

"My Degroof Petercam" Terms and Conditions

Valid from 02/07/2022

1. Introductory provisions

These My Degroof Petercam Specific Terms and Conditions (the "Specific Terms and Conditions") set the terms and conditions which apply to the My Degroof Petercam services and the Application ("the Agreement").

My Degroof Petercam is an online service offered by Banque Degroof Petercam SA to its clients.

These Specific Terms and Conditions, together with the Banque Degroof Petercam general terms and conditions ("General Regulations" or "GOR") shall apply to the Services offered to the User. In the case of divergence between these Specific Terms and Conditions and the General Operating Regulations, the My Degroof Petercam Specific Terms and Conditions shall prevail. They shall replace any other previous agreement on the same subject.

The Specific Terms and Conditions are available in English, French and Dutch. The versions in all languages have the same legal value.

During the term of the Agreement, except when the User expressly waives this right, he/she is entitled to request these Specific 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.

The Account Holder represents that he/she is aware of the content of the Specific Terms and Conditions and expressly agrees to them by signing the "My Degroof Petercam" Agreement.

2. Definitions

"Account":

Any account(s) opened by the account holder in the bank's books in which the financial instruments, which are safeguarded by the Bank for the customer, are recorded in accordance with the provisions of the General Operating Regulations and of any other applicable legislation and regulations and, where applicable, the liquidities, and for which the use of the My Degroof Petercam Service has been requested and approved by the Bank.

It is expressly agreed that "payment accounts" within the meaning of the Economic Law Code, Book VII, shall not be accessible via the My Degroof Petercam Services without prejudice to the Transfers that can be initiated via the My Degroof Petercam services under the conditions described in article 3.5.

"The Bank":

Banque Degroof Petercam NV/SA, with registered offices at 44 Rue de l'Industrie, 1040 Brussels, registered in the Brussels Trade Register under number 0403.212.172.

"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.

"Device":

Any device (computer, tablet or mobile phone) used by the User to access the Services via Internet access.

"Digicode":

The eight-digit electronic signature generated by your Digipass.

"Digipass":

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

"Electronic Identification Services":

The services of identification, authentication and confirmation services offered by the Electronic Identification Services Provider to the User in the context of the Services.

"Electronic Identification Services Provider":

The provider of Electronic Identification Services, which is currently Belgian Mobile Wallet SA/NV, whose seat is registered at Place Sainte-Gudule 5, 1000 Brussels, Belgium, under the number 0541.659.084, also referred to as "ITSME".

"Financial Instruments"

Financial instruments as defined by the Law of 2 August 2002 under the supervision of the financial sector and financial services.

"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 to provide the Services. These may include, but shall not be limited to, a Digipass that issues a single Digicode to identify the User, a password, the instructions received by the Bank from the Electronic Identification Services Providers, confirming the identification or authentication of the User or the confirmation of an Operation of the User as part of the Electronic Identification Services, 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 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.

"Mobile Application" or "Application":

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

"Operation":

Any operation performed or initiated by the User, including consulting the assets recorded in the account or communicating with the Bank, via My Degroof Petercam, including, where applicable, within the framework of the services provided over the Advisory Platform.

"Payment account":

An account that is held by the client or by several clients jointly and which is used to make payment transactions, within the meaning of the Economic Law Code, Book VII.

"Services" or "My Degroof Petercam services"

The services offered by the Bank via My Degroof Petercam, as described in Article 3 of these Specific Terms and Conditions.

"Transfers"

Cash transfers requested by a Client to an account held in another financial institution by the same Client under the conditions listed in Section 3.5.

"User"

The individual who is the Account holder and/or the representative authorised by the Account holder, to use 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.

3. Services

- 3.1. The Bank provides Services, via My Degroof Petercam, allowing the User to consult the data (balance and transaction history) relating to the Account, the online consultation of which has been requested via Internet or the Mobile Application. This consultation shall take place in accordance with these Specific Terms and Conditions and with the rules contained in the User Guide.
- 3.2. The Services also include the receipt, consultation and confirmation of the documents that the Bank is obliged to provide to the Client prior to the execution of the operations that the latter carries out and which relate to Financial Instruments. The User expressly accepts that the Bank may communicate these documents to him via

My Degroof Petercam and that he may consult them and, after consultation, confirm the execution of any operation. This confirmation shall constitute proof that the Client has read this document and accepted all its contents.

- 3.3. The Services also include, but are not limited to, the following personalised information: (i) invitations to events organised by the Bank, (ii) certain macro-economic information, (iii) the composition of the assets recorded in the client's Account, i.e., the financial instruments and the liquidities recorded in the Account.
- 3.4. Without prejudice to Article 3.5, the Services do not include payment services, including, but not limited to, all operations required to manage a payment account, the execution of payment transactions, the execution of payment transactions using a payment card or other similar means, etc.
- 3.5. The Services provide for the possibility of initiating Transfers. These Transfers may only be initiated for the benefit of a limited number (predefined with the Bank) of accounts opened in another financial institution in the name of the Client (if applicable, jointly with his partner). These Transfers are limited to one Transfer per week per Account and may only be made in EURO up to a maximum amount of 10.000 EURO (ten thousand EUROS) per week and per Account. These operations are subject to the provisions of the General Terms and Conditions of the Bank and can only be initiated if the available balance of the ordering Account allows it.
- 3.6. When the User has subscribed to the Advisory Platform service, the Services include the Advisory Platform services, as described in the related contractual documents.
- 3.7. The Services are provided by the Bank to the User for strictly personal use only.

4. Conditions of access to the Services

4.1. General

- 4.1.1. The Services may be accessed by the User after following the procedures set out in the User Guide, either via the internet (<https://my.degroofpetercam.be/login-page>) or the Mobile Application. The Bank reserves the right to amend at any time, by amending the User Guide, the existing procedures and conditions of access to the Services to optimise these systems and their security. Where necessary, the Bank shall notify the User of these changes in accordance with the General Operating Regulations.
- 4.1.2. The Mobile Application is a mobile application for Android and iOS devices which allows the user to use the Services.
- 4.1.3. The User shall use the Services in compliance with the rules set out in these Specific Terms and Conditions, the General Operating Regulations, the User Guide and any other information or instruction provided by the Bank by post, e-mail or any other means.
- 4.1.4. A User may choose to access the Services using a Digipass. 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 deactivated and it will no longer be possible to access the Services using the Digipass;
- If the wrong pin Code is entered five times, the Mobile Application will be disabled.

4.1.5. 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 realises that he/she has forgotten his/her Codes, he/she should contact the Bank immediately or at the earliest opportunity.

4.2. *Security measures*

4.2.1. The Bank also 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 Specific Terms and Conditions.

4.2.2. In particular, and without prejudice to the other provisions provided in these Specific Terms and Conditions, the Bank may decide to block access to the Services, with immediate effect and without prior 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 safety instructions set out in the User Guide, these Specific Terms and Conditions and/or the General Operating Regulations;
- 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 safety instructions given by the Bank directly or set out in the User Guide, these Specific Terms and Conditions or the General Operating Regulations;
- 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 behaviour that creates a reasonable suspicion of attempted fraud;
- The Bank has detected or been informed of potential fraud or misuse of the Services.

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

4.2.4. The Bank may, at its own discretion, deactivate the recording of the Device at any time, preventing access to the Services if one or more of the events referred to in Article 4.2.2 occur(s).

The Bank shall inform the User of such blocking and its reasons before the blocking of access to the Services or no later than immediately afterwards unless it is not possible to do so given the security requirements or by virtue of applicable legal provisions.

4.2.5. The Bank is at all times authorised to implement new Means of Identification and to amend the means and procedures for accessing the Services to optimise the security

of its systems, its Mobile Application and its website. The Bank will duly inform the Users of these new Means of Identification.

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

4.2.7. If it is no longer possible to access the Services, the User may consult his/her Accounts by any other authorised means of access permitted by General Operating Regulations and initiate a request to unblock the Device when he/she believes that the reasons justifying the block no longer exist. This request can be submitted by the User via Digital Care.

4.3. *Availability of My Degroof Petercam Services via the Mobile Application*

The availability of the various services and functionalities provided by the Mobile Application may vary for the following reasons (non-exhaustive list): the type of Device that the User uses to access the application or his Device's operating system, his/her telephone operator or the SIM card used by the User.

4.4. *Right of cancellation*

By installing the Mobile Application, the User is requesting that the My Degroof Petercam Services start with immediate effect. Consequently, the User shall not be entitled to cancel his/her order of the Application. Nonetheless, the User may at any time stop using the Application or terminate the Agreement by following the procedure described in Chapter 16 below.

5. Use of Services

5.1. *Operating hours*

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

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

- Carrying out maintenance or improving the My Degroof Petercam 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).

5.1.3. 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.

- 5.1.4. The Bank undertakes, nonetheless, to take all reasonable steps at its disposal to ensure access to the Services. To this end, it shall use all technical means that it deems suitable and in line with the technical norms and standards applicable in this field. Nonetheless, some technical problems may arise as a result of electronic transmission and communication difficulties preventing the use of My Degroof Petercam. Insofar as is necessary, it is recalled that the Bank is only subject to an obligation of means in this respect and, therefore, shall bear no liability for any potential inaccessibility of the Services or of its website or of any other service provided by the Bank when the inaccessibility is due to a technical failure that is beyond the reasonable control of the Bank. The User agrees to notify the Bank without delay of any technical problem that he/she may encounter.
- 5.1.5. 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.
- 5.1.6. The Bank will make every 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.
- 5.1.7. 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 foregoing.

5.2. *Consultation and time lag*

- 5.2.1. The Bank draws the attention of the User to the fact the statement of the assets recorded in the Account may not reflect the actual situation at that moment. The main differences are due to the fact that there may be a time lag in displaying the information relating to the execution of transactions between the actual execution and the recording of a transaction.
- 5.2.2. The Bank cannot provide any guarantees as to when the information is displayed, but will do its utmost to ensure that the transaction appears on My Degroof Petercam as quickly as possible.

5.3. *Requesting the electronic communication of certain documents relating to the User's Account*

- 5.3.1. The My Degroof Petercam Services allow the User to receive certain documents relating to his/her Account(s) activity electronically. The User may select this option in the contractual documents between the Bank and the Client or, for some documents, via the My Degroof Petercam secure space. This applies to the following documents, for example:
- Account statements;
 - Notices of transfers of securities;
 - The documents containing the information that the Client must read prior to the execution of a transaction related to Financial Instruments;
 - Portfolio Valuations.

- 5.3.2. The User may cancel the electronic communication of the documents stated in Article 5.3.1 at any time by modifying his/her preferences in the My Degroof Petercam secure space.
- 5.3.3. If the User chooses to receive these documents in the My Degroof Petercam secure space, they will be available for three years from the date they are made available by the Bank. After three years, the User may request a copy of these documents from the Bank.

6. Identification (Request access), authentication (login), and confirmation (signature)

6.1. Identification (Request access)

The User must register to the Services via the website <https://ids.degroofpetercam.be>. When doing so, the User will be required to identify itself by one of the available Means of Identification, namely: (i) by using the identification services of the Electronic Identification Services, (ii) by using the electronic identity card, or (iii) by using the One Time Password confirmation (only available for Users who already provided their phone number and email address to the Bank).

6.2. User guide

The login procedure to be followed by the User when he/she logs in for the first time and for subsequent logins is described in the User Guide. The User can either log in by using the Digipass or by using the Electronic Identification Services.

6.3. Authentication (logging in) with Digipass

6.3.1. When logging in for the first time using a Digipass, the User logs in to the Bank's website: <https://my.degroofpetercam.be/login-page> and identifies himself/herself with the Digipass received when first subscribing to one or more Services and the pin code sent by the Bank to the User's mobile phone.

6.3.2. After logging in for the first time, the User must agree to this Agreement before he/she can access the Bank's web platform. For subsequent logins, the User will be required to enter a Digicode to access the Bank's digital platform.

6.4. Authentication (logging in) with the Electronic Identification Services

6.4.1. When logging in for the first time using Electronic Identification Services, the User logs in to the Bank's website: <https://my.degroofpetercam.be/login-page> and identifies himself/herself by using the authentication services, which are part of the Electronic Identification Services. The Bank shall authorize the log in of the User if the Bank receives the confirmation of the identification from the Electronic Identification Services Provider.

6.4.2. After logging in for the first time, the User must agree to this Agreement before he/she can access the Bank's web platform. For subsequent logins, the User will be required to use the authentication services which are part of the Electronic Identification Services to access the Bank's digital platform. The Bank shall authorize the log in of the User if the Bank receives the confirmation of the authentication from the Electronic Identification Services Provider.

6.5. *Validity of Means of Identification and electronic Signature*

- 6.5.1. The User acknowledges that the Means of Identification are considered as an electronic signature within the meaning of the law and are valid proof of his/her identity. The login procedure to be followed by the User to access My Degroof Petercam Services and perform Operations (as set out in Clause 6.1 to 6.5) shall constitute proof between the parties and shall be deemed equivalent to the handwritten signature of the User via which he/she agrees to all of the Operations performed.
- 6.5.2. The User acknowledges the validity of the Operations initiated or confirmed using the Means of Identification and, in particular (i) the Digicode generated by the Digipass or (ii) the confirmation services which are part of the Electronic Identification Services. They shall constitute valid and sufficient proof of his/her agreement and consent within the meaning of Article VII. 27 of the Belgian Code of Economic Law as regards the existence and content of the envisaged Operation. The User explicitly waives his/her right to challenge the validity or proof of the commitments arising from the Operations signed using the Means of Identification. In particular, the Bank shall not be responsible for any damages or loss incurred by the User in relation to the provision of the Electronic Identification Services, including but not limited to, any damages or losses resulting from a security issue in the Electronic Identification Services or the Electronic Identification Services wrongfully confirming an Operation.

6.6. *Issues with the Means of Identification*

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 until they have been modified or adapted in accordance with Bank injunctions.

6.7. *Use of the Electronic Identification Services*

To request access, log in or confirm any Operation using the Electronic Identification Services, the User will be required to create an account with the Electronic Identification Services Provider. The creation of such account and the use of the Electronic Identification Services shall be subject to the terms and conditions agreed between the User and the Electronic Identification Services Provider. The Bank shall not be responsible for any damages or loss incurred by the User in relation to the provision of the Electronic Identification Services, including but not limited to, any damages or losses resulting from a security issue in the Electronic Identification Services or the Electronic Identification Services wrongfully giving access to an unauthorized user to the Services or wrongfully confirming any Operation.

7. The User's obligations

- 7.1. 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.

7.2. The User shall ensure, at its sole responsibility, the organisation, surveillance and control mechanisms are in place to ensure the safety and confidentiality of the Means of Identification of his/her Devices and of the Mobile Application. To that end, the User shall ensure that:

- Any standard and recommended protection systems for his/her computer or Internet system are in place (firewall, antispyware, anti-virus, etc.);
- Any available updates for the operating system of his/her Device and any available updates for the operating system for the Mobile Application are installed;
- Jailbroken or rooted Devices are not used;
- Passwords used to access Devices are not a combination that is too simple, for example, 111111, 12345, or a very common word (such as "password") or relate to personal information (date of birth, etc.);
- 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.

7.3. The User also undertakes to take all measures to protect the confidentiality of the Means of Identification notably:

- Any means used to access the Services are in a safe place and not available to a third party, including family members and friends;
- Any appropriate measures are taken, when the User has requested access to My Degroof Petercam, to ensure that he/she will receive the confidential Means of Identification personally;
- His/her Codes have been memorised and are kept confidential;
- Any Codes chosen are not a combination that is too simple, for example, 111111, 12345, or a very common word (such as "password") or relate to personal information (date of birth, etc.);
- Not to communicate his/her confidential Codes under any circumstances to third parties (including family members or friends) and never to allow third parties to use them; no-one, including your Bank, has the legal right to ask the User for the Codes;
- Not to write down his/her Codes in a way that is easily recognised or even in coded format, on or near the Device used for online consultation;
- To only use the Codes in a safe place where there is no one else looking and there are no distractions.

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

7.5. The User is also solely responsible for ensuring that it complies with any security requirements defined by the Electronic Identification Services Provider in the context of the Electronic Identification Services.

7.6. 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 used without authorisation; or
 - The inclusion on the Account statement of a transaction carried out without his/her consent; or
 - An error or irregularity has been made on the Account statements.
- 7.7. Notification in the cases mentioned above must be given via Digital Care. If the User does not take these precautions, he/she is responsible for the fraudulent use of his/her Means of Identification or Codes.
- 7.8. In the event that the Digital Care service is not available, the User shall make this notification as soon as this service is available again or shall contact the Bank using any other means.
- 7.9. 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 the Bank is informed within this time frame, it is responsible for proving that the transaction was recorded and accounted for correctly and was not the result of a technical problem or any other fault for which the Bank is responsible. For the avoidance of any doubt, the Bank may not be held responsible for any act or omission of the Electronic Identification Services Provider.
- 7.10. 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.
- 7.11. Failure to comply with the obligations described in this article, such as writing down the Access Codes in a readily recognizable form, in particular on an object or document stored or carried by the User or failure to notify the loss or theft as soon as the User and/or the Account holder has had or should have had knowledge thereof, shall be considered as gross negligence on the part of the User.
- 7.12. 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.

8. Obligations of the Bank

- 8.1. 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 Specific Terms and Conditions.
- 8.2. 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.

- 8.3. The Bank shall put in place and maintain security systems in compliance with recent technical developments 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.
- 8.4. The Bank shall ensure, using all appropriate methods, that the User is able to make the notification stated in Article 7 of these Specific Terms and Conditions and to request the unblocking stated in Article 4.2.7 using its Digital Care service.

9. Liabilities of the Bank

- 9.1. The liability of the Bank regarding the Services is governed by the provisions on this subject in the GOR and by the provisions below.
- 9.2. Except in the case of wilful misrepresentation or gross negligence of the Bank, the Bank is not required to indemnify the User for any direct or indirect damage that he/she may have incurred as a result of, but not limited to:
- The interruption, termination or malfunction of the My Degroof Petercam Services. In this case, the User is invited to conduct transactions using the other means allowed by the Bank;
 - Any theft, loss, destruction or modification of the data, software or computer hardware of the User as a result of the unlawful access by a third party to the computer system of the Bank, of the User, as well as resulting from a virus originating from the website, the internet, the computer system of the Bank or of the User;
 - Abusive use of the Services by the User or third parties;
 - Malfunction of your Device or telecommunications services supplied by a third party;
 - Any reason beyond the control of the Bank, including any event of force majeure, that is any unexpected event beyond the control of the Bank and which could not have been reasonably avoided and which prevents or delays the implementation by the Bank or any other person acting on its behalf, of certain obligations stated in these Specific Terms and Conditions, including natural disasters, the outbreak or escalation of hostilities (regardless of whether or not war has been declared), hacking or cyber-attack which could not reasonably have been prevented by reasonable security measures, any illegal act against public order or authority, all unforeseeable acts by the authorities, strikes or other employment conflicts, government restrictions, cuts in power or communications, suspension of payments, insolvency, sequestration or administration orders, bankruptcy or liquidation of any third party;
 - Non-compliance by the User with the security precautions and/or instructions described in Articles 7.2 to 7.5.

- 9.3. The Bank will assume the risks of sending the Digipass and Digicode to the User. After receipt, the User shall be liable for any consequences of the usage thereof subject to the limits and conditions described in Article 10.

10. Liabilities of the User and the Account holder

- 10.1. The User is fully and personally liable for the proper functioning of his/her computer equipment (computer, modem, internet access, etc.) and for the connection of his/her system to the Internet with a view to using the Services.
- 10.2. Without prejudice to his responsibility under the GOR, the User shall bear all the consequences of unauthorized access to the Services, except in cases where the Bank must be held responsible under Article 9.
- 10.3. The Account holder shall ensure that the authorised representative follows all the obligations placed on it by these Specific Terms and Conditions or any other contractual document to which the Account holder is bound. The Account holder shall hold the Bank harmless for any damage resulting from the failure by the representative to comply with his/her obligations to the Bank when using the Services, without prejudice to the respective right of recourse of the Bank and the Account holder against the authorised representative. The Account holder shall indemnify the Bank for the actions of his/her authorised representative.
- 10.4. 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.

11. Fees and expenses

- 11.1. The Bank shall not bill the User for the usage of its Services via its website or Mobile Application.
- 11.2. 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.
- 11.3. Any costs associated with an Internet subscription and mobile telephony in Belgium or abroad shall be fully incurred by the User.

12. Privacy and data protection

- 12.1. The Bank processes the User's personal data as a controller and in accordance with the General Data Protection Regulation (EU) 2016/679 or "GDPR" and the relevant Belgian laws, as well as the Bank's Privacy Policy. This is accessible (<https://www.degroofpetercam.be/en/juridisch-privacy-statement>) and provides the

User with complete information on the processing of the User's personal data, their purposes and the User's rights to control the use of his personal data.

- 12.2. In particular, the Bank records and processes data (including consultations, requests and messages) of the User in My Degroof Petercam, necessary for the performance of the contract, the fulfilment of its legal obligations or the pursuit of its legitimate interest, in particular with regard to the evaluation and improvement of the Services, in particular for the purpose of optimizing the website or the Mobile Application, statistics, satisfaction surveys, prevention and IT security, etc. These processing operations will always be carried out with as little impact as possible on the User's private life.
- 12.3. For further information, the User may also contact the Bank's Data Protection Officer (DPO) by email (dataprivacy@degroofpetercam.com) or by post (Bank Degroof Petercam c/o Data Privacy Officer, Rue de l'Industrie 44, 1040 Brussels).
- 12.4. Any processing of personal data occurring as part of the Electronic Identification Services, shall occur under the sole responsibility of the Electronic Identification Services Provider, acting as an independent controller. The Bank shall not be held liable for processing activities performed by the Electronic Identification Services Provider.

13. Means of Biometric Identification

- 13.1. 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.
- 13.2. This Means of Identification shall be saved using the recognition function on the User's Device, for which the Bank declines any responsibility.
- 13.3. 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.
- 13.4. 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 GOR and the Privacy Charter.
- 13.5. 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.

14. Intellectual property

- 14.1. The Bank alone shall be entitled to use or exploit any intellectual property rights, including copyright, database rights, software rights and any know-how relating to the software, programs, Mobile Application, User Guide and any other documents made available or merely accessible in connection with the Agreement (hereinafter the "Documents").
- 14.2. By virtue of the Specific Terms and Conditions, the User obtains only a right of non-exclusive and non-transferable usage for his/her own personal needs to the Documents for the term of the agreement.
- 14.3. The User undertakes to use the Documents, and in particular the Application, in accordance with the instructions and directions of the Bank and may not, in any form or fashion whatsoever, whether free of charge or against payment:
- Make them directly or indirectly available to third parties;
 - Reproduce them, copy them in whole or in part;
 - Process, translate, adapt or alter them;
 - Transfer, assign, license, rent, loan or distribute any component of the Mobile Application, including the software which is linked to them and their documentation;
 - Use them to create software or any other application which is functionally equivalent to all or part of them;
 - Use them in a manner which could lead to the encouragement, obtaining or performing of any illegal or criminal activity or which could cause damage or injury to any other person; and/or
 - Withdraw, obscure or alter the display of the property rights shown on the Documents.
- 14.4. More generally, the User undertakes to comply with all property rights, particularly intellectual property rights, of the Bank, its sub-contractors or any other relevant persons.
- 14.5. The User may not transfer the rights and obligations resulting from the Agreement to any third parties.

15. Amendments

- 15.1. The Bank reserves the right to unilaterally modify these Specific Terms and Conditions at any time.
- 15.2. Any amendments made by the Bank to these Specific Terms and Conditions will be communicated to the User within one month before their entry into force, by letter, Account statement, e-mail, communication via the website or Mobile Application, or any other suitable means. If the User does not consent to such changes, he/she shall have the right to terminate the My Degroof Petercam Services Agreement by following the procedure described in Article 16.
- 15.3. If the User fails to exercise his/her right to terminate the agreement within two months of receiving notification of the amendments, the above-mentioned

amendments of the Specific Terms and Conditions will be deemed approved and contractually binding on the User.

- 15.4. If any new My Degroof Petercam services are made available to the User, the User may, after having been informed of the main characteristics of these new My Degroof Petercam services, give his/her agreement immediately in the way agreed for this service. The new services and corresponding terms and conditions will take immediate effect.
- 15.5. Notwithstanding the above and in particular the time frame within which the amendments made by the Bank to these Specific Terms and Conditions will enter into force, 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 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.

16. Term and termination

- 16.1. The User shall register for the Service for an indefinite period.
- 16.2. The User may cease using the Application and terminate this agreement at any time without notice by uninstalling the Application on his/her Device.
- 16.3. The Bank may terminate this Agreement by written notice of two months, without prejudice to Article 15 above.
- 16.4. In case of wilful misrepresentation or gross negligence by the User, when the User does not comply with the security measures and the terms of these Specific Terms and Conditions, or when the User is responsible for acts that could jeopardize the relationship of trust with the Bank, the Bank is entitled to terminate the Services with immediate effect, without prejudice to any compensation that may be owed to the Bank by the User.

17. Handling of complaints

- 17.1. Users wishing to make a complaint about a Service of the Bank shall comply with the procedure described in Article 5.2 of the GOR.

18. Applicable law and jurisdiction

- 18.1. These Specific Terms and Conditions are governed by Belgian law. Subject to the mandatory provisions applicable to consumers, in the event of a dispute, the competent courts will be the courts of Brussels.