

## Terms and Conditions of Use of the iPhone App

1. The iPhone app can be downloaded free of charge from the Apple App Store and used on iPhone tablets running iOS9 or higher.

By downloading the iPhone app, Clients indicate their agreement to these terms and conditions of use ("the Terms and Conditions of Use"). The Terms and Conditions of Use may be altered in accordance with the Bank's General Terms and Conditions. If they reject the Terms and Conditions of Use, Clients must refrain from using the iPhone app.

The Terms and Conditions of Use define the rules applicable to the use of the iPhone app and Transactions carried out by the Client using this app. Unless expressly superseded by the Terms and Conditions of Use, the Bank's General Terms and Conditions, available from the website [www.keytradebank.com](http://www.keytradebank.com) under the "Document centre" tab, remain applicable with regard to the use of the iPhone app and the Transactions carried out by the Client using this app. The other terms in upper case initial letters appearing in these Terms and Conditions of Use have the same meaning as given in the Bank's General Terms and Conditions. Clients accessing certain services of the Bank using the iPhone app are also subject to the Terms and Conditions of Use of the Keytrade Bank website, available at <https://www.keytradebank.com/en/home/disclaimer>.

The Terms and Conditions of Use, along with the Bank's General Terms and Conditions, the documents entitled respectively Offer of Payment Products and Services, Rates, Fees and Conditions, and Exchange rates for payment transactions, all of which are available online at [www.keytradebank.com](http://www.keytradebank.com) under the 'Document centre' tab, and the Conditions of Use of the Keytrade Bank website, constitute the framework contract relating to the use of the iPhone app. The Client may obtain, on request, a copy of the framework contract in paper format or on a hard data storage medium.

2. The iPhone app allows the Client to access certain services of the Bank mentioned in the document entitled Offer of Payment Products and Services.

3. Access to certain services of the Bank using this app is made through a device or a combination of devices, personal to the Client and allowing Clients to identify themselves to the Bank remotely and carry out Transactions (the "Personal Access and Security Device"). The Bank is entitled to implement new Personal Access and Security Devices or modify existing Personal Access and Security Devices at any time in order to optimise the security of its systems or of its Website.

4. Clients can personalise the iPhone app with photos uploaded from their personal photo library or from the photo library provided by the Bank. If Clients take advantage of this facility, they must comply with the terms and conditions set out in this article. The Bank also reserves the right to suspend this facility at any time without having to justify its decision.

If the Client uploads a photo or an image from outside the photo library provided by the Bank, the photo or image must not contravene the law or the rights of third parties, including intellectual property rights such as copyright, rights to drawings and models. The Client promises to supply the Bank, on request, with proof of the right to use this photo or image. The Bank reserves the right, at its absolute discretion, to reject certain photos or to remove them after they have been uploaded. The following are not allowed under any circumstances: photos containing portraits, caricatures, names of celebrities, sculptures, drawings or paintings; extracts from comic strips; logos and names of companies, products or services (including abbreviations); advertisements or calls to purchase (including publicity and calls to purchase for the company, products or services of the cardholder), addresses, phone numbers, e-mail addresses, website addresses, etc. The following are also not permitted: photos or images containing identity photos, identity documents or symbols (e.g. national flags), with a political or religious inspiration, that are racist or offensive, obscene or have a sexual connotation, are violent, provocative, illegal, shocking, subversive, misleading, incite offences, crimes or acts of terrorism or are linked to this, refer to arms, alcohol, drugs and tobacco, refer to groups which are not accepted by society (such as criminal or racist organisations), damage the name and reputation of the Bank and/or companies that have granted it a licence.

Clients acknowledge and accept that the photos uploaded by them to apps allowing access to the Bank's services are stored on the Bank's servers. Insofar as they contain personal data, they are subject to the provisions of Article 20 of the General Terms and Conditions.

Clients may only upload a photo provided in the photo library made available on the Bank's Website for the purposes specified in the contractual documents binding them to the Bank. Under no circumstances must they pass these photos on to third parties or use them for other purposes, whether commercial or private.

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5. Clients are required to use the iPhone app in accordance with the Terms and Conditions of Use and in accordance with all applicable contractual conditions between them and the Bank.

Without prejudice to the other security measures set out in the General Terms and Conditions, Clients are also required to comply with the following security measures:

- never to allow a third party to use a tablet onto which they have downloaded the iPhone app;
- to lock the tablet or to use the tablet's auto-lock function and to never leave it unattended, in order to prevent the use of their tablet without their knowledge;
- to utilise all the safeguards with which their tablet is equipped; If Clients turns off these safeguards, they will be responsible for any loss or damage that may result therefrom;
- not to modify the iPhone app or the iPhone in any way.

Clients are required to inform the Bank as soon as possible of any technical issues, transmission problems or any malfunction that they observe while using the iPhone app.

Clients are also reminded that in the event of loss, theft or the risk of the misuse of their Personal Access and Security Devices, Clients are required to Notify the Bank of this straight away, by contacting the Help Desk (+32 (0)2 679 90 00), any banking day from 9 a.m. to 10 p.m. This phone call should be confirmed the same day by an e-mail sent to [helpdesk@keytradebank.com](mailto:helpdesk@keytradebank.com). The Bank shall place a block on all access via the Personal Access and Security Devices concerned by this Notification at the latest on the Day following receipt of this Notification. Loss, theft or misuse of the Keytrade ID must be Notified to the Bank immediately on the E-banking Site, by clicking on the relevant tab, accessible by Clients after entering their username and password.

6. The Bank reserves the right to discontinue the iPhone app at any time if it considers this pertinent for reasons relating to the security of this app or for any other reason, subject to the notice period required by law, if applicable

7. The content, dates of receipt and sending of any information communicated using the iPhone app, stored by the Bank on the Bank's hard data storage medium, may serve as evidence until proven otherwise, in the same way as a signed original written paper document.

The Bank may prove any Transaction carried out using the iPhone app by any appropriate electronic means. The uneditable access traces recorded in the Bank's computer systems shall constitute proof of this access.

8. The Terms and Conditions of Use and, unless otherwise agreed, all the rights and obligations of both the Client and the Bank are governed by Belgian law. In the event of a dispute, the law courts of Brussels (and in particular the Justice of the Peace in the district where the registered office of the Bank is located) have sole jurisdiction.

The right to take legal action against the Bank shall expire after a period of three years from the date of the transaction or of the incident that gave rise to the legal action