APPENDIX 1 to the Terms of Use of the Keytrade Bank Application:

The Wero Terms of Use

THIS APPENDIX SETS OUT THE CONDITIONS FOR MAKING AND RECEIVING MOBILE PAYMENTS USING THE WERO MOBILE PAYMENT SOLUTION.

1. Definitions

Consumer: a natural person acting for purposes outside their trade, business or profession.

EPI Company: the provider of the Wero product and the entity managing the Wero payment scheme and determining the operating rules. EPI Company processes Wero transactions and also provides technical services such as a Proxy Look-Up service and Wero consent management.

Wero: an EPI product, a mobile payment solution accessible through an application in the Mobile Application, enabling a user to access their account in order to transfer funds to another Wero user (Consumer).

EPI or Wero brand: a trade name, name, word, logo, logotype, trademark, design, symbol, distinctive sign, service mark, trade designation, other designation or a combination thereof owned or managed by EPI and used to identify its products or services.

Wero transaction: a payment transaction involving a transfer of funds initiated using Wero from a Payer's account to a Beneficiary's account to which the Wero payment scheme applies and in which the EPI or Wero brand is displayed.

Wero digital wallet: an electronic wallet that can be downloaded onto a user's device, either through a separate standalone Wero app or through integration into one or more Bank channels. The Bank has integrated Wero as a feature within the Mobile Application. The standalone Wero app is not supported by the Bank.

Wero proxy: an identifier of the Payer or Beneficiary of a payment request or payment transaction replacing the IBAN of the current account. Only a mobile phone number may be registered as a Wero proxy.

2. The Wero Application

2.1 Wero is a mobile payment solution offered by EPI and integrated as a standard feature in the Mobile Application. Wero allows individual instant euro transfers from the Payer's account to the Beneficiary's account. The user may transfer money to or receive money from another Wero user acting as a Consumer (P2P):

(i) P2P money transfer: the user may transfer money by instant transfer to another Wero user (Consumer).

(ii) P2P/ money reception: the user may receive money by instant transfer from another Wero user (Consumer).

This may occur in the context of a face-to-face payment using a QR code. The Wero QR code may be read by an app supporting Wero. In the case of a successful Wero transaction, the Beneficiary-user instantly receives the transferred amount.

2.2 More information about Wero and how the service works can be found at:

- EPI Company
- Keytrade Bank

3. Registration of a Wero User

Wero is offered as a standard feature in the Mobile Application. To use this feature, the user must open the Mobile Application and authenticate themselves in accordance with Article 3 of the Terms of Use of the Mobile Application. Once authenticated, the user can activate the Wero service in the Mobile Application. The user is then invited to read and accept the Wero terms of use.

The user may authenticate themselves and authorize Wero transactions (agreeing to and sending the payment order for execution) using their Personalised Access and Security Device.

In the case of implicit registration with Wero, no Wero proxy linked to the IBAN of the user's current account is created. Linking a Wero proxy requires an explicit action and consent from the user, as further explained in Article 5 of the present terms of use.

The user may deactivate the link with a Wero proxy again. In that case, they will no longer be able to receive payments as a payment beneficiary through that Wero proxy.

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4. Usage and System Requirements

4.1 To use the Wero mobile payment solution, the user must:

(i) have an activ current account in euros as a holder;

(ii) it must be a personal account for private (non-commercial) purposes.

4.2 System Requirements

(i) The user must have a compatible device with internet access that complies with the software and security requirements applicable to the Mobile Application.

(ii) The user may need to upgrade the operating system on their device if the requirements for Wero support are changed. In addition, the user must have a SoftKey to authenticate WERO transactions.

5. Adding a Wero Proxy

The user may link a Wero proxy to their current account and name. This information is stored in the EPI Proxy Look Up Service.

The user acknowledges that payment orders are executed on the basis of the unique identifier. When the user makes a payment to a Wero proxy instead of the beneficiary's current account (IBAN), the Wero proxy will be considered the unique identifier. The user acknowledges and accepts that a payment order executed in accordance with the unique identifier shall be deemed correctly executed to the beneficiary specified by that unique identifier.

A user does not in itself require a Wero proxy in order to use Wero and make payments, but they must have at least one Wero proxy registered with a bank offering Wero in order to be reachable via their phone number (Wero proxy at Keytrade Bank) as a payment beneficiary.

A user cannot simultaneously link the same Wero proxy (e.g. one mobile phone number) to different current accounts (at Keytrade Bank or another bank). However, in case of a joint account, multiple Wero proxies (multiple mobile phone numbers) can be linked to the same current account, i.e. one distinct Wero proxy per holder-user.

If the user has linked their Wero proxy to their Keytrade Bank current account (individual or joint), the bank will notify EPI and register the proxy in a central database (EPI Proxy Look Up Service). If the user subsequently wishes to link the Wero proxy to another Keytrade Bank current account or to a payment account with another bank, they will receive a message stating that a payment account is already linked to that Wero proxy.

The user may change the existing account number (unlink it) by strongly authenticating themselves and asking the bank to replace the current account linked to their Wero proxy.

The user accepts that, once a Wero proxy has been created, their account number and name will be visible to other Wero users who use the EPI Proxy Look Up Service to make a payment transaction or receive a payment request, provided that those other Wero users possess the user's Wero proxy.

6. User Obligations

6.1 The payer-user undertakes to:

(i) ensure that the balance on the current account is sufficient and available to execute the Wero transaction;

(ii) always verify that the selected beneficiary is correct;

(iii) verify the amount of the Wero transaction before confirming the transaction;

(iv) always verify the type of consent being given.

6.2 The user expressly declares:

(i) that they comply with all laws and regulations applicable to them, including anti-bribery and tax legislation;

(ii) that they will use Wero only for lawful purposes in accordance with these terms and applicable laws and regulations, and will not use Wero for the purchase of services or products prohibited by law or for transactions related to illegal activities or in a manner that would infringe the rights of third parties.

6.3 The user expressly authorizes the Bank to transfer the user's (updated) mobile phone details used as a Wero proxy to EPI Company so that EPI Company may add them to its central database (the Proxy Look Up Services) and manage the data there.

6.4 The user undertakes to provide only accurate and sufficient information, such as their real name and a non-disposable phone number. The Bank reserves the right to validate and verify the information provided by the user and to determine whether there may be objections to the use of Wero.

6.5 The user undertakes not to share or publish in a Wero transaction any text:

(i) that may in any way undermine the rights of third parties, particularly regarding intellectual property rights, image rights, or privacy rights;

(ii) that is discriminatory, offensive, defamatory, or racist, undermines respect for the human person and their dignity, is violent or pornographic, glorifies crimes against humanity or denies genocide, incites violence, racial hatred or child pornography, or is offensive to public morals;

(iii) that may endanger other users in any way, for example by encouraging or inciting crimes and/or offences or the use of prohibited substances;

(iv) that constitutes advertising of any kind for advice or services or for the marketing of goods;

(v) that may lead to harassment of any kind (moral pressure, insults, threats) of another user or users and/or the collection and storage of their personal data.

7. Security

The user undertakes to strictly comply with the technical and security measures implemented to ensure the security and confidentiality of the Mobile Application, Wero transactions, and the user's data, as explained in the Terms of Use of the Mobile Application.

The user undertakes not to intentionally conceal their IP address or deliberately modify the associated settings in order to mislead the Bank about their true location or intentionally circumvent the security features implemented to prevent fraud.

8. Liability

8.1 Liability relating to the use of Wero is subject to and governed by Articles 12, 13 and 16 of these regulations.

8.2 The user bears full responsibility for:

(i) the proper use of Wero and the consequences that may arise from improper use;

(ii) where applicable, the additional content (text, image, etc.) added by the user to a Wero transaction.

9. Intellectual Property

These terms do not grant the user any intellectual property rights in Wero or the elements composing it or made available to the user, including software, applications, the EPI or Wero brand, interfaces, databases, know-how, data, texts, presentations, illustrations, computer programs, animations, and all other information made available to the user.

10. Processing of Personal Data

When the user uses the Wero mobile payment solution, the Bank and EPI collect and process the user's personal data. The Bank acts as the data controller and EPI acts as the processor.

The Bank is responsible for processing transactions carried out through the current account linked to Wero. The Bank processes personal data, among other things, for the monitoring and proper execution of payment transactions.

In order to enable the connection between the Mobile Application and Wero, the Bank also processes the user's phone number and contact list. The Bank subsequently engages EPI as processor.

More information about the processing of personal data by the Bank can be found in the Privacy Policy.

11. Reporting Problems and Registering Complaints

If the complaint concerns the execution of a Wero payment transaction that was not authorized by the payer-user, or was incorrectly initiated or incorrectly executed, the Bank shall handle it in accordance with the articles "Scope", "Liability for Unauthorized Payment Transactions", and "Liability for Non-Executed or Incorrectly Executed Payment Transactions" in "The Payment Services" section of the General Terms and Conditions. Complaint handling is subject to Article 8 of the Terms of Use of the Mobile Application.

12. Limits

The execution of mobile payments through the Wero mobile payment solution is subject to the spending limits defined by the Bank and communicated to the user, in advance, by all possible means.

13. Relationship with the Payment Beneficiary

The Bank merely provides a payment service and shall under no circumstances be liable for any loss or damage suffered by the user as a result of an order placed and/or the purchase of products/services or the handling of orders for products/services paid through the Wero mobile payment solution, including but not limited to packaging, delivery, customer service, or maintenance.

The Bank is not responsible for errors or defects in the commercial offers and conditions of the beneficiary or a Wero merchant, nor for the completeness, accuracy, or timeliness of the information (e.g. in-store or on the website) of the beneficiary or Wero merchant.

Any disputes arising between the user and the payment beneficiary must be settled exclusively between those parties.