

Special Terms and Conditions - My Degroof Petercam Luxembourg
as at 1 January 2018



Article 1: Introductory provisions

My Degroof Petercam Luxembourg is an online service that Banque Degroof Petercam Luxembourg S.A., with the assistance of the Belgian company Banque Degroof Petercam N.V./S.A., offers to its clients.

These Special Terms and Conditions, together with the general terms and conditions of Banque Degroof Petercam Luxembourg S.A. («General Terms and Conditions»), apply to the Services offered to the User. In the case of divergence between these Special Terms and Conditions and the General Terms and Conditions, the My Degroof Petercam Luxembourg Special Terms and Conditions shall prevail. They shall replace any other previous agreement on the same subject.

During the term of the agreement, the User has the right to request these Special Terms and Conditions in paper format or on any other durable medium.

The Bank reserves the right to employ sub-contractors to perform the Services.

Article 2: Definitions

- **“Device”**

Any device used by the User to access the Services via Internet access.

- **“Mobile Application”**

The computer application provided by the Bank to access and use My Degroof Petercam Luxembourg using a Device belonging to the User.

- **“The Bank”**

Banque Degroof Petercam Luxembourg S.A., having its registered office at L-2453 Luxembourg, 12 rue Eugène Ruppert, registered in the Registre de Commerce et des Sociétés (Commercial Register) in Luxembourg with the number B25459.

- **“Code”**

Any pin code or other personal and confidential identifier code provided to or chosen by the User so that he/she can identify himself/herself and access and activate the Services.

- **“Account”**

All the Accounts opened by the holder in the Bank's books and for which use of the «My Degroof Petercam Luxembourg» Services has been requested and validated by the Bank.

- **“Digicode”**

The eight-digit electronic signature generated by the Digipass.

- **“Digipass”**

An electronic device provided by the Bank that issues a Digicode which is required to access the Services.

- **“User Guide”**

A manual that may be accessed by the User (either online or on paper) and containing some conditions and technical guidelines for accessing and using the Services. The User will be notified of any update of the User Guide by a notice on the website or by any other means.

- **“Means of Identification”**

Any technical means of identification and signature made available to Users by the Bank, including any Means of Biometric Identification supported by the technology used by the Bank in order to provide the Services. These may include, but shall not be limited to, a Digipass that issues a single Digicode in order to identify the User, a password, activation of the fingerprint recognition function on the User's Device, etc.

- **“Means of Biometric Identification”**

Any means of biometric identification chosen by the User depending on his Device in order to access the Services and which is listed by the Bank in the User Guide, as it is supported by the technology used by the Bank to provide its Services. For example, and generally speaking, means of biometric identification could include User identification via face or eye recognition or the fingerprint of the User.

- **“Service Provider”**

Banque Degroof Petercam N.V./S.A., with registered offices at 44 rue de l'Industrie, 1040 Brussels, registered in the Brussels Trade Register under number 0403.212.172.

- **“Services” or “My Degroof Petercam Luxembourg services”**

The services offered by the Bank via My Degroof Petercam Luxembourg allowing the User to consult data (balance and history of transactions) relating to his/her cash and securities accounts online via the Internet or Mobile Application. Online consultation of these accounts is in accordance with these Special Terms and Conditions and the rules set out in the User Guide.

The Services also include, but are not limited to, the following personalized information: (i) invitations to events organized by the Bank, (ii) certain macroeconomic data, (iii) the composition of the client's portfolio, i.e. the cash and financial instruments held in the Account, (iv) among others.

- **“User”**

The natural person who is the Account holder or representative authorized to act for the Account to which the Services apply.

Article 3: Conditions of access to the Services

3.1. General

3.1.1.

The Services may be accessed by the User after following the procedures set out in the User Guide, either via the Internet (my.degroofpetercam.lu) or the Mobile Application.

3.1.2.

The User shall use the Services in compliance with the rules set out in these Special Terms and Conditions, the General Terms and Conditions, the User Guide and any other information or instruction provided by the Bank by post, e-mail or any other means.

3.1.3.

If a User enters the wrong Code, access to the Services will be automatically blocked as follows:

- if the wrong pin code is entered five times, the Digipass will be disabled;
- If the wrong Digicode is entered nine times, the Digipass will be disabled and it will no longer be possible to access the Services using the Digipass.

3.1.4.

In the cases provided above, the User should contact the Bank, which will, at its own discretion, take the appropriate measures to restore his/her access to the Services. If the User realizes that he/she has forgotten his/her Codes, he/she should contact the Bank immediately or at the earliest opportunity.

3.2. Security measures

3.2.1.

The Bank reserves the right to refuse access to the Services or to terminate or suspend access to the Services under the conditions set out in these Special Terms and Conditions.

3.2.2.

In particular, and without prejudice to the other provisions provided in these Special Terms and Conditions, the Bank may decide to block access to the Services, with immediate effect and without advance notice, in the following case(s):

- The User has not installed the latest update of his/her internet browser or Mobile Application;
- The User's Device does not comply with the security instructions set out in the User Guide, these Special Terms and Conditions and/or the General Terms and Conditions;
- The protection features of the User's Device, which would enable the Services to be used safely, have been deactivated;
- The User has not followed the security instructions given by the Bank directly or set out in the User Guide, these Special Terms and Conditions or the General Terms and Conditions;
- The User repeatedly enters a Means of biometric identification into the Application different to those registered on the Device, or adopts any other unusual or erratic behavior that creates a reasonable suspicion of attempted fraud;
- The Bank has detected or been informed of potential fraud or misuse of the Services.

3.2.3.

After connecting to the Services for the first time, some of the characteristics of the Device on which the Mobile Application is used are recorded automatically. The User may request at any time that the recording of the Device is disabled via Digital Care Unit.

3.2.4.

The Bank may, at its own discretion, disable the recording of the Device at any time, preventing access to the Services.

3.2.5.

The Bank is at all times authorized to implement new Means of Identification and to amend the means and procedures for accessing the Services in order to optimize the security of its systems and its website. The Bank will duly inform the Users of these new Means of Identification.

3.2.6.

If the Services are intentionally blocked by the Bank, the Bank may authorize the access and use of the Services again at its own discretion.

3.2.7.

If it is no longer possible to access the Services, the User may consult his/her Accounts by any other authorized means of access permitted by the General Terms and Conditions.

Article 4: Use of Services

4.1. Operating hours

4.1.1.

The User has access 24 hours per day, seven days a week, without prejudice to the provisions provided in these Special Terms and Conditions.

4.1.2.

The Bank may suspend access to these Services at any time for the purposes of:

- carrying out maintenance or improving the My Degroof Petercam Luxembourg Services; or
- making improvements to its computer system; or
- fixing or preventing any machine, software or communication equipment breakdowns or failures (including in the event of attempted hacking or embezzlement).

4.1.3.

Access to the Services may also be suspended in the event of a technical problem or network overload, the cutting of telephone lines, errors, negligence or faults on the part of a third party or the User, in particular, when installing and using the Services, as well as any other circumstances that are beyond the Bank's control or in the case of force majeure (e.g. strikes, attacks, etc.).

4.1.4.

The Bank cannot guarantee access to the Services if there is a considerable or unexpected increase in the volume of use of My Degroof Petercam Luxembourg.

4.1.5.

The Bank will make every reasonable effort to limit the maximum period of interruptions of access to the Services and to inform the User of the day and time, as well as of the period, of disruption.

4.1.6.

The Bank shall not be liable for any damage resulting from the suspension or interruption of the Services. The User is not entitled to any compensation as a result of the above.

4.2. Consultation and time lag

4.2.1.

The Bank draws the User's attention to the fact that the Account balance may not always be the actual balance at the time. These differences are primarily due to the fact that there may be a time lag between the implementation and the accounting entry of a transaction.

4.2.2.

The Bank cannot provide any guarantees as to when the information is displayed, but will do its best to ensure that the transaction appears on My Degroof Petercam Luxembourg as quickly as possible.

Article 5: Identification

5.1.

The User acknowledges that the Means of Identification, including any technical means of identification and signature made available by the Bank for the User to access and use the Services, are considered an electronic signature within the meaning of the law and are full proof of the User's identity.

5.2.

If the Bank informs the User of a problem relating to the Means of Identification, the User is solely responsible for using the Means of Identification if they have not been modified or adapted in accordance with Bank injunctions.

Article 6: The User's obligations

6.1.

The User shall use the Services with due diligence, and shall fully comply with the instructions and obligations set out in the «User Guide», any updates to the «User Guide» and any information and instructions provided by the Bank on its website, via the Mobile Application or by any other means, such as a letter, e-mail or Account statement.

6.2.

The User shall ensure, at its sole responsibility, the organization, surveillance and control mechanisms are in place to ensure the safety and confidentiality of the Means of Identification. To that end, the User shall ensure:

- any standard and recommended protection systems for his/her computer or internet system are in place (firewall, anti-spyware, anti-virus, etc.);
- any updates available for the Mobile Application are installed;
- any means used to access the Services are in a safe place and not available to a third party;
- any appropriate measures are taken, when the User has requested access to My Degroof Petercam Luxembourg, to ensure that he/she will receive the confidential Means of Identification personally;
- his/her Codes have been memorized and are kept confidential;
- any Codes chosen are not a combination that is too simple, for example, 111111, 12345 or relating to personal information (date of birth, etc.);
- his/her confidential Codes are not under any circumstances passed on to or used by third parties (including family members or friends);

- his/her Codes are not recorded in a way that is easily recognized or even in coded format, on or near the Device used for online consultation;
- the Codes are only used in a safe place where there is no one else looking and there are no distractions;
- he does not allow third parties (including family members or friends) to save their own Means of Biometric Identification on the Device; if the Means of Biometric Identification of persons other than the User are saved at the time of installation of the Mobile Application the User shall ensure that they are deleted prior to installation.

6.3.

The User is solely responsible for ensuring that the computing equipment and software, and the telecommunication system, comply with the specifications in the technical documentation provided by the Bank.

6.4.

The User must inform the Bank if he/she becomes aware that:

- his/her Codes or Means of Identification have been lost or stolen, or if they are not received within a reasonable time if sent by post; or
- his/her Devices have been lost or stolen; or
- an error or irregularity has been made on the Account statements.

6.5.

Notification in the cases mentioned above may be given via the Digital Care Unit. If the User does not take these precautions, he/she is responsible for the fraudulent use of his/her Means of Identification or Codes.

6.6.

Any dispute regarding a transaction carried out via the Services must be notified to the Bank as soon as the User is aware of the alleged transaction and, in all cases, within three months after the User has received information relating to the transaction. If it is informed within that time, it is the Bank's task to furnish proof that the transaction has been properly registered and booked and has not been affected by any technical problem or other flaw whatsoever that falls within the competence of the Bank.

6.7.

If the Digital Care Unit is not available, the User shall give notification as soon as this Service is available again.

6.8.

The User acknowledges having been informed by the Bank of the technical measures and minimum configurations required to ensure secure access to the Services. In this respect, the Bank shall not be liable for any security risk as a result of the User's lack of foresight or non-compliance with instructions from the Bank with respect to his/her Device(s), Internet browser, firewall, anti-virus or even his/her operating system.

6.9.

The User irrevocably waives the right to invoke a lack of internet access or any other problem in connection with his/her own computing equipment and software, telecommunications system, etc.

Article 7: The Bank's obligations and liability

7.1.

The Bank will make all reasonable efforts to ensure the User can access and use the Services, without prejudice to any other article of these Special Terms and Conditions.

7.2.

The Bank's commitments towards the User within the context of the Services constitute best efforts obligations. The Bank shall take all reasonable measures to ensure that Users are provided with a regular service and appropriate identification and authentication methods.

7.3.

The Bank shall put in place and maintain security systems in compliance with recent technical developments in order to protect its websites and the Mobile Application against any known viruses and digital fraud following, inter alia:

- the interruption, termination or malfunction of the Services;
- any theft, loss, destruction or modification of the data and logistics or digital equipment following the illegal access of the Bank's or User's computing system by a third party, and following a virus from the Bank's or User's website, Internet, or computing system.

7.4.

Except in the case of wilfull misrepresentation or gross negligence of the Bank, the Bank is not required to indemnify the User for any direct or consequential damage that he/she may have incurred as a result of, but not limited to:

- the interruption, termination or malfunction of the Services. In this case, the User is urged to consult his/her Account using another means authorized by the Bank;
- any theft, loss, destruction or modification of the User's data, software or computing equipment following the illegal access of the Bank's or User's computing system by a third party, and following a virus from the Bank's or User's site, Internet, or computing system;
- improper use of the Services by the User or third parties.

7.5.

The User acknowledges being informed that the Bank, in accordance with the contractual and technical documentation, designates the Service Provider that renders the Services related to My Degroof Petercam Luxembourg. The Bank undertakes to comply with the applicable regulations and to inform the User of any appointment of a new service provider as soon as possible, in accordance with the applicable contractual provisions. In the event of the User's disagreement with such appointment or designation, the User, who is also the Account Holder, undertakes to send a written request to the Bank for termination of the Services and the Proxy User undertakes to inform the Bank in writing of his/her withdrawal from the Services.

Article 8: Fees and expenses

8.1.

There is no charge for the Services.

8.2.

The User shall bear any costs relating to his/her equipment required to use the Services, as well as any installation, repair or replacement costs associated with the use of these Services.

8.3.

Any costs associated with an internet subscription in Luxembourg or abroad shall be fully incurred by the User.

Article 9: Privacy and data protection

9.1.

All rules relating to privacy and data protection set out in the Bank's General Terms and Conditions shall apply to the Bank and the User within the context of the access and use of Services.

9.2.

In addition to the rules mentioned in Article 9.1, the User authorizes the Bank to record any activity (i.e. consultations, requests and messages) in My Degroof Petercam Luxembourg in its interest to evaluate and improve the Services. This may be by optimizing the website or Mobile Application, statistics, a satisfaction survey, etc. These data will always be processed in a way which minimizes the impact on the User's private life as best possible.

9.3.

The User acknowledges being informed that the Bank calls upon the Service Provider for the provision of operational and computer services related to the systems, software, programs, applications and Mobile Applications used for the Services. The Service Provider may, within the framework of hosting, corrective or adaptive maintenance and the development of the systems, software, programs, applications and Mobile Applications necessary for the Services, have access to personal data of the Holder(s) and his/her/their authorized representative(s) such as name, surname, address, account number, cookies, etc. The User agrees that personal data may be accessed by the Service Provider and its directors, employees and agents necessary for the provision of the Services in the country of the Service Provider. The Bank undertakes to ensure that the Service Provider and its directors, employees and agents shall not have access to personal data except where they are necessary for the provision of the Services, to the exclusion of any other purpose.

9.4.

The User acknowledges having been informed of this and accepts that confidential information protected by the professional secrecy in force in Luxembourg relating to the bank account, its holders, transactions, recipients of transactions and the use of the Service (such as, for example, cookies) may be accessible to the Bank's Service Provider and its directors, employees and agents necessary for the provision of the Services in the Service Provider's country. The Bank undertakes to ensure that the Service Provider is either contractually bound to an obligation of confidentiality concerning the confidential information or is subject to a legal obligation of confidentiality in application of the law in its country or bound by a contractual obligation of confidentiality.

9.5.

When the User uses a Means of Biometric Identification for purposes of identification, he/she does so under his/her sole responsibility. In particular, the same confidentiality and security rules apply to a Means of Biometric Identification as those applicable to Codes and other means of identification. The User therefore assumes sole responsibility for access to his/her Account(s) after identifying himself/herself using the Means of Biometric Identification, including by any third person whose Means of Biometric Identification is or would be saved on the User's Device.

Article 10: Cookies

The Bank uses "cookies" i.e. small text files created by a program on the Bank's server but stored on the hard disk of the User's Device. These cookies are essential to the proper running of My Degroof Petercam Luxembourg. They record the websites visited by the User and ensure that the Services offered meet the specific needs of the User. They also provide the User with a better Service. Cookies also mean that the User does not have to resubmit certain information every time. A cookie may, for example, save information such as the language selected by the User, so that he/she is automatically directed to the information required in the language chosen during the first visit. These cookies are never used for any other purpose. By accepting these Special Terms and Conditions, the User agrees to the use of cookies.

Article 11: Means of Biometric Identification

Any User that has saved a Means of Biometric Identification on the operating system of his Device may decide to use it as a Means of Identification to enable him to make use of the Services via the Mobile Application providing that it is supported by the technology used by the Bank to provide its Services.

11.1.

This Means of Identification shall be saved using the recognition function on the User's Device, for which the Bank declines any responsibility.

11.2.

When the User chooses to use a Means of Biometric Identification as his Means of Identification, he shall guarantee that only his own biometric data are saved on the Device.

11.3.

The biometric data collected by the recognition function of the Device belonging to the User shall not be transferred, in any form, to the Bank or to its Service Provider. In particular, the Bank shall never process the biometric data of the User or even his/her representation. Only data confirming or otherwise the validity of the User's Means of Biometric Identification in respect of the biometric data saved on the User's Device shall be communicated to the Bank within the framework of use of the Mobile Application. If personal data other than the biometric data of the User were to be processed by the Bank, the latter shall do this in accordance with the Bank's data protection and privacy policy, and especially with the General Terms and Conditions and the Privacy Charter.

11.4.

Data processing within the framework of recognition of biometric data by the Device shall be subject to the terms and conditions and the privacy policy of the manufacturer of the Device.

Article 12: Intellectual property

The User only has a non-exclusive and non-transferable right to the software, programs, applications, Mobile Applications, User Guide and any other documents provided by the Bank for the duration of the agreement. He/she agrees to use them in accordance with the instructions and directions of the Bank and may not, in any form or fashion whatsoever, make them available to third parties or copy, decompile, adapt or alter them in any way. More generally, he/she undertakes to comply with all property rights, particularly intellectual property rights, of the Bank, its sub-contractors or any other relevant persons.

12.1.

The User may not transfer the rights and obligations resulting from this agreement to any third parties.

Article 13: Amendments

The Bank reserves the right to unilaterally amend these Specific Terms and Conditions at any time.

13.1.

Any amendments made by the Bank to these Special Terms and Conditions will be communicated to the User within one month of taking effect, by letter, Account statement, e-mail, communication via the website or Mobile Application, or any other means the Bank judges to be appropriate.

13.2.

If the User fails to exercise his/her right to terminate the agreement within one month of receiving notification of the amendments, the above-mentioned amendments of the Special Terms and Conditions will be deemed approved and contractually binding on the User.

13.3.

If any new My Degroof Petercam Luxembourg services are made available to the User, the User may, after having been informed of the main characteristics of these new My Degroof Petercam Luxembourg services, give his/her approval immediately in the way agreed for this service. The new services and corresponding terms and conditions will take immediate effect.

13.4.

Notwithstanding the above and in particular the time frame within which the amendments made by the Bank to these Special Terms and Conditions will take effect, it is understood that any amendments relating to the Means of Identification and/or the security measures taken by the Bank to secure My Degroof Petercam Luxembourg will take effect as soon as they are communicated to the User by letter, Account statement, e-mail, communication via the website or Mobile Application, or any other suitable means. If the User accesses the Services for the first time after receiving notification of the above-mentioned amendments, the Bank may conclude that the User has fully approved them.

Article 14: Duration and termination

14.1.

The User shall register for the Service for an indefinite period.

14.2.

Either party can terminate the agreement by written notice of eight days, without prejudice to Article 12 above.

14.3.

In case of gross misconduct, fraud or gross negligence by the User, the Bank is entitled to terminate the Service with immediate effect, without prejudice to any compensation that may be owed to the Bank by the User.

Article 15: Applicable law and jurisdiction

This agreement is governed by Luxembourg law. In case of a dispute, the competent courts will be the courts of Luxembourg.

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