



EASY BANKING BUSINESS MOBILE APP - EULA

1. General terms

1.1 Thank you for downloading Easy Banking Business Mobile (the “**App**”). This App is provided to you by the Bank, as identified in the Agreement defined below, and allows you to access certain Easy Banking Business services.

You must be registered to the Easy Banking Business site at <https://easybankingbusiness.bnpparibasfortis.be/en/index> to be able to use this App. Use of this App is governed by and subject to the provisions of the agreement signed between the Client and the Bank for the provision of the electronic banking service Easy Banking Business (such agreement, as amended from time to time, is herein referred to as the “**Agreement**”) as well as the specific terms relating to this App set out in this end-user licence agreement (“**EULA**”). Any reference to Site or Services in the Agreement shall be deemed to include the App, any reference to this EULA shall mean this EULA, as amended from time to time, and any reference to “you” in this EULA shall mean you, as a User, acting both for yourself and for and on behalf of the Client. Any terms not defined in this EULA shall have the meanings given to them in the Agreement.

By installing and using this App you confirm that: (i) you are duly authorised by the Client to access the App and to accept this EULA; (ii) you have read, understood and agree to be bound by this EULA; and (iii) your and the Client’s use of the App and of the Easy Banking Business services is also subject to the provisions of the Agreement, (including, without limitation, their provisions pertaining to the use, preservation of tokens, identifiers and passwords and to the use and evidentiary value of electronic signatures); (iv) you will comply with the terms of use as set forth by any relevant app store.

1.2 To the extent that there is any inconsistency between the Agreement and this EULA, the provisions set out in this EULA shall prevail.

1.3 You acknowledge and agree that the Bank may monitor and record use of the App according to points 2 and 3 below.

1.4 The Bank reserves the right (without liability to you or the Client) to suspend or terminate access to the App (or any part thereof), or suspend or terminate (as applicable) secure means of access in respect of the Client, you and/or any other User at any time for such period or periods it considers appropriate in its absolute discretion if such suspension or termination is necessary (i) for the purposes of (routine or emergency) maintenance and/or improvements; (ii) for security, suspicion of fraud or abuse or technical reasons; or (iii) to avoid or reduce any material damage or disadvantage to you, the Client or the Bank, or (iv) to ensure compliance with applicable law and/or the Agreement and/or this EULA. The Bank shall use reasonable endeavours to give you notice of such suspension or termination.

1.5 While the Bank makes reasonable efforts to provide the App, the Bank will not be liable for any failure to provide App services, in part or in full, due to any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage and, more generally, for any action, failure to act or event, occurrence or circumstance beyond the Bank’s control (including, without limitation, any accident, breakdown or other failure of equipment, software or communications network) and/or any force majeure event set out in the Agreement.

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BNP Paribas Fortis SA/NV, Montagne du Parc/Warandeberg 3, B-1000 Brussels, Brussels Register of Companies, VAT BE 0403.199.702, Tel.: 02 261 11 11

1.6 The App is provided “as is” with no representation, guarantee or agreement of any kind as to its functionalities, their availability and/or response time. The Bank is, to the fullest extent admissible by law, not responsible for any loss or damage you or the Client may incur as a result of your or the Client’s use or inability to use the App for whatsoever reason. The Bank cannot guarantee that you can access the App, including any update or new version thereof, with every mobile device or that no damage will occur to your mobile device while installing and/or using the App.

1.7 In addition to any applicable fees due by the Client to the Bank for the Easy Banking Business Mobile service as set out in the Agreement, your and the Client’s use of this App may be subject to certain taxes or costs payable to third parties, e.g. your mobile network provider may charge you for any use of mobile data.

1.8 Third parties like device manufacturers and app stores are not responsible for the App or the content thereof and have no obligation whatsoever to furnish any maintenance or support services with respect to the App.

2. Device control and security of the Access, Identification and Signature Means - Biometric features

As a User of the App, you bind the Client in accordance with the provisions of Article 3.1 paragraphs 2 and 3 and Articles 6.1 and VII of the Easy Banking Business General Terms and Conditions (available on the website mentioned above, and forming an integral part of the Agreement).

Neither You nor the Client may at any time transfer control of the device allowing you to access the App to a third party, even if you use your own device.

Consequently, you or the Client shall refrain from authorising a third party to register their own biometric characteristics (fingerprints, facial characteristics,...) or from maintaining them if you activate a recognition function based on your own biometric characteristics as an Access, Identification and Signature Means in the App.

The activation of a recognition function based on biometric characteristics to access and use the App shall be automatically applicable to each Easy Banking Business Contract for which you are duly authorized by the concerned Client to use the Easy Banking Business service via the App.

The Bank shall not have access to your biometric data.

3. Data Protection

Processing of personal data by the Bank is governed by the provisions set out in the Data Protection section in the Agreement and the Privacy Notice available on the Easy Banking Business site.

4. Cookies

In addition to the processing activities set out in the Agreement and applicable Privacy Notice, you expressly consent to the Bank, under your consent where applicable, (a) accessing and storing information about your device and (b) collect the following information when you use the App: (i) location data provided you have given consent thereto, for the purpose of geographical and traffic load balancing; (ii) information about your use of and interaction with the App; (iii) information about your type of device, operating system and other information related to your device. This

information will be used by the Bank to analyse how the App is being used in order to provide better services to you and for compliance with our regulatory and legal obligations, including for the prevention and detection of fraudulent activities.

You may find additional information on cookies in our Cookie Policy as made available .on the Easy Banking Business site at <https://easybankingbusiness.bnpparibasfortis.be/en/Cookies>.

5. Use of the App

The licence granted to you and the Client hereunder is limited to a non-exclusive and non-transferable right to install and use the App in accordance with its proper and intended use on the device(s) that you own or control and in accordance with the terms of Agreement and this EULA.

The brands, names and logos, whether registered trademarks or not, as well as any and all intellectual property rights in or in connection with the App are the sole property of the Bank. Nothing in this EULA or the Agreement or in or on the App shall constitute the grant of a licence to use any such brands, names, logos of other trademarks of the Bank .

6. Governing law and jurisdiction

Access to and use of the App and this EULA shall be governed exclusively by Belgian law. In the event of a dispute, the courts of Belgium shall have exclusive jurisdiction.

7. Severability and Changes

In the event any of the terms or provisions of this EULA are held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.

Changes to this EULA shall be notified and implemented in accordance with Article IX (Modification) of the General Terms and Conditions of Easy Banking Business. Continued use by the User after the effective date of the changes shall constitute her/his express acceptance of the modified EULA.

8. Questions

If you have any questions, complaints or claims in respect of the App, please contact the Bank using the contact details provided in the App or on the Easy Banking Business site.