debit/credit entries and other financial data and data regarding risk assessment, for various purposes, that may or may not be associated to this agreement, namely without limitations, providing services for receiving deposits, granting loans, making payments and all other transactions banks are permitted to carry out, managing contracts, complying with tax obligations, reporting and providing information to public authorities, assessing risk, preventing fraud, operations security, marketing and direct marketing, credit assignment, managing communications and claims, assessing customer satisfaction, statistical and accounting processing, collections and litigation, preventing money laundering and terrorism financing, monitoring service quality and complying with the legal and

regulatory obligations to which the Bank is subject to.

49.2. - The Bank keeps a digital record of the instructions transmitted by its Customers, including telephone conversations under the scope of specialised telephone channels, for proving and ensuring the quality of the commercial transactions carried out between the Bank and the owners of the personal data, and may be used in court in the event of litigation.

49.3. – The Bank may profile the natural persons intervening in this agreement based on their personal data or data related to their use of products and services, namely for purposes of creating risk profiles, for example for granting other loans or for assessing the evolution of the Customer's profile.

49.4. – The entities responsible for handling the data (controller) are the Bank, the joint ventures in which it takes part and companies controlled or partly owned by it. For that purpose, the Bank provides the contact information below: Av. Prof. Dr. Cavaco Silva (Tagus Park) Edf. 1, no. 32 2740-256 Porto Salvo, through the phone numbers 91 827 24 24 | 93 522 24 24 | 96 599 24 24 (call to national mobile network); +351 21 005 24 24 (call to national landline network) (Personal assistance 24/7). The cost of the communications depends on the price list agreed with your operator, or by email address: [secretariado.sociedade@millenniumbcp.pt](mailto:secretariado.sociedade@millenniumbcp.pt)

49.5. - The outsourcers, as well as suppliers or services license providers, including those with head office outside the European Union, may have access to the data collected and recorded by the Bank and process the data of the natural persons intervening in this agreement when and to the extent this is necessary to comply with the Agreement obligations set forth between the Bank and those persons, being outsourcers bound by the bank secrecy duty as well as by the duty to strictly comply with the legislation and rules applicable to personal data processing under the exact same terms that bind the Bank.

49.6. – Personal Data are stored for different periods of time, depending on the purpose for which they were collected and taking into account the following criteria: legal obligations for the conservation of information, necessity and minimization of

data processed according to the respective purposes. The Bank will erase or render anonymous the personal data of the natural persons intervening in the agreement when these are no longer necessary for the purposes for which they were collected and processed.

49.7. – The natural persons intervening in this agreement are granted by law the rights of access, to rectification, to object, to erasure, to restriction of processing and to data portability, by means of a written communication addressed to the Bank. The exercise of those rights, as well as any complaint regarding the processing of the personal data may be addressed to the Bank or to the Data Protection Officer, all in accordance with the provisos of the Bank's Privacy Policy, which can be found at any of the Bank's branches or at its website [www.millenniumbcp.pt](http://www.millenniumbcp.pt) and documents accessible through the different platforms the Bank uses to communicate. The contact information of the Data Protection Officer is: Av. Prof. Dr. Cavaco Silva (Tagus Park) Edf. 1, n° 32, 2740-256 Porto Salvo, or through the e-mail address: [protecao.dados.pessoais@millenniumbcp.pt](mailto:protecao.dados.pessoais@millenniumbcp.pt). There is also the right of making a complaint to a competent data protection supervisory authority as set forth by law.

49.8. – The privacy policy mentioned in the previous number may be altered at any time to adjust it to the best practices followed by the market or to future legislative and regulatory amendments. The updated version may also be found at any of the Bank's branches or at its website [www.millenniumbcp.pt](http://www.millenniumbcp.pt).

## **Section XV. Communications with the Central Credit Register of Banco de Portugal**

50. - 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.

51.1. – The CRC 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.

51.2. – 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.

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

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

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

## **Section XVI. Eligibility for monetary policy operations**

52.1. – The Bank's credit herein agreed is classified as an eligible asset as collateral for monetary policy operations in the Eurosystem, under the terms and conditions defined in the Instruction no. 3/2015, of 15 May 2015, 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.

## **Section XVII. Applicable language, law and jurisdiction**

53. – This Agreement is governed by the Portuguese language, law and jurisdiction. For all matters arising from this Agreement, the competent courts of law are those of Lisbon, Oporto and of the residence of the Holder/First Holder in case of a Collective Card Account in Portugal, waiving all others.

## **Section XVIII. 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 at [www.millenniumbcp.pt](http://www.millenniumbcp.pt).

55. – The Customer may also submit 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 Customer or the Customer may access it by means of the E-Complaints Book available at [www.livroreclamacoes.pt](http://www.livroreclamacoes.pt) following the instructions disclosed therein for that purpose or by accessing the website of the Banking Customer Portal where the Customer may fill in and print the online claim or print it and fill in the above claim form and send it by mail to the address of Banco de Portugal, as per the instructions described therein for that purpose.

56.1. – 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)).

56.2. – The Customer may choose to file for extra-judicial resolution 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.

57. – Please be informed that the Bank has available a service that receives and extra-

judicial handling of any claims that the Customers wish to present. For that purpose, the claims are to be sent to: Customer Care Centre, by calling 00351 21 005 24 24 (call to the national landline), 91 827 24 24 / 93 522 24 24 / 96 599 24 24 (call to the national mobile network), and/or e-mail to the address [www.millenniumbcp.pt](http://www.millenniumbcp.pt) and/or in writing and must, in this case, address the claim to Av. Prof. Dr. Cavaco Silva, Tagus Park Edif. 3, Piso 0, Ala C, 2744-002 Porto Salvo.

## **Section XIX. Supervisory Authorities**

58. – Banco Comercial Português, S.A. is subject to supervision by the European Central Bank with registered office at Sonnemannstrasse 22, 60314 Frankfurt, Germany and of Banco de Portugal, with registered office at Rua do Ouro, 27 (1100- 150 Lisbon), within the scope of the Single Supervisory Mechanism.

## **Section XX. Anti-money laundering and countering terrorism financing**

59.1. In accordance with the law, the Bank may refuse or suspend the execution of transaction(s) ordered by the Holder, or by his/her representative or attorney-in-fact, as well as block the payment instrument, inhibit the movement of funds and/or terminate the business relationship with immediate effect, when it has knowledge or suspicion, or in the opinion of the Bank there is an increased risk, that the transaction(s) is related to committing the crime of money laundering or terrorism financing, as well as when the Holder does not provide all the information required under the law, including in particular:

- a) adequate information to assess the beneficial ownership, ownership and control structure of the beneficiary;
- b) information on the nature, object and purpose of the business relationship;
- c) information on the origin and destination of the funds;
- d) information needed to the periodic updating of the identification details of the Holder, representative(s) and/or beneficial owners.

59.2. The provisions of this Section shall not preclude the application of laws and regulations which otherwise provide on the subject.

## ANNEX

**TO THE GENERAL CONDITIONS OF USE, RIGHTS AND DUTIES OF THE PARTIES** - within the scope of the services rendered by the Bank in accordance with this Agreement, the fees and charges indicated below and in force at any moment and published at the internet websites of the Bank and of Banco de Portugal, at the Bank Customer Portal and at all Bank's Branches.

### 1. Credit, Debit and Prepaid Cards (digital and/or physical)

Card (digital and/or physical)	Type	TAN * (global annual effective interest rate)	TAEG** (global annual effective interest rate)	Fee Card Provision, digital and/or physical (Includes Stamp Tax. 4%);	
				1st holder	2nd holder
Débit (1) (2)	Débit	---	---	24,44€	24,44€
Debit Base Account (exclusive for Customers with base account)	Débit	---	---	Free	24,44€
Jovem 12/17 Débit (3)	Débit	---	---	24,44€	24,44€
UnionPay Debit	Débit	---	---	24,44€	24,44€
Prestige Debit	Débit	---	---	24,44€	24,44€
Jovem	Pre-Paid	---	---	10,40€	10,40€
Pre-Paid	Pre-Paid	---	---	10,40€	10,40€
Travel	Pre-Paid	---	---	26,00€	26,00€
GO!	Crédit	13,300%	13,8%	Grátis	Grátis
Classic	Crédit	13,300%	15,4%	10,40€	10,40€
Gold Prestige	Crédit	12,900%	18,1%	31,20€	31,20€
Platinum	Crédit	12,500%	16,7%	83,20€	83,20€
TAP Classic	Crédit	13,300%	19,2%	41,60€	41,60€
TAP Gold	Crédit	12,900%	17,2%	83,20€	83,20€
TAP Platinum	Crédit	12,500%	18,7%	312,00€	312,00€
Travel Mate Platinum	Crédit	12,500%	15,5%	83,20€	83,20€
Fractional Payment Modality***	Crédit	11,000%	---	---	---

The digital and/or physical Card, Annual Fee is charged annually and in advance.

## Credit Cards, digital and/or physical:

Fractional Payment Modality with payment option other than 100% of the balance - the effective use of the credit is subject to stamp tax in conformity with the legislation currently in force (General Table of Stamp Duty, article 17.2.4) applied on the monthly average of credit used, which is obtained by the sum of the balances in debt calculated daily during the month, divided by 30, with the respective amount being debited and charged monthly.

Fractional Payment Method - The use of the credit is subject to Stamp Tax, applied for each month or fraction at the time of use, in accordance with the legislation currently in force (General Stamp Tax Table - article 17.2.1).

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

**\*\* GO!:** TAEG (Global Annual Effective Rate) of 13.8% and TAN (Annual Nominal Rate) of 13.300% for a credit limit of €1.500 paid in 12 equal monthly instalments of capital plus interest and charges.

Without provision fee. Stamp tax included. Subject to credit risk assessment.

**Classic:** TAEG of 15.4% and TAN of 13.300% for a credit limit of €1.500 paid in 12 equal monthly instalments of capital plus interest and charges.

Annual provision fee of €10.40 charged in advance. First collection in the month the card is taken out and, in subsequent years, in the same month as the first. Stamp tax included. Subject to credit risk assessment.

**Gold Prestige:** TAEG of 18.2% and TAN of 12.900% for a credit limit of €1.500 paid in 12 equal monthly instalments of capital plus interest and charges.

Annual provision fee of €31.20 charged in advance. First collection in the month the card is taken out and, in subsequent years, in the same month as the first. Stamp tax included. Subject to credit risk assessment.

**Platinum:** TAEG of 16.7% and TAN of 12.500% for a credit limit of €5.000 paid in 12 equal monthly instalments of capital plus interest and charges.

Annual provision fee of €83.20 charged in advance. First collection in the month the card is taken out and, in subsequent years, in the same month as the first. Stamp tax included. Subject to credit risk assessment.

**TAP Classic:** TAEG of 19.2% and TAN of 13.300% for a credit limit of €1.750 paid in 12 equal monthly instalments of capital plus interest and charges.

Annual provision fee of €41.60 charged in advance. First collection in the month the card is taken out and, in subsequent years, in the same month as the first. Stamp tax included. Subject to credit risk assessment.

**TAP Gold:** TAEG of 17.2% and TAN of 12.900% for a credit limit of €5.000 paid in 12 equal monthly instalments of capital plus interest and charges.

Annual provision fee of €83.20 charged in advance. First collection in the month the card is taken out and, in subsequent years, in the same month as the first. Stamp tax included. Subject to credit risk assessment.

**TAP Platinum:** TAEG of 18.7% and TAN of 12.500% for a credit limit of €12.500 paid in 12 equal monthly instalments of capital plus interest and charges.

Annual provision fee of €312.00 charged in advance. First collection in the month the card is taken out and, in subsequent years, in the same month as the first. Stamp tax included. Subject to credit risk assessment.

**Travel Mate Platinum:** TAEG of 15.6% and TAN of 12.500% for a credit limit of €7.500 paid in 12 equal monthly instalments of capital plus interest and charges.

Annual provision fee of €83.20 charged in advance. First collection in the month the card is taken out and, in subsequent years, in the same month as the first. Stamp tax included. Subject to credit risk assessment.

\*\*\* The Fractional Payment Modality is available in the following cards: GO!, Classic, Gold Prestige, Platinum, TAP Classic, TAP Gold and TAP Platinum.

- 1) Exempt from Card fee if and when associated with a Minimum Banking Services Account.
- 2) Holders up to the age of 30 have a 40% discount on the provision fee.
- 3) Holders up to the age of 17 have a 40% discount on the provision fee.



## 2. Withdrawals and Payment Operations with digital and/or physical cards:

	Travel Pre-paid Card	Debit, Pre-Paid and Jovem Cards	Crédit Cards (4)
<b>1. Cash withdrawals</b>			
<b>1.1. Transactions made inside the currencies and countries covered by Regulation (EU) 2021/1230</b>			n.a.
In EEA, in Euros, Swedish Krona or Romanian Leu (1)	Free of charge	Free of charge	
<b>1.2. Transactions made outside the currencies and countries covered by Regulation (EU) 2021/1230</b>			
Rest of the World	5,00€	4,00€ + 0,50% + 3,85% (2) (6)	
<b>2. Cash-Advance</b>			
<b>2.1. Transactions made inside the currencies and countries covered by Regulation (EU) 2021/1230</b>			4,00€ + 4,00% (5,8)
In EEA, in Euros, Swedish Krona or Romanian Leu (1)	n.a.	n.a.	
<b>2.2. Transactions made outside the currencies and countries covered by Regulation (EU) 2021/1230</b>			4,00€ + 4,00% + 3,85% (2,6,9)
Rest of the World	n.a.	n.a.	
<b>3. Operations for the payment of goods and services (POS)</b>			
<b>3.1. Transactions made inside the currencies and countries covered by Regulation (EU) 2021/1230</b>			
In EEA, in Euros, Swedish Krona or Romanian Leu (1)	Free of charge		
Fee for credit transactions carried out in gas stations	n.a.	0,50€	
<b>3.2. Transactions made outside the currencies and countries covered by Regulation (EU) 2021/1230</b>			
Rest of the World	Free of charge	3,85% (2,7)	
<b>3.3. Quasi-Cash payment operations with a Credit digital and/or physical Card (3)</b>			
It is applied on the following transactions: a) carried out in commercial betting establishments, namely games, lotteries, casinos, gambling chips; b) money transfer orders; c) purchase and sale of foreign currency, traveller's cheques.	4,00€ + 0,5%		
<b>4. Credit advance through transfer into the Associated Account</b>			4,00€ + 4,00% (8)
<b>5. Transfer of the credit balance from the Card Account to the current account</b>			4,00€
Tax stamp of 4% is added to the amount charged.			

POS - Point of Sale.

(1) Only applies to transactions carried out in euros, Swedish krona or Romanian leu in the following countries covered by Regulation (EU) 2021/1230:

(a) of the Eurozone: Belgium, Germany, Greece, Spain, France, Ireland, Italy, Luxembourg, Netherlands, Austria, Portugal, Finland, Slovenia, Cyprus, Malta, Slovakia, Estonia, Latvia, Lithuania and Croatia;

(b) of the European Union: Czech Republic, Denmark, Hungary, Poland, Sweden, Bulgaria, Romania;

(c) of the EEA: Iceland, Norway and Liechtenstein.

(2) Applies to each transaction carried out:

(i) - in a currency other than the Euro, the Swedish Krona or the Romanian Leu in the following countries covered by Regulation (EU) 2021/1230: (a) of the Eurozone: Belgium, Germany, Greece, Spain, France, Ireland, Italy, Luxembourg, Netherlands, Austria, Portugal, Finland, Slovenia, Cyprus, Malta, Slovakia, Estonia, Latvia, Lithuania and Croatia; (b) of the European Union: Czech Republic, Denmark, Hungary, Poland, Sweden, Bulgaria, Romania; (c) of the EEA: Iceland, Norway and Liechtenstein; (ii) - in any currency outside the aforementioned countries covered by Regulation (EU) 2021/1230.

In the case of Platinum and Platinum Private Banking Credit Cards, the International Servicing Fee is 1% (instead of 3.85%).

In the case of GO! credit cards, Gold Prestige credit cards and Debit for holders aged between 18 and 30, Prestige Debit and Gold Debit Private Banking cards, the International Servicing Fee is 3% (instead of 3.85%).

(3) Only applies to the transactions made with credit cards.

(4) Applicable to credit cards of the network Visa, Mastercard and UnionPay.

(5) With the solution Millennium Travel the total unit cost amounts to 1,92€ (plus stamp tax).

(6) With the solution Millennium Travel the total unit cost amounts to 1,92€+0%+0% (plus stamp tax).

(7) With the solution Millennium Travel the total unit cost amounts to 0%.

(8) In the case of the Platinum Credit Card the total unit cost amounts to 1,00€ (plus stamp tax).

(9) In the case of the Platinum Credit Card the total unit cost amounts to 1,00€+1% (related to the International Servicing Fee, see note 2, plus stamp tax).

### 3. Other Fees:

Fee for credit transactions carried out in gas stations	0,50€ (1)	
Replacement of a digital and/or physical card at request of the holder *	15€ (1)	
Urgent Production rate	20€ (1)	
Fee for Credit Limit exceeded	15€ (1)	
Fee for Correction of Payment of Credit Card	15€ (1)	
Remittance of the Secret Code or card to the Branch	10€ (2)	
Express service of remittance of PIN or card (Service provided by Express Mail, DHL, Fedex, Ups, MRW or any other Express mail operator)	40€ (2)	
Issue of a new Secret Code	10€ (1)	
Early Repayment Fee of transactions in fractional payments **	0,25% (1)	
Outstanding Amounts Recovery Fee: 12€ (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€.		
<b>Millennium Rewards - Annual Fee</b>	10€ (1, 3)	
<b>Solution Millennium Travel (4)</b>		
Solution Millennium Travel 30 days - Fee	4,80€ (1)	
Solution Millennium Travel 90 days - Fee	9,61€ (1)	
Solution Millennium Travel 1 year - Fee	28,84€ (1)	
<b>Reimbursement of Pre-paid digital and/or physical Cards</b>	At the Millennium bcp Branch	Credit into the Associated Account
Reimbursement of the total or partial monetary value stored in the card while this Agreement is in effect:	4€ (1)	4€ (1)
Reimbursement of the total or partial monetary value stored in the card up to one year after this Agreement is in effect:	-	-
Reimbursement of the total or partial monetary value stored in the card up for more than one year after the termination of this Agreement:	4€ (1)	4€ (1)

(1) Plus stamp tax item 17.3.4 of the TGIS, presently 4%.

(2) Plus VAT.

(3) Exempt for Gold Prestige and Platinum cards

(4) Optional service, which can be added through the Millennium App to any of the holder's credit cards, with the exception of TAP cards, and for debit cards Prestige Debit and Debit for holders aged between 18 and 30, which, upon payment of the Millennium Travel fee, grants for the chosen period the total exemption from the international service fee (ISF) on all transactions with the Card and application of a more favourable fixed fee on cash advances on credit and cash withdrawals at ATMs made with the Card in any currency in the EEA, and in the Rest of the World.

\* Replacement of the card for another with similar characteristics at request of the holder, including situations when the reason for the request lies on the demagnetisation of the card, the poor condition of the plastic or the cancellation of the payment instrument in the case of misplacement, loss, theft or robbery, misappropriation or non-authorized authorization reported to the Bank. Not applicable in cases where the replacement of the card is due to: deficient plastic manufacture; cancellation of the card on the Bank's initiative for reasons of security of the card itself, suspicion of unauthorised or fraudulent use, or due to the significant increase in the risk of the customer not being able to comply with payment responsibilities for cards with an associated credit line; capture of card in ATM or POS, namely due to excess attempts to enter the PIN, retention of the card after the time-out or fraud in ATM; misplacement in the remittance of the card or respective personalised security devices by the Bank.

\*\* One-off service provided at the Customer's request, through the Millenniumbcp App. Applicable whenever the cancellation of a transaction is requested that the Customer has defined for the fractional payment plan. Calculated on the amount of principal repaid in advance.

#### 4. MB WAY Transfer Fees:

	Brackets	Channel for receiving transfer orders	Other conditions
		Internet and Mobile Banking	
<b>MB WAY Transfers</b>			
<b>- Orders Issued in Euro - Mobile device</b>			
Using Millennium App	Up to 2.000€	0,10%, maximum amount 1,20€	Limits and Exemptions Note (1) and (2)
<b>- Orders Issued in Euros – Mobile Device</b>			
Using MB WAY APP	Up to 2.000€	0,20%, maximum amount 1,20€	Limits and Exemptions Note (1) and (2)
<b>- Orders Received</b>			
From an account of the same Credit Institution	-	Free	Not3 (3)
From an account with another Credit Institution	-	Free	Not3 (3)
<b>Plus Tax</b>	Plus 4% Stamp Tax		

- (1) MB WAY transfers, a service available only in the Mobile Banking, are limited to a maximum amount per transfer of 2.000€ and a maximum monthly amount of 5.000€ (from day 1 to the last day of the month).
- (2) - The transactions that do not exceed the following limit are exempt from the fee for issuing a transfer:
- 30 Euros per operation, or
  - 150 Euros transferred during the period of one month, or
  - 25 transfers made within a month.
- Exempt for Accounts that have one of the following Integrated Solutions: Program Prestige, Program Prestige Direto, Portugal Prestige, Cliente Frequente, Cliente Frequente Light, Mais Portugal or Millennium GO!, provided that used in Millennium App.
- Exemption for senders aged 23 years old or under provided that made in the Millennium App.
- In Minimum Banking Services accounts, the transactions that do not exceed the following limit, are exempt from the fee payment:
- 30 Euros per operation, or
  - 300 Euros transferred during one month; or
  - 30 transfers made within a month.
- (3) The MB WAY transfers from current account are limited to 50 transfers and a maximum amount of 5.000€ per month (from day 1 to the last day of the month).