

Specific Terms and Conditions for the Cashback Service

1. GENERAL PROVISIONS

Article 1.1. Scope

These Specific Terms and Conditions govern the contractual relationship between the Bank, Paylead and the User in relation to accessing and using the Cashback Service in the App.

Before signing up to the Cashback Service, the Customer must read and accept these Specific Terms and Conditions so that they are aware of all of their rights and obligations.

The Specific Terms and Conditions will supplement the Bank's General Terms and Conditions. Should there be any contradictions or inconsistencies, these Specific Terms and Conditions will prevail over the General Terms and Conditions.

The Specific Terms and Conditions are drawn up in French, Dutch and English. Should there be any differences between the different language versions of the Specific Terms and Conditions, the French version will prevail.

Article 1.2. Definitions

App: The Keytrade Bank App in the Apple Store or Google Play, which can be downloaded onto tablets, smartphones and other devices, in order to access the Bank's services.

Cashback: the reward payable to the User for Remunerative Transactions approved by Participating Merchants. The reward is a lump sum or an amount proportional to the purchase price paid by the User to the Participating Merchant. The Cashback is paid into the Beneficiary Account.

Participating Merchants: refers to all merchants who have signed up to the Cashback programme and who are running the Offer (such as stores, store networks and online sales platforms).

Beneficiary Account: the Bank account specified by the User into which the Cashback resulting from Transactions via a specific Payment Account must be paid.

Offer Details: document available in the 'Cashback' Service in the App, which specifies the terms and conditions laid down by the Participating Merchant to qualify for Cashback (such as potential store or online-purchase exclusions, minimum purchase amount and Offer expiry date), as well as the Cashback rate and lump sum.

The Bank: Keytrade Bank, a subsidiary of Arkéa Direct Bank, a Limited Company (société anonyme) governed by French law, which has its registered office at Tour Trinity - 1 bis place de la Défense 92400, Courbevoie, France, listed in the Nanterre Trade & Companies Register under no. 384 288 890, and registered with the Crossroads Bank for Enterprises under number 0879.257.191, which has its registered office at Boulevard du Souverain 100, 1170 Brussels.

Offer: refers to the promotion offer being run by a Participating Merchant, which involves paying Cashback to Users, as per the terms and conditions laid down by the Participating Merchant in the Offer Details.

Transaction: any transaction using a bank-payment, debit or credit card, linked to a Bank Payment Account and conducted by a User.

Paylead: Paylead SAS, which has its registered office at 24, cour du Maréchal Foch, Bordeaux (France), and is listed in the Bordeaux Trade and Companies Register under number 821725579.

Cashback Service: refers to the Cashback service, which is available in the App.

User: any Customer who is entitled to a payment bank card linked to a Payment Account and has signed up to the Cashback Service via the App.

Remunerative Sale: refers to any Transaction in which a User purchases products and/or services from a Participating Merchant. No exclusion clauses may apply and any purchases must fulfil the Offer's terms and conditions in order to be approved by the Participating Merchant and to qualify the User for a Cashback payment.

Any terms which have not been defined and are written with a capital letter in the Specific Terms and Conditions have the meaning set out in the Bank's General Terms and Conditions.

2. How the Cashback Service works

The User conducts Transactions at a Participating Merchant in compliance with the terms and conditions set out in the Offer Details. The User does not need to do anything further: for example, they do not need to inform the Participating Merchant before making a payment or using the App when making a purchase, or have the sale approved in any way. When making their purchase, the User pays the full amount due to the Participating Merchant.

The list of Participating Merchants, their Offers and their Offer Details are available in the App. This list will be updated regularly when new partnerships are established. Cashback will only be due on Remunerative Sales which fulfil the terms and conditions set out in the Offer Details document (such as the transaction taking place within the validity period, minimum amount and exclusions), where no grounds for exclusion apply ('Exclusions on Remunerative Sales' Article). Where applicable, these Remunerative Sales will be approved by the Participating Merchant.

The Bank securely forwards Users' Transactions to Paylead in an encrypted form, as well as a number which the Bank uses to identify the Customer (pseudonymisation).

Paylead uses an ALO® (Account Linked Offers®) solution in order to search through the Transactions conducted by Users and identify Remunerative Sales that require approval from Participating Merchants in order to qualify Users for Cashback, i.e. a reward of a fixed sum or proportional amount of the purchase price.

When Paylead identifies a Transaction which it believes is a Remunerative Sale, it passes on the information to the Participating Merchant for approval. Once approved, the Participating Merchant credits the Paylead bank account with the Cashback calculated based on the information set out in the Offer Details.

Paylead calculates the Cashback for each User and credits the account held by the Bank, which then credits the User's Beneficiary Account ('Cashback Payment to the User' Article).

The User may check the processing status of Transactions that Paylead has identified as Remunerative Sales in the App at any time. The following statuses will apply to all Remunerative Sales in the App:

- Pending approval: the Transaction has been identified as a Remunerative Sale. The Participating Merchant has not yet approved the Transaction or has rejected it.
- Approved: the Remunerative Sale has been approved by the Participating Merchant. Cashback will be paid out on this Remunerative Sale.
- Cancelled: the Participating Retail has refused to approve the Remunerative Sale ('Exclusions on Remunerative Sales and Rejected Transactions' Article). No Cashback will be paid out on this Remunerative Sale. For more information about rejected transactions, please contact info@keytradebank.com
- Paid: the Cashback has been paid into the Beneficiary Account

3. Terms and Conditions for accessing and using the Cashback Service

Article 3.1 Accessing the Cashback Service

Any Customer who is a Private Individual and who is entitled to a bank payment card linked to a Payment Account may access the Cashback Service. The Customer must also be of legal age and legally capable.

Nevertheless, Paylead and the Bank reserve the right to refuse to provide the Cashback Service to a Customer on legitimate grounds.

Article 3.2. Signing up to the Cashback Service

In order to receive Cashback from Participating Merchants, the Customer must fulfil the access terms and conditions (the 'Accessing the Cashback Service' article in the Specific Terms and Conditions) and sign up to the Cashback Service in the App. As specified in the 'Scope' article, in order to legally sign up to the Cashback Service, the Customer must accept these Specific Terms and Conditions and confirm that they have read and understand the Paylead Privacy Policy. The User will not pay any fees or charges for the Cashback Service and it will be taken out for an indefinite period.

When the Customer signs up to the Cashback Service, they become a User and all Transactions conducted from the date that they sign up to the Cashback Service are passed on to Paylead. Unless the User has cancelled the Cashback Service via the App, all Transactions will be forwarded to Paylead. The User will comply with these Specific Terms and Conditions when using the Cashback Service at any time.

Article 3.3. Prohibited actions

The Cashback may not be sold or exchanged for any other product or service from the Participating Merchant.

Users are also prohibited from pledging Remunerative Sales or the Cashback.

Article 3.4. Exclusions on Remunerative Sales

This Offer may not be combined with any other rewards and discounts from the Participating Merchants, unless otherwise stated in the Participating Merchant's Offer Details (for example: other cashback services, discount vouchers, promotions, points system, loyalty bonuses and more). Transactions where another reward or discount has been applied will be rejected by the Participating Merchant and the Remunerative Sale will be recorded as "cancelled" in the App ('How the Cashback Service works' article).

In addition, the User may not assert their right to the Cashback when the Participating Merchant has partially or fully refunded the Remunerative Sale amount (such as for a product return or insurance cancellation).

Article 3.5. Cashback payment to the User

Remunerative Sales must be approved by the Participating Merchant, which checks whether the Remunerative Sale fulfils the terms and conditions set out in the Offer Details and that, in its opinion, no grounds for exclusion, as mentioned in the 'Exclusions on Remunerative Sales' article in these Specific Terms and Conditions, apply.

The Participating Merchant will have one calendar month to approve or reject a Remunerative Sale.

After they have been approved by the Participating Merchant, Remunerative Sales will appear as "approved" in the App and will qualify the User for the Cashback ('How the Cashback Service

works' Article). Any Cashback approved before the final Thursday of the month will be paid into the Beneficiary Account on or around the 15th day of the following month.

The Bank will only pay the Cashback to Users if Paylead pays the Cashback to the Bank. In turn, Paylead will only pay the Cashback to the Bank if the Participating Merchant pays the Cashback to Paylead. Under no circumstances may the Bank be held liable for Cashback payments to the User until its account is credited with the Cashback amount by Paylead.

Article 3.6 Rejected Transactions

Should a Participating Merchant refuse to approve a Remunerative Sale because a ground for exclusion applies or the terms and conditions set out in the Partner Merchant's Offer Details are not fulfilled, the Remunerative Sale will be marked as "cancelled" in the App. The User can get in contact via email at info@keytradebank.com if they would like more information or if they would like to challenge this decision.

On pain of forfeiture, the User has one month to make their disagreement with this decision known and the reasons why they are challenging the decision. After this period, the decision to reject the Transaction is final and the User is no longer entitled to challenge it.

This provision does not impair Paylead's and the Bank's ability to rectify any errors, as per Article 3.7 (Rectifying errors).

Article 3.7 Rectifying errors

Should Paylead or the Bank commit any errors when paying the Cashback to the User, the Bank is entitled to act in accordance with the 'Reversals and rectifying errors' article of its General Terms and Conditions in order to rectify the error within two months of the Cashback payment into the Beneficiary Account.

Article 3.8 Good Faith - Fraudulent Actions

Should the User successfully or try to repeatedly receive Cashback for Remunerative Sales that do not fulfil these Specific Terms and Conditions or the Participating Merchant's Offer Details, they are acting fraudulently. Should the User act fraudulently, Paylead and the Bank reserve the right to file a complaint with the criminal authorities, take legal action against the User seeking reimbursement of the unduly paid Cashback and permanently terminate the banking relationship with the User.

Article 3.9. Proof of purchase of the product or service

The Bank and Paylead reserve the right, at their own discretion and at any time, to ask Users to provide supporting documents for orders, deliveries and payments for which a User would like to receive Cashback in order to ensure compliance with the Specific Terms and Conditions and in order to ensure the correct amount of Cashback is paid. In order to send these requests, they will use the e-mail addresses info@keytradebank.com and info@paylead.fr respectively.

Article 3.10 Termination

Should the User terminate their banking relationship with the Bank, they explicitly surrender any Cashback that has not yet been paid into the Beneficiary Account.

As soon as the Beneficiary Account is locked, no further Cashback will be paid out for Transactions linked to this Beneficiary Account. Cashback will be marked as "Paid" in the App ('How the Cashback Service works' Article) and the User will not be able to assert their right to have the Cashback paid.

The User can effortlessly cancel the Cashback' Service free of charge at any time, by clicking on the "Deactivate Cashback" button in the App. From the date that the User cancels the Service, no personal data about them are disclosed to Paylead by the Bank. Any Remunerative Sales that have not yet been approved by Participating Merchants will be cancelled and the User will not be able to assert any rights to any payments. Cashback that has not

yet been credited to the Beneficiary Account when they cancel the Service will not be paid into the Beneficiary Account, and the User will not be able to assert any rights over this.

Paylead and the Bank reserve the right to bar a User from the Cashback Service on legitimate grounds.

4. Liability

Unless otherwise specified in this Article, the Bank's liability in connection with the Cashback Service is limited to the extent specified in its General Terms and Conditions. The Bank and Paylead are only liable for gross misconduct and fraud committed by them or their employees, except where this is the result of a failure to fulfil an obligation involving one of the Cashback Service's essential services.

Article 4.1 Unavailability

Paylead and the Bank reserve the right to temporarily suspend the Cashback Service for maintenance, updates or any other reason.

Paylead and the Bank cannot be held liable for any access issues, technical glitches, the Cashback Service not operating well or the App not working correctly, even if the User is made aware in advance that the service will be unavailable. As the App is an online service, the User understands that there may be technical problems and accepts the potential consequences that they may cause.

Article 4.2 Non-payment by the Participating Merchant

As per the 'Cashback Payment to the User' Article, the Bank and Paylead cannot be held liable for the Cashback being paid into the Beneficiary Account and they will not be held liable for compensating a User should a Participating Merchant fail to pay the Cashback, on any grounds whatsoever (such as bankruptcy, restructuring, cash-flow problems, partnership termination and lawsuits).

Article 4.3 Discontinuing the App

Paylead and the Bank may, at any time and at their own discretion, decide to discontinue the Cashback Service. All Users will be notified of this decision at least one month before the App is discontinued completely. Users cannot hold the Bank or Paylead liable for Cashback loss of earnings resulting from Cashback being discontinued.

Article 4.4 Liability for products and services

The Cashback Service is solely designed for use between Participating Merchants and Users.

Sales transactions are directly between the User and the Participating Merchant. Paylead and the Bank never get involved with sales of the Participating Merchant's product or service to the User.

Paylead and the Bank have no control over the quality, conformity, safety or legality of the products and services, whether or not they are counterfeit, the authenticity or accuracy of the information featured on the Participating Merchant's websites, the Users' ability or power to enter into a contract, or their solvency. Therefore, Paylead and the Bank cannot guarantee that the Participating Merchants' products and services that can be obtained under the Cashback Service are free from errors or defects. Neither Paylead nor the Bank will be held liable for paying compensation for any loss whatsoever in connection with selling these products or services.

In addition, under no circumstances may Paylead and the Bank be held liable for the sales policy proposed by the Participating Merchants (such as the transaction between the Participating Merchant and the User being processed smoothly, delivery times, after-sales service and subscriptions to sales newsletters).

Any User complaints about the products, services or commercial

relationship with the Participating Merchant must be sent directly to the Participating Merchant.

Article 4.5 Force majeure

In instances of force majeure (such as wars, natural disasters, uprisings and pandemics), which prevent the Cashback Service from being provided and executed, Paylead and the Bank cannot be held liable under any circumstances.

5. Miscellaneous

Article 5.1 Intellectual property - copyright

Paylead and the Bank are registered trademarks.

Under intellectual property legislation and, more specifically, international treaties and agreements containing provisions relating to copyright protection, the User is prohibited from reproducing, in whole or in part, directly or indirectly, in any form whatsoever, the data, source code, presentation and, more generally, any content connected with the Cashback Service, for anything other than private use, without prior written authorisation from the Bank or Paylead. In addition, the User is also prohibited from using this content in other ways without this authorisation from the Bank or Paylead, such as selling, distributing, issuing, distributing, adapting, amending, correcting, publishing and disclosing (as well as other actions).

The User only has a private, non-exclusive and non-transferable right to use the Cashback Service, which lasts for the period that they are signed up to it.

Article 5.2 Evidence

By signing up to the Cashback Service, the User acknowledges and accepts that the information provided during electronic, telephone or postal exchanges may be used as evidence by Paylead or the Bank.

Paylead and the Bank may prove that Users have accessed the App and, more broadly, any allegations using any suitable electronic media, in particular by producing the unalterable logs on the Bank's or Paylead's computer systems.

Article 5.3 Changes to the Specific Terms and Conditions

Paylead and the Bank reserve the right to amend the Specific Terms and Conditions at any time, and, in particular, to tailor them to changes in the Cashback Service.

Should changes be made to the Specific Terms and Conditions, the User will be informed when they next log in to the Cashback Service in the App. The User must read and accept them before using the Cashback Service any further.

Article 5.4 Privacy

Paylead and the Bank must process Users' personal data in compliance with the applicable legislation, in particular, Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data.

Paylead and the Bank will only process Users' personal data in compliance with the regulatory framework and for the purposes set out in the Paylead Privacy Policy and the Bank's Privacy Policy. If Users would like any further information about how their personal data are processed and how they can exercise their rights, this can be found in the Paylead Privacy Policy and the Bank's Privacy Policy.

All Users may exercise their rights under Regulation (EU) 2016/679 by contacting dpo@paylead.fr or dpo@keytradebank.com.

Article 5.5 Null and void provisions

Any provisions within these Specific Terms that breach binding statutory or regulatory provisions must be deemed not written. The nullity of one or more provisions of the Specific Terms and Conditions shall not affect the validity of the other provisions.

Article 5.6 Information - Complaints

If you would like more information about the App and statuses for Remunerative Sales, please contact us at info@keytradebank.com.

Any complaints about the Cashback Service must be submitted to the Bank by sending an e-mail to qualitycare@keytradebank.com, or by post to Keytrade Bank, Boulevard du Souverain 100, 1170 Brussels, marked for the attention of the Quality Care department.

Should the complaint not be dealt with to the User's full satisfaction, the User may submit it to the Financial Services Ombudsman, known as Ombudsfin (North Gate II, Boulevard du Roi Albert II, no. 8, bte. 2, 1000 Brussels; <http://www.ombudsfin.be>; ombudsman@ombudsfin.be). Detailed information about the terms and conditions for complaints is available from the website <http://www.ombudsfin.be>.

Article 5.7 Applicable law and jurisdiction

The relationship between Paylead, the Bank and the User is governed by Belgian law.

Should a lawsuit take place, the law courts of Brussels (and in particular the Justice of the Peace in the jurisdiction of the Bank's registered office) will have sole jurisdiction.