General Terms and Conditions UniCredit Light

Valid as from 01.11.2026

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I. About these terms and conditions

A. Structure and scope

These terms and conditions (hereinafter the "**Terms and Conditions**") govern the contractual relationship between UniCredit S.p.A., Belgian branch (hereinafter the "**Bank**", "**we**", "**us**" or "**our**") and you as the client (the "**Client**", "**you**" or "**your**"). The Terms and Conditions apply only in relationships with Clients that qualify as consumers, meaning that the Client is a physical person acting for personal purposes only, excluding any commercial and/or other professional purposes.

Separate terms and conditions apply to Professional Clients and can be found here: www.unicredit.be/terms-conditions.html.

The following documents are deemed to form an integral part of the Terms and Conditions:

- Appendix I: Fees and Charges list
- Appendix II: Use of Wallet Providers Services

These documents listed above, as well as the Terms and Conditions are at all times available through the Bank's application (the "App"), on the Bank's website: UniCredit.be (the "Website") or provided to the Client on a durable medium upon request.

B. Entering into force and changes to the Terms and Conditions

The contractual relationship between you and the Bank enters into force immediately after your successful onboarding as a Client.

The Bank has the right to unilaterally change the provisions of these Terms and Conditions. The Client is informed of every change of the Terms and Conditions through a notification in the App and a copy of the new terms and conditions is provided to the Client on a durable medium upon request.

In case the Client does not agree with the proposed changes, he/she has the right to terminate the relationship with the Bank free of charge prior to the entry into force of the new terms and conditions. In case the Client does not make use of this right, he/she is deemed to have accepted the new terms and conditions.

Without prejudice to provisions stating the contrary in these Terms and Conditions, every change to these Terms and Conditions enters into force within two (2) months of the date of the notification to the Client. This two-months term does not apply to changes of interest rates and currency exchange rates and to changes to the Membership which do not relate to payment services, even if they lead to a modification of these Terms and Conditions (e.g. inserting provisions governing new services). These last changes enter into force immediately and without prior notification to the Client, without prejudice to general contract law, other provisions of these Terms and Conditions and the Royal decree of 5 February 2019 on pricing of homogeneous financial services, in case such changes are based on reference interest rates and on an objective criterion that is being applied in a neutral way. Changes in relation to interest rates and currency exchange rates are communicated as soon as possible to the Client through the App. The Client is entitled to terminate the agreements on which the changes in interest rates and/or currency exchange rates apply, within one (1) month of their communication to the Client. In the absence of any such termination the Client is deemed to have accepted these changes.

II. General information about the Bank

A. Who is the Bank – Regulatory information

UniCredit S.p.A. is a joint-stock company ("*società per azioni*" or "S.p.A.") incorporated under the laws of Italy and authorised as a credit institution by the Banca d'Italia and the European Central Bank, with its registered office at Piazza Gae Aulenti 3, 20154 Milan, Italy. UniCredit S.p.A. operates in Belgium through its Belgian branch, "UniCredit S.p.A. Belgian Branch", having its office at Square Victoria Régina 1, 1210 Saint-Josse-ten-Noode, and registered with the Crossroads Bank for Enterprises under number 0897.315.623.

B. Discretion duty and sharing of Client information

1. General

As a Belgian branch of a credit institution incorporated under Italian law, the Bank is subject to a discretion duty. The Bank is nevertheless authorised to share information regarding a

Client's transactions to third parties upon the explicit approval of the Client. The Bank is also entitled to share such information whenever this is the consequence of a Belgian or foreign applicable legal or regulatory provision or upon request of a competent judicial or administrative authority. This will notably be the case in relation to regulation on anti-money laundering and terrorist financing, fraud and abuse of information, insider trading and the regulation on important interests and public takeover bids.

The Client is aware of the fact that in accordance with the obligations stemming from international treaties entered into by Belgium, notably set out hereunder in Section II.B.4 below, the Client's identity and information regarding the Client's accounts can be communicated to foreign competent authorities, including tax authorities, as a result of a valid request in this respect. The Bank cannot be held liable for the damage as a result of a transfer of information regarding the Client's legal or tax situation by the Bank, or as a result of the non-compliance by the Client with his/her obligations resulting from his/her legal or tax status.

The Client allows the Bank to share his/her identity and all other useful information to the said authorities whenever such authorities request this information.

The Bank cannot be held liable in case a Client has not complied with his/her tax obligations in the country of domicile or towards any country that sees the Client as its tax resident or believes that the Client has obligations of a tax nature to comply with. The Client undertakes to compensate the Bank for any damage resulting from the non-compliance by the Client of these obligations.

Please note that, under certain conditions described in our Privacy Policy, your data will be processed by the Bank. For all information in relation to the processing of Client data, please see our Privacy Policy: www.UniCredit.be/privacy-policy.html.

2. NBB Central Contact point

In accordance with the law of 8 July 2018 and the royal decree of 7 April 2019, the Bank must disclose the data of any client to the Central Point of Contact of the National Bank of Belgium (the "CPC").

The data concerning the clients are the following:

a) Identification data:

- For natural persons: the national registration number or Crossroads Bank for Enterprises number or, failing that, the last name, the first official first name, the date and place of birth or, failing that, the year and country of birth;

- For legal entities registered with the Crossroads Bank for Enterprises: their registration number with the Crossroads Bank for Enterprises or, failing that, the full name, legal form, if any, and country of establishment;

b) Data relating to the Client's transactions, products and services:

- the opening or closing of each bank or payment account of which the client is the holder or joint holder, the granting or revocation of a power of attorney to one or more proxy(ies) on that bank or payment account and the identity of such proxy(ies), together with its date and the number of that bank or payment account;
- the existence of one or more financial transactions involving cash carried out by the Bank, whereby cash was paid in or withdrawn by the client or on its behalf and, in the latter case, the identity of the natural person who actually paid in or collected the cash on behalf of the client, as well as its date;
- the existence or termination of a contractual relationship with the client, in respect of each of the following types of financial contracts:
    a. rental of safes,
    b. the life insurance contract of branch 21 and the insurance contract of branches 23, 25 or 26;
    c. the agreement for investment and/or ancillary services including the holding for the client's needs of revolving sight or time deposits pending allocation to the acquisition of financial instruments or return;
    d. mortgage credit;
    e. the instalment loan;
    f. the credit facility;
    g. any agreement other than the one referred to above whereby a lender makes funds available to a natural or legal person;
    h. as well as any other agreement or transaction of which knowledge is relevant to the performance of its legal duties by a person entitled to receive the information.

The Bank shall transmit the data to the CPC within five working days of the date on which the Client becomes or ceases to be the (joint) holder or authorised representative of a bank or payment account or the date on which a contractual relationship between the Client and the Bank relating to one of the above-mentioned financial contracts begins or ends.

The balance of payment and bank accounts and the aggregate amounts of contracts for investment and/or ancillary services as at 30 June and 31 December of each year shall be communicated no later than one month later (being understood that the first communication of the balances of bank or payment accounts and the aggregate amounts of contracts for investment and/or ancillary services as at 31 December 2020, 30 June 2021 and 31 December 2021 shall be made by 31 January 2022).

These data are recorded by the CPC for ten years from the end of the calendar year in which they were communicated by the Bank to the CPC.

The Client may consult the information on the data recorded under its name by the CPC and, at its express request and within the limits provided for by law, a list of all the bodies, authorities and persons which have been notified of its data during the six calendar months preceding the date of its request and the purpose of their request, by sending a written, dated and signed request to the National Bank of Belgium's head office (National Bank of Belgium, Central Point of Contact, Berlaimontlaan 14, 1000 Brussels).

The Client is entitled to request, either from the National Bank or through the Bank, the correction or deletion of inaccurate data held on its behalf by the CPC.

The personal data stored in the CPC may be consulted by persons authorised by law (e.g. the tax authorities, the public prosecutor's office or an investigation judge) and may be used for purposes determined by law, such as in the context of a tax investigation, the investigation of criminal offences and the fight against money laundering and the financing of terrorism and serious crime, in compliance with the conditions imposed by law.

3. Client declarations on sanctions and embargos

For the purpose of this Section II.B.3, "Sanctions" mean any financial, economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the European Union, Belgium, the United Nations Security Council, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and/or the U.S. Department of State, or any other relevant sanctions authority.

The Client declares and guarantees that he/she is not subject to Sanctions, has no residence in a country which is subject to Sanctions, does not use the currencies of such countries, or does not hold financial instruments issued by these countries.

During the whole contractual relation with the Bank, the Client must inform immediately the Bank of any change relating to the above.

Besides, the Client specifically undertakes and warrants that he/she will not directly or indirectly, use the proceeds of any payment or collections or lend, contribute or otherwise make available any monies to fund any activities or business of or with any person, or in any

country or territory, that is, a sanctioned person or sanctioned country, or in any other manner that would result in a violation of Sanctions by any person.

In case of breach of the above, the Bank shall be entitled to terminate the contract without any prior notice. Furthermore, the Client undertakes to compensate the Bank for any damage resulting from a breach by the Client of the obligations above.

4. US Persons and FATCA regulation

The Client undertakes to inform the Bank immediately if he/she is or will become a US person, *i.e.* a citizen or resident of the United States of America ("**US Person**") in accordance with US regulations and more generally which status he/she has according to the American regulation relating to "Foreign Account Tax Compliance Act" ("**FATCA**") in force.

The Client must keep the Bank informed of any modification of his/her status.

The Client expressly acknowledges that the Bank may provide any information regarding the Client's FATCA or CRS regulation status and/or residence for tax purposes as well as the Client's accounts when permitted by law. In this case, the Bank reserves the right to disclose such information to the competent authorities. In addition, the Client is informed that according to FATCA regulation and international agreements signed or to be signed with Belgium, the Bank could be held to report certain information regarding the Client and the assets held and/or the income the Client has received to the competent tax authorities. Furthermore, in the event that certain indications, as defined by any applicable law, lead the Bank to presume that the Client could be a US person, the latter is obliged to respond promptly, and within the period granted by the Bank, to the questions raised in relation with his/her links with the United States of America and/or his/her eventual status regarding FATCA regulation and to provide the Bank with any relevant documentary evidence at the Bank's convenience.

Should the Client fail to do so, the Bank will be entitled to terminate the relationship without any further notice and/or to apply any withholding tax imposed by any applicable laws or regulations.

C. Anti-money laundering and counter terrorist financing

The Client declares and guarantees that he/she will not breach any applicable legal provision regarding anti-money laundering and counter terrorist financing in the meaning of the law of 18 September 2017 on the prevention of money laundering and terrorist financing and the restriction on the use of cash. The Client furthermore understands that the Bank monitors all Client onboarding and Client transactions in accordance with these rules and that appropriate action will be taken against any violation of these rules.

D. Force of Proof

Unless otherwise provided in these Terms and Conditions or specific agreements entered into between the Client and the Bank, the Client accepts that the Bank can make use of all methods of proof authorised by the law.

The Client explicitly recognises that all orders given by him/her through whatever medium and all electronic information, registrations of telephone conversations, notifications and electronic messages from the Bank have the same force of proof as a physical written document.

Regardless of the nature or the amount of the act to be proven, the Bank is always allowed to provide proof by presenting a copy or a reproduction of an original document. Without prejudice to counter evidence presented by the Client, a copy or a reproduction of the document will be considered as a faithful copy of the original with the same force of proof as the original.

The proof of the execution of each payment transaction is validly provided by the inscription of the transaction in the Bank's electronic logbook. Without prejudice to the right of the Client to prove the contrary, the Bank can prove thereby that the transaction has been authenticated and that no technical errors occurred, in a way that can be accepted that the transaction was correctly registered and booked.

The following technical procedures of electronic signature by the Client are put at the disposal of the Client by the Bank or are accepted by the Bank:

- The use of the payment card in combination with the PIN code and/or contactless payment without PIN code;
- Phone number and password / PIN code created during the onboarding process, whether or not in combination with a confirmation code received through SMS;
- Recognition of the registered Device and the password / PIN code;
- Recognition of biometrical features such as for example (one of) the fingerprint(s) and/or facial features by a compatible device of the Client.

(together referred to as "Technical Procedures of Electronic Signature")

The Client acknowledges and accepts that, unless explicitly stated otherwise by any legal or contractual provision, the use of any of the Technical Procedures of Electronic Signature to have access to the App and/or make use of the App constitutes an electronic signature in the sense of Article 5.30 of the Civil Code and Article XII.15 of the Code of Economic Law. The Client acknowledges and accepts that such use by him/her, which is validated by the Bank's electronic systems and is recognised as coming from the Client, fulfils the

requirements of imputability and integrity of the content which are connected to a signature in the sense of Article 8.1, 4°, of the Civil Code.

The Client acknowledges and accepts that the electronic signature which is created through the use of any of the Technical Procedures of Electronic Signature constitutes sufficient and complete proof of:

the identity of that person as the Client;

the Client's agreement with the content of the operations, requests, and orders which are confirmed and/or transmitted with that signature; and

the correspondence of the content of the operations, requests, and orders confirmed and/or transmitted by the Client and the content of the operations, requests, and orders which the Bank has received.

The Client acknowledges and accepts that he/she is bound by the electronic signature and is liable for the operations, requests, and orders which are confirmed and/or transmitted, subject to counter-evidence produced by the Client.

E. Security in favour of the Bank

All banking transactions between the Bank and the Client are carried out as part of an overall business relationship between the two parties. As a result, all transactions between the Client and the Bank are interrelated.

1. Account indivisibility

Without prejudice to the laws, regulations and agreements governing special purpose accounts, all the accounts, of whatever nature, in any currency or unit of account, opened in name of the Client in the books of the Bank at one or more of its registered offices in Belgium or abroad, form part of one single and indivisible account from a legal point of view.

At any time, the Bank has the right to merge these accounts and to make, by simple notice, transfers from one account to another, of a debit balance to a credit balance and vice versa, and even from a debit balance to a debit balance. The balance of the single account is secured by all the collateral pledged as security and personal guarantees linked to any of these various accounts.

If some accounts are held in foreign currencies, they shall be converted into euros at the exchange rate applicable on the account settlement or transfer date.

2. Compensation and Netting

Subject to statutory provisions to the contrary, the Bank may, at any time, set off against each other mutual claims and debts that exist between the Bank and the Client, even after

the occurrence of a concurrence situation with respect to the Client, such as a collective debt settlement, bankruptcy, attachment, any insolvency procedure or any similar Belgian or foreign procedure.

This set-off may be undertaken irrespective of the form and subject of the claims and debts, irrespective of the currency or unit of account and irrespective of whether or not the mutual claims and debts are due and payable. The set-off shall also apply where the Client is not the only debtor or creditor of the relevant debt or claim. If there are two or more mutual claims and debts, the set-off shall occur first and foremost in respect of the unsecured portion of the debts and, within these debts, first in respect of fees, then late interest, then interest, and finally the principal; thereafter, the set-off shall occur in respect of the secured portion of the debts and, within these debts, first in respect of fees, then late interest, then interest, and finally the principal. Where applicable, the credit balances in foreign currency shall be converted to euros at the exchange rate applicable on the bank business day on which the set-off occurs. The Client is entitled to invoke a prior legal set-off of debts which are liquid, certain and due in his/her relations to the Bank.

This Clause also applies to joint debtors or sureties of the Client.

3. General pledge and assignment of claims

Subject to specific legal provisions and as security for the repayment of any sums which might be due to the Bank by the Client, either alone or jointly with one or more third parties, as a result of any present and/or future claims, for any reason whatsoever, or as a result of any sureties, guarantees or any other security interests issued or to be issued in favour of the Bank:

- the Client pledges in favour of the Bank all cash which is held in his/her name or for his/her account with the Bank;
- the Client assigns to the Bank all his/her present and future claims against third parties, for any reason whatsoever, including but not limited to trade receivables and other receivables against his/her clients, claims for performance and services, claims for the sale of goods, claims relating to the proceeds of movable assets or real estate, rental claims, claims against employers, claims against credit institutions or other financial institutions, claims in respect of damages, pensions, insurance benefits, social security allowances, or claims against the government under tax regulations.

The Bank is entitled to notify the assignment to the debtors of the assigned claims at any time, and to do everything to render the assignment opposable to third parties, and to charge the costs thereof to the Client. The Client undertakes to provide the Bank on its first demand and without delay with all information and documents relating to the assigned

claims. The Client authorises the Bank to gather such information or documents from any third party debtors of the assigned claims. The Bank has the right to execute the pledge and the assigned claims according to the applicable laws and to use the proceeds for the repayment of the sums due to the Bank as mentioned above. The Client undertakes not to do anything which may reduce the value of the assigned claims or render its execution more difficult. The Client undertakes not to pledge or assign these claims to third parties, without the prior written consent of the Bank.

4. Joint and several liability and indivisibility

All persons that are, in whatever capacity, joint holders of an account, co-borrowers of a facility or involved in one and the same operation, are jointly and severally and indivisibly liable (*"solidairement et indivisiblement" / "hoofdelijk en ondeelbaar"*) towards the Bank for all obligations associated with it.

The Client's heirs and general successors or successors under general title are also jointly and severally and indivisibly liable (*"solidairement et indivisiblement" / "hoofdelijk en ondeelbaar"*) for all his/her obligations towards the Bank.

F. Deposit guarantee scheme

The Bank, as the Belgian branch of UniCredit S.p.A., is a member of the Italian deposit guarantee scheme (*the Fondo Interbancario di Tutela dei Depositi ("**FITD**")*).

The FITD protects eligible deposits held with the Bank up to EUR 100,000 per depositor and per credit institution, in accordance with applicable Italian and European legislation. Where a depositor holds several eligible deposits with the Bank, such deposits are aggregated for the purpose of calculating the applicable coverage limit. Deposits held under different commercial brands of the same credit institution are also aggregated. In the case of joint accounts, the limit of EUR 100,000 applies to each depositor separately. A detailed description of the conditions for the FITD's intervention and of other applicable rules is available at www.fitd.it.

In accordance with legal provisions relating to the FITD, the depositor information sheet was sent to the Client via email on a durable medium prior to the opening of an account with the Bank. The Client acknowledges receipt of this depositor information sheet by accepting these Terms and Conditions.

As a Belgian branch of UniCredit S.p.A., the Bank is covered by the Italian investor compensation scheme (*Fondo Nazionale di Garanzia ("**FNG**")*). The FNG fund ensures, to a certain extent, the protection of financial instruments deposited with the Bank should the Bank default (within the meaning of applicable law). Compensation is limited to EUR 20,000 per investor. A detailed description of the conditions for the FNG's intervention and of other applicable rules is available at https://www.fondonazionaledigaranzia.it/.

G. Liability of the Bank, force majeure, and change of circumstances

Without prejudice to other specific provisions of these Terms and Conditions, the Bank shall be liable only for its fraud and for gross negligence committed in the framework of its professional activities by the Bank or its employees, or in case of a wrongdoing causing death or personal injury.

In any event, the Bank shall never be liable, under any circumstances, for loss or damage resulting directly or indirectly from force majeure or measures taken by Belgian or foreign authorities.

Consequently, the Bank shall not be liable for any adverse consequences of, inter alia:

- fire, flood, acts of war or terrorism;
- strikes (including by the Bank staff);
- transactions carried out on the instructions of persons with de facto power in the event of war, disturbances, riots or occupation of territory by foreign or illegal forces;
- its computer systems being out of service – even temporarily – for any reason whatsoever, and the destruction or deletion of data stored in those systems;
- mistakes by or interruptions of the activities of Belgian or foreign postal services, companies that provide telephone, electronic or IT services or companies that provide private transport.

The Bank and the Client expressly agree to waive the application of Article 5.74 of the Civil Code or any other similar change of circumstances mechanisms to all their contractual relationships.

H. Exclusion of tort liability and support persons

The Client and the Bank exclude the application of the rules of tort to their relationship. Any wrongdoing or behaviour which could trigger the contractual liability of the Client or the Bank can only lead to such contractual liability, to the greatest admissible exclusion of any tort liability.

Similarly, any wrongdoing or behaviour of a so-called support person *("auxiliare"/"hulppersoon"),* (including sub-support persons) of the Client or the Bank (e.g. an employee, a proxyholder or a director) which could trigger the contractual liability of the Client or the Bank can only lead to such contractual liability, to the greatest admissible exclusion of any tort liability.

I. Bank business days

The Bank executes payment transactions on bank business days. Bank business days are all days except for every Saturday, every Sunday, public holiday and days where the Bank's Belgian branch office in Belgium is not open.

III. Your journey with the bank

A. Technical requirements for becoming a Client

In order to become a Client of the Bank, you need a smartphone (the "Device") meeting the minimum technical requirements set out below. Up to 5 different Devices may be paired to your account with the Bank. However, since your Device is used as a personal identification device, only one Device at the time may be logged in to your account with the Bank. Due to security reasons we are forced to discontinue our service for any outdated version of the operating system of your Device and outdated versions of the App. We will notify you thirty (30) calendar days before we stop supporting a version of the respective operating system and invite you to update your software during that period of time.

Please note that these Terms and Conditions will not be updated each time a specific Device or operating system is no longer supported. The Bank may not support the app if the Client is using a mobile device from outside the EU. For the most recent information on supported operating systems please see the FAQ on our Website via: https://support.unicredit.be/en/support/home.

B. Onboarding process

You can become a Client of the Bank, under the condition that you are at least 18 years old, have a smartphone which meets the technical requirements set out above, on which the App is installed and that you are a resident of Belgium or one of the other countries served by the Bank as set out in the FAQ on our Website "**Eligible Countries**").

In order to become a Client via the App, first download the App from a dedicated link sent to you by the Bank or from the Apple App Store or the Google Play Store.

After installing the App, you will be taken through all the necessary steps to associate your smartphone:

- provision of your phone number and email address by you
- verification of your phone number with SMS code
- set up of your PIN code to secure the Device
- check of your ID document and check if your face matches the document
- provision of your address in one of the Eligible Countries

- information on your occupation, source of funds and (optionally) source of wealth
- selection of membership
- your acquaintance with the agreement
- signing of agreement
- final steps (confirmation of opening a bank account and information of debit card)

After opening the App on your smartphone, an onboarding process is initiated during which you can apply electronically to become a Client of the Bank. By submitting an electronic Client relation application to the Bank, you are submitting a binding offer for the conclusion of a contract for the provision of services by the Bank as described in these Terms and Conditions.

The onboarding process via the App can be replaced by the identification process done by the Bank's employee in a branch. Where applicable, the Client signs the agreement on paper, installs and opens the App according to the Bank's instruction. The agreement is conditional upon satisfactory results of the identification and verification of the identity of the Client concerned and enters into force according to the last sentence of this Section III.B.

As a licensed credit institution, the Bank is legally obliged to identify its Clients and verify their identity prior to entering into a business relationship with them.

At the first request of the Bank, the Client will supply all information and documents regarding, amongst others, his/her identity, the origin of his/her money and funds, for which he/she will sign a declaration at the Bank's request. The Client shall only hold funds with the Bank that originate from legitimate activities. The Client shall not use the services of the Bank nor the funds for money laundering or for financing terrorism or other prohibited activities.

If the onboarding process is successful and the Bank is satisfied with the identification and verification of the identity of the Client concerned, the Bank will confirm the acceptance of the Client and the contractual relationship between the Client and the Bank, based on these Terms and Conditions, enters into force.

C. Revocation rights

The Client can revoke the contract he/she entered into with the Bank in accordance with Article VI.58 of the Code of Economic Law within fourteen (14) calendar days of (i) the date on which the Bank confirmed that he/she is a Client or (ii) the day on which he/she received a copy of these Terms and Conditions on a durable medium in case this day is later than the

day on which he/she became a Client. The revocation notice must be sent by the Client to the Bank within the above mentioned period of time via the App.

The Client explicitly confirms that the contract he/she entered into with the Bank can already start during the said revocation period of fourteen (14) calendar days. In the event of effective revocation, the actions performed by both parties must be undone and if applicable, benefits drawn from certain actions (e.g. interests earned on sums placed on accounts) must be given up. As a Client you are committed to only pay a compensation for the actual services provided until the time of revocation in accordance with Article VII.59 of the Code of Economic Law. If there exists an obligation for the payment of compensation, this can lead to the situation that you are still bound to fulfil the contractual obligations for the time period up to the revocation. Your right of revocation shall expire if the contract has been fulfilled completely from both parties upon your explicit request before you have exercised the right of revocation. Obligations to reimburse payments must be fulfilled within thirty (30) calendar days, the term beginning with the dispatch of your revocation declaration on your part, whereas on our part, it starts at the point of time in which we receive the documents.

D. Client capacity and restrictions

Only natural persons of over 18 years old, being residents of one of the Eligible Countries with full legal capacity and acting on their own behalf can be onboarded as Client of the Bank.

The Client undertakes to inform the Bank as soon as he/she is no longer a resident of one of the Eligible Countries. For this purpose, the Clients who are not resident in Belgium, shall provide the Bank with proof of their tax residency every twelve (12) months or at any other time the Bank so requests. The Bank will then assess, depending on the new country of residence, whether the relationship with the Client can be maintained.

For the time being, it is not possible for different persons to be the holder of one single account. Therefore, each Client with an account with the Bank needs to be the exclusive holder of this account. The Client of the Bank disposing of his/her full legal capacity cannot appoint a proxyholder to represent him/her towards the Bank. Each Client has to act in a direct relationship towards the Bank. The Bank may accept proxies in the future and will inform the Client when this possibility becomes available.

E. Access to the App

The Client can access the App with the phone number and PIN code created during the onboarding process or, optionally, via biometric recognition tools such as facial recognition and fingerprint recognition technology.

If the Client cannot access his/her account for any reason whatsoever, he/she should contact the Bank through the procedure described in the FAQ on our Website.

F. Your interactions with the Bank

The main channel of interaction with the Bank is the App.

The Bank can also send notifications to the Client via email or using mobile push notifications. As the case may be, the Client can modify his/her preferences regarding these two channels.

If needed, the Bank also can send text messages (SMS) or call the Client.

The Client can choose the language of the contractual relationship (including these Terms and Conditions) and communication during the onboarding process. At this stage, the available languages are English, Dutch and French.

The Client can freely change the language via the App settings panel. As the case may be, this change will not affect contracts which have already been entered into by the Client and the Bank (e.g. these Terms and Conditions).

Information and declarations which concern your contractual relationship with the Bank on the basis of these Terms and Conditions or any other contractual document will be communicated by the Client in the App. This notably includes account and transaction statements.

In case of issue/complaint, please refer to Section V “Customer Happiness Centre and Complaints Handling” below.

G. Termination of the contractual relationship

1. Termination of the relationship by the Client

a) Closing of current or savings account

The Client may close his/her current account with a zero or positive balance at any time. As the case may be, he/she indicates the account where the credit balance should be transferred to. The current account will be closed one (1) month after receiving the instruction to close the account.

The Client may close his/her savings accounts with a zero or positive balance at any time. As the case may be, the positive balance will be transferred to the primary current account of the Client with the Bank. If the Client does not hold a current account with the Bank, he/she must indicate the account where the credit balance should be transferred to.

In case of negative balance, the Client must rebalance his/her account before the closing. By the same token, the closing of your current account is subject to the prior termination,

closing and settling of all products and services which are settled via the current account such as savings accounts, term deposits or overdrafts.

b) Termination of the whole contractual relationship

The Client can terminate the contract with the Bank concluded for an indefinite term at any time via the Customer Happiness Centre (see below Section V.A "Customer Happiness Centre"). The termination of such contractual relationship is subject to a thirty (30) calendar days' prior notice period. The whole contractual relationship can be terminated once the Client has indicated the account where all remaining funds should be transferred to. However, the Client is aware that it might take up to fourteen (14) calendar days after the notice period for the Bank to process all the Client's ongoing transactions, close, and reconcile his/her products and services and send the remaining amount (if any) to the indicated account.

Without prejudice to specific clauses, contracts concluded for a definite term cannot be terminated before the term concerned has expired or if the Client has not closed and settled all his/her obligations towards the Bank, including unsettled card transactions, or negative account balances.

2. Termination of the relationship by the Bank

Any termination notice by the Bank will be communicated through the Customer Happiness Centre, via push notification and/or by e-mail.

a) Termination of the relationship due to the Bank's decision

The Bank is authorised to terminate the contract with the Client concluded for an indefinite term and/or close any account at any time, by giving at least a two (2) months' prior notice of its decision.

In particular, the Bank will terminate its relationship with the Client if the Client:

- does not pay the subscription fee during at least two (2) consecutive months and there is a lack of money on any other current account held by that Client;
- breaches the "fair usage" principle applicable to the contractual relationship (see below Section IV.B "Fair usage of the Bank's products");
- changes his or her residency status in a way that is unacceptable by the Bank (notably see Section III.D "Client capacity and restrictions");
- is inactive for two (2) months or more; or

- fails to maintain an ongoing overall balance of 5,000 EUR assessed across all its current account(s), regulated savings account(s), and term deposit account(s) opened with the Bank for five (5) consecutive days or more.

After the expiration of the notice period, the Bank stops providing its services. The Client either transfers the credit balance to another account held with a different bank, or indicates the account where the credit balance should be transferred to.

Upon termination of the relationship, all obligations of the former Client become immediately and automatically due, without any formal notification being required. Any interest habitually applicable in circumstances of indebtedness shall fall due with respect to any negative balance outstanding and all other existent debt. At that time, the Bank will charge the Client its habitual provisions. The termination itself will be free of charge. The Client undertakes to immediately destroy any physical debit cards of the Bank in his/her possession upon termination of the relationship. The assets held by the Bank on behalf of a former Client shall cease to bear interest with respect from the termination of the relationship.

In the event that, after restitution of all sums due, the former Client's account has a positive balance, the Bank will make said balance available to the former Client in the manner determined by the Bank and at the Client's risk.

b) Termination of the relationship due to the breach of trust

When its confidence in its Client is seriously undermined, the Bank is, at any time, authorised to terminate its contractual relationship with the Client without any notice period.

A breach of trust includes, but is not limited to, the following situations:

- continuing the relationship would lead to a situation whereby the Bank will no longer be able to comply with applicable legislation on combatting money laundering, including whenever the Bank cannot:
  a. identify/verify the identity of the Client;
  b. identify the client's characteristics and the purpose/nature of the relationship; and/or
  c. exercise adequate vigilance towards the Client and its operations);
- fraud suspicions/prevention/elimination;
- security issues; or
- when the Client acts otherwise in violation of these Terms and Conditions or his/her legal obligations.

In these cases, the Bank will be allowed to block the Client's access to the App. The Bank will stop providing its services immediately.

3. Deposit and Consignment Fund

If the Client gives no instruction as to the transfer of the assets held following termination of the relationship, the Bank reserves the right to transfer the former Client's assets to the Deposit and Consignment Fund ("*deposito-en consignatiekas"/"caisse de dépôts et consignations*") after five (5) years in accordance with the legislation on dormant assets (see below Section IV.C.1.h).

4. Deceased Clients

The Bank shall be notified as soon as possible of the death of a Client. If such notification is given orally, it must be confirmed in writing. From the date of receipt of such written notification the Bank shall ensure that no transactions whatsoever involving the assets of the estate are performed by the joint account holders or proxyholders (if any).

The assets held by the Bank in the name of the deceased Client shall be released to the benefit of the heirs and/or legal beneficiaries upon provision of the official documents confirming the succession and any other documents required by law and/or deemed necessary by the Bank.

The Bank will check these documents carefully, but shall only be liable in the event of gross negligence in this respect.

IV. Package and services

A. Membership

1. Description of the Membership system

In order to access the Bank's services, the retail Client must subscribe to the membership package (the "**Membership**") offered by the Bank.

In order to subscribe to the Membership, the Client must be onboarded in accordance with Section III above.

Once the Client has subscribed to the Membership, he/she will be able to access and activate the Standard services. Information about the availability of a particular service are available in the App. Information about fees is detailed in the Appendix I ("Fees and Charges list"). The Bank will notify the Client of any change in this respect.

- Standard services comprise:
    - Current accounts;

- Regulated savings accounts (“RSA”);
- Incoming and outgoing transfers: SEPA, internal (including standing orders and deferred transfers);
- ATM withdrawals;
- Virtual debit card (up to 5) and card payments; and
- Access to mobile app, web desktop app, and customer happiness centre.

- The following services may be available, as the case may be subject to additional *ad hoc* fees:
  - Term deposit accounts;
  - SWIFT payments;
  - SEPA instant payments;
  - ATM withdrawals exceeding the applicable monthly limit;
  - Virtual debit cards in addition to the standard limit;
  - Physical debit cards;
  - FX transfers and payments at interbank rates increased by margin.

The amounts for the services listed above can be found in the Appendix I (“Fees and Charges list”).

The names used for the different products and services in the list above and throughout this document may at certain points be different than the commercial names used for these products and services. The Bank will make its best efforts to avoid all risk of confusion in this respect.

The list of services is subject to changes from time to time and the latest information in this respect can be found on the App. In case the changes to the Membership do not affect any payment services, Section I.B. last paragraph on the two-months notification period will not apply to such changes.

All the Bank’s services are only available to Clients with an active Membership. Unless expressly authorised by the Bank on a case by case basis, these services can thus not be kept without Membership. If the Client concludes a service with a definite duration, he/she will need to keep his/her Membership active for at least the duration of the said service and pay the applicable Membership fees.

Some or all of the products and/or services that are offered by the Bank may not be available on locations outside of Belgium or for Clients who are residents of Eligible Countries other than Belgium.

Furthermore some of the services may temporarily not be available in Belgium and/or other Eligible Countries due to legal and/or regulatory reasons, for example when not all required approvals have been obtained from the proper authorities. Information concerning unavailability of services can be found in the FAQ section on our Website.

2. Fees and commissions

The monthly fees and all other charges in relation with the Membership are detailed in the Appendix I ("Fees and Charges list").

Fees will be charged the day before the end of each monthly period (D-1). The Bank may offer a free trial period or other promotional advantages. In case of lack of funds on the Client's current account, a fee will be charged after depositing of funds by the Client on the current account or an account held with a different bank that was added to the Client's account by the Bank.

The fees will be charged from i) the Client's primary current account, ii) an account held with a different bank added to the Client's account by the Bank or iii), if the Client has no current account opened at the Bank, the Client should transfer the money to a dedicated account with the Bank.

3. Expansion of the Bank's offering: future products and/or services available within the Membership

The Bank may expand its offering with new products and/or services in the future.

These future products and/or services may be provided directly by the Bank or by third party service providers cooperating with the Bank. These products and/or services must be activated separately by the Client and are subject to specific terms and conditions as provided to the Client at the moment of applying for the opening of the product or service concerned.

Some or all of these products and/or services may not be available for Clients from Eligible Countries other than Belgium.

As soon as future products and/or services become available this will be announced in the App.

B. Fair usage of the Bank's products

The Membership is strictly personal. Each Client is responsible for his/her Membership and must ensure that no other persons such as his/her employees, children or other members of

his/her household use the Membership benefits. The Client understands that the use of the services under the Membership is strictly limited to private purposes. The Client expressly agrees not to use his/her Membership for other purposes such as professional or commercial purposes (e.g. not to use his/her Membership for the benefit of his/her own clients).

The Bank may, at its sole discretion, restrict, suspend or terminate the Membership of its Client (with or without prior notice/warning, depending on the gravity of the behaviour) in case it has reasonable reasons to believe that the use of its services by the Client is abusive, improper or fraudulent. The same applies if the use of the Bank's services by the Client could cause a prejudice to the Bank or other Clients or third parties. This will notably be the case if the Client uses the Membership in a manner which is considered to be offensive, defamatory, obscene or contrary to public interest or national security.

C. Standard services

The following services are part of the Membership for Retail Clients.

1. Current accounts

a) General information

A primary current account is automatically created and opened for each Client after the completion of the onboarding process. This current account can be held in EUR or any other currency made available by the Bank.

b) Positive and negative balance

Subject to any special agreement, each account must be kept in positive balance at all times. The Bank may therefore refuse to execute or postpone the execution of orders for which there are not sufficient funds in the account. Orders will never be executed in part.

Any tolerance of the Bank in respect of a debit balance or overdraft in excess of the agreed limit, even if this is renewed more than once, may never be construed as constituting a right to maintain or renew such consent. Contractual overdraft services can be subscribed to separately as set out under Section IV.C.1.c) below.

In the case of an unauthorised overdraft, the Bank will charge an annual interest of 12.1% *pro rata temporis* until full zeroing of such unauthorised overdraft.

If for any reason (including, but not limited to, any technical error on our behalf or on behalf of our third-party provider) the Client has a negative balance on his/her current account, or a negative balance which exceeds the overdraft facility entered into with the Bank, the Client may be required by the Bank to rebalance his/her account immediately. The Bank can also take any necessary measures in accordance with Section II.E above ("Security in favour of the Bank").

If the Client fails to rebalance his/her account within sixty (60) calendar days, the Bank has the right to terminate the contract.

Unauthorised overdrafts (debit balance or overdraft in excess of the agreed limit) will be notified to the National Bank of Belgium (file of non-regulated registrations) and, where applicable, to other competent supervisory authorities. The Bank also reserves the right to divulge this information to the persons appointed to recover these debts.

c) Interests

Current accounts do not produce interest in favour of the Client. Besides, in principle, Clients who did not subscribe to an overdraft facility agreement (see below Section IV.C.1.c) will not be able to have a negative balance on their account, except if offline transactions are executed (e.g. in a plane) or in case of technical issue. As the case may be, the Bank will in such cases charge interest from the Client. Please refer to Appendix I ("Fees and Charges list") for more details.

d) Balance information and transaction statements

The account balance of the Client will be available through the App. The account balance presented on the App may not take into account pending debit and credit transactions.

Besides, all incoming and outgoing transfers, card payments, ATM withdrawals and deposits in relation to the current account of the Client will be confirmed by transaction statements available on the App.

Clients must immediately inform the Bank via the chat of the App of any errors they discover in balance information and/or transaction statements supplied by the Bank.

Without prejudice to the application of specific legal provisions in relation to payment services, if the Client does not object immediately, and, in any event, within sixty (60) calendar days of the date on which the information was made available, the account statements shall be deemed approved by the Client.

e) Payment received in foreign currency

Deposits, transfers and remittances in foreign currency in favour of the Client will be converted into the currency of the recipient account and booked to the said account, as the case may be after deduction of the exchange costs.

f) Voluntary closing of the account

Each Client can decide to close his/her account on a voluntary basis by contacting the Support Centre referred to in Section V.A ("Customer Happiness Centre") below.

g) Regulation on dormant assets

Accounts without intervention of any kind whatsoever by holders or legal representatives for at least five (5) years are qualified as "dormant accounts" in accordance with the Law of 24 July 2008.

If the account has a balance of 60- EUR or more, the Bank will initiate, as the case may be, a search procedure for dormant account holders. During this search procedure, the Bank will consult the National register as well as the Crossroads Bank for Social Security and send the account holder a letter.

Should this search procedure fail or the account have a balance of less than 60,- EUR, the Bank will transfer the assets to the Deposit and Consignment Fund before the end of the sixth year following the last intervention of the holder in accordance with the provisions of the abovementioned law.

The Bank is entitled to charge the costs resulting from the aforementioned procedure on the assets held by the Client with a maximum of the higher amount between 10% of the amount credited on the account and 200,- EUR.

h) Account top-up

Clients may use the account top-up service in which an external source of funds can be used in order to increase balance on the indicated account. One of the account top up methods consists in using a payment card issued by another financial institution.

To successfully perform an account top-up, the external source of funds (e.g. payment card) must be held or issued in the Client's own name. This excludes funds held in the name of third parties as eligible funds to perform an account top-up.

We may introduce discretionary limitations with regard to security options including but not limited to amount per period or additional methods for verification.

2. Payment services

a) General provisions on payment services

i. Payment services offered by the Bank

The Bank provides different payment services:

- national and cross-border transaction in EUR including SEPA Credit Transfer;
- international transfers including SWIFT transactions;
- FX payments;
- payment transactions with the use or payment cards or similar payment instruments;

- cash deposits and withdrawals (CDM/ATM).

Some of these payment operations are executed through a payment instrument.

In making payment accounts available in the form of current accounts and enabling payment transactions and the use of payment instruments, the Bank acts as the Client's payment service provider within the meaning of Article I.9, 2° of the Code of Economic Law.

All terms used in this section are deemed to have the same meaning as in the Code of Economic Law and as in Directive 2015/2366 on payment services.

ii. Payment orders

Payments are processed on the basis of the payment orders of the Client.

Payment orders can be initiated through the App, with a payment card issued by the Bank or by any other means agreed upon between the Client and the Bank.

When transferring a payment order to the Bank, the Client must provide the unique identifier of the payer/payee i.e. the IBAN and, as the case may be, any other information requested by the Bank.

The Bank can always refuse to process a payment in case it suspects fraud or another illegal behaviour.

iii. Cost and charges in relation with payment services

The cost and charges, value dates, interest and reference exchange rates applying to current accounts and payment services offered by the Bank are given in Appendix I ("Fees and Charges list").

The fees and commissions in relation with all outgoing transactions are shared respectively between the payer and the payee (SHA option).

Please note that different costs and fees can apply (e.g. to cash withdrawals), depending on the Membership formula.

iv. Execution date and maximum execution time

The Bank executes payment transactions on bank business days. Additional information on these bank business days is available in the FAQ on our Website or may be communicated to the Client upon request.

The execution time applicable to a payment transaction depends on the country and currency of the transaction and the type of transaction (national, cross-border or international).

Payment transactions can be:

1. national (executed in euros where the payment service providers of the payer and of the payee, or the only payment service provider involved in the payment transaction, are (is) located in Belgium);
2. cross-border (executed in euros, except in the case above, or in a currency of a member country of the European Economic Area and where the payment service providers of the payer and of the payee, or the only payment service provider involved in the payment transaction, are located in the European Economic Area); or
3. international (in all other cases).

The Bank will do its best to process transactions as fast as possible and within the time period indicated below.

When the Client submits a payment order through the App, the Bank informs him/her of the estimated date of payment processing. This information is calculated on the basis of available information. In any case, the final delivery date will not be later than what is described below.

If the day on which the Bank receives the order is not a bank business day, the order will be deemed to have been received the next bank business day.

The Bank may set deadlines, after which processing on the same banking business day is no longer possible. Such deadlines may vary according to the type of payment transaction, communication channel etc. If the Bank receives the Client's order after the deadline as it has been specified, the order will be deemed to have been received the next bank business day. Additional information on this is available in the FAQ on our Website or may be communicated to the Client upon request.

v. Standing orders and scheduled transfers

Subject to the above notably in terms of delay and bank business days, the Client may set standing orders and schedule transfers.

Scheduled transfers operate as regular transfers but have a pre-set date of execution scheduled by the Client.

Standing orders are recurring transfers the details of which (amounts, frequency, recipient account, etc.) have been pre-set and approved by the Client.

Both standing orders and scheduled transfers will in principle be executed in the morning of the scheduled date.

If the funds available on the paying account on the date of transfer are insufficient to proceed to the full transfer, attempts to proceed to the said transfer will be made once a day

during the five (5) following calendar days. If the funds remain insufficient during this period of time, the transfer will be automatically cancelled.

1) National and cross-border payment transactions in euros (or which entails maximum one currency conversion)

The maximum execution time for a payment transaction initiated by the Client is one (1) bank business day from the point in time of receipt of the order.

The execution time shall be reduced to the close of business on the bank business day on which the order is received for national payment transactions initiated electronically by the Client in which the Bank also acts for the payee.

The same rule applies to cross-border payment transactions in the currency of a member country of the European Economic Area not denominated in euros or involving a currency conversion between the euro and a currency of a member country of the European Economic Area.

2) Other cross-border transactions

The maximum execution time for a payment transaction initiated by the payee is four (4) bank business days from the point in time of receipt of the order.

International payment transactions

The maximum execution time for a payment transaction initiated by the payer is not subject to any specific time constraint but the Bank will do its best to perform such payment in the best delays possible.

vi. Liability

1) Unauthorised payment transactions

An unauthorised payment transaction is any payment transaction made without the approval of the Client.

Qualify as unauthorised payment transactions, any transactions resulting from the fraudulent use of a compromised Device or from the fraudulent use of a payment instrument by a third party such as payment transactions resulting from the loss or theft of the payment instrument and/or deceptive use of the payment instrument without the knowledge of the Client who is the holder of the account that is linked to the payment instrument concerned.

In the case of an unauthorised payment transaction for which the Client acted as the payer and the Bank acted as the payer's bank, the Bank shall refund the amount of this transaction to the Client immediately after noting or being notified of the transaction, and in any event no later than by the end of the following business day, except where the Bank has

reasonable grounds for suspecting fraud and communicates those grounds to the relevant national authority in writing.

Where applicable, the Bank shall restore the debited payment account to the state in which it would have been had the unauthorised payment transaction not taken place. The credit value date for the Client's payment account is the date on which the amount has been debited. In addition, the Bank shall compensate all other consequential financial losses to the Client.

2) Payment transactions initiated with a payment instrument

By exception, if the unauthorised payment transaction has been initiated with a payment instrument, the Client will bear up to 50- EUR of loss resulting from the use of a lost or stolen payment instrument or from the misappropriation of a payment instrument.

This rule does not apply if:

- the loss, theft or misappropriation of a payment instrument was not detectable to the Client prior to a payment, except where the Client has acted fraudulently; or
- the loss was caused by acts or lack of action of an employee, agent or branch of a payment service provider or of an entity to which its activities were outsourced.

The Client bears no loss in case of payment transactions processed after he/she has blocked or paused his/her payment instrument or informed the Bank via the dedicated feature on the App.

In any event, the Client shall bear all of the losses relating to any unauthorised payment transactions if they were incurred by the Client acting fraudulently or failing to fulfil one or more of the obligations set out in relation with his/her payment instrument with intent or gross negligence.

3) Payment transactions executed in accordance with the unique identifier

If a payment order is executed in accordance with the unique identifier, the payment order shall be deemed to have been executed correctly with regard to the payee specified by the unique identifier.

The Bank is not obliged to check that the payee's identity corresponds to the unique identifier given by the Client.

However, in case of discrepancy, the Bank will, at the request of the Client, make reasonable efforts to recover the funds involved in the payment transaction.

4) Information in case of unauthorized or incorrect payment transaction

The Client must inform the Bank immediately if payment transactions are carried out without authorisation or have not been executed correctly. All disputes relating to a payment transaction executed by the Bank must be immediately done and, in any event no more than thirteen (13) months after the date on which the transaction was debited or credited if the user of payment services is acting in the capacity of consumer.

If notification of dispute is not made within this deadline, the payment transaction is deemed to be correct, accurate and approved by the Client.

On receipt of this notification, the Bank shall examine the complaint and check whether it is valid.

In all disputes with a Client relating to a national or cross border payment transaction, and without prejudice to proof to the contrary being provided by the Client, the burden of proof that the transaction in question was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency lies with the Bank.

5) Unexecuted or defectively executed transactions

After having examined the merits of the Client's complaint, in the case of an unexecuted payment transaction, of a defectively executed payment transaction or of a payment transaction executed late, the Bank shall, where it is liable in its capacity as the payer's bank, refund the transaction amount to the Client as quickly as possible, value-dated on the date on which the funds were debited from the payment account.

Where applicable, the Bank shall restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. In addition, the Bank shall compensate the payer for any other consequential financial losses.

If the Bank is liable in its capacity as the payee's bank, it shall immediately place the amount of the payment transaction at the payee's disposal value-dated on the date that would have resulted from the correct execution of the payment transaction.

The Bank shall credit, if necessary, the corresponding amount to the payee's payment account. In addition, the Bank shall compensate all other consequential financial losses to the payee.

If, however, the defective execution consists in the late execution (processed outside the maximum execution time), the Client can only claim reimbursement of losses and damage directly attributable to and that could reasonably be foreseen as arising from such late execution.

In the case of an unexecuted or defectively executed national or cross-border payment transaction, the Bank shall regardless of liability under this provision, upon request from the Client, immediately make reasonable efforts to trace the payment transaction, and notify the Client of the outcome of its investigation free of charge.

Where the currency applied to a payment transaction is not that of a Member State of the European Economic Area, this provision shall solely apply in respect of those part of the payment transaction which are carried out in the European Economic Area.

6) Exception

The responsibility of the Bank in the case of unexecuted or defectively executed payment transactions or of payment transactions executed late is, irrespective of the currency, is governed by these Terms and Conditions when the other payment service provider involved in the payment transaction is not located in the European Economic Area.

vii. Information after execution of a payment transaction

After the amount of an individual payment transaction is debited from the Client's account, the Bank shall make the following information available to the Client:

- a reference enabling the Client to identify each payment transaction and, where appropriate, information relating to the payee;
- the amount of the payment transaction in the currency in which the Client's payment account is debited or in the currency used for the payment order;
- the amount of any charges applied to the payment transaction;
- where applicable, the exchange rate applied by the Bank to the payment transaction and the amount of the payment transaction after that currency conversion;
- the value date applied in debiting the account.

After crediting an individual payment transaction to the Client's account, the Bank shall make the following information available to the Client:

- a reference enabling the Client to identify the payment transaction and, where appropriate, the payer, as well as any information transferred with the payment transaction;
- the amount of the payment transaction in the currency in which the Client's payment account is credited;
- the amount of any charges applied to the payment transaction;

- where applicable, the exchange rate applied to the payment transaction by the Bank and the payment transaction amount before that currency conversion.
- the value date applied in crediting the account.

b) Credit Transfers

Credit transfer instructions will always be given through the App's specific functionality by following the instructions and, as the case may be, providing all information requested by the Bank. If the Client wants to defer execution of a credit transfer, he/she must enter a date in the "desired future execution date" field.

The date on which a credit transfer is executed is determined by the desired execution date and the criteria for the payment system used.

Except in the case of deferred execution, a credit transfer submitted to the Bank cannot, in principle, be revoked or changed.

c) Debit cards

i. Debit card creation during onboarding and physical debit cards

A digital debit card is created automatically during the onboarding process. This debit card can only be used by the Client and for his/her private needs. The card details (i.e. PAN/CVC/Expiry date/PIN code) are available on the App.

Clients can decide to run the additional process of digitisation if his/her Device is identified as eligible to a Wallet Providers Service. As the case may be, specific terms & conditions will apply (Appendix II: "Use of Wallet Providers Services").

Up to five (5) debit cards can be obtained on demand, via the App. The PIN code of the debit card can be generated and viewed on the App by the Client and can be modified in ATMs only (not on the App).

The card's expiry date is printed on the card and visible on the App. The Client must not use the card after its expiry date. We will automatically prolong your card, if you meet the requirements listed in the Q&A.

ii. Use of the card

The card is a debit product which can be used to purchase goods and services from retailers which accept Mastercard debit cards.

The Client cannot make purchases exceeding the balance of funds available on the account associated to his/her card. The Client balance will be reduced by the amount of each purchase you make. If any purchase exceeds your available balance or the card limit (e.g. ATM withdrawal limit) the transaction will be declined.

You can use the card to make purchases in-store, via the internet or over the phone. The card can be used to obtain cash through ATMs or cash back service.

iii. Card settings / limits

You can actively manage your card via the App. We allow you to set available transaction limits and security options. A list of current card management options is available in the dedicated section of the Q&A.

iv. Security of the debit card

The Client has to take all reasonable measures to ensure that the debit card and its personalised security features (including the PIN code) are kept secure, and shall disable his/her card via the App and inform the Bank without delay in case of any loss, theft, fraudulent use, suspicious or unauthorised use of the payment instrument through the App or by following the steps in the FAQ on our Website.

The Bank may, at any time and without notice being served, block or suspend a debit card provided to the Client where it has objective grounds for believing that the security of that debit card may have been compromised by unauthorised or fraudulent use or, in the case of a debit card to which a credit contract is attached, that there is a significantly increased risk of the payer being unable to meet his/her payment obligations.

The Bank will inform the Client as soon as possible of this blocking/suspension.

The right to use the debit card automatically terminates on the death of the Client.

v. Payments with the debit card

You agree that any use of your card, eligible Device, card number or PIN code constitutes your authorisation and consent to a transaction. Once a payment with the debit card has been authorised, it cannot be revoked.

We may refuse a transaction if:

1. a transaction might exceed your available funds on the card;
2. a transaction might exceed any of your card limits;
3. a transaction is done against the card status and security options set on the App;
4. we reasonably believe that we need to do so to keep to the rules of the payment system under which your card is issued,
5. we reasonably believe that there are needs to do so to comply with any law or as a matter of good practice.

vi. Payments in another currency

In case the debit card is used to pay in another currency than the currency of the associated account, the Bank will calculate the transaction amount at the time of authorisation to the currency of the account using Bank's FX rate. In case, the authorisation process for transactions in another currency is not performed (offline transactions), we will do the best effort to calculate the transaction amount to the currency of the account at the rate applicable for the time of your actual performing of transaction.

d) Foreign Exchange Transactions

i. General principle

The Bank provides Foreign Exchange Transaction services ("**FX transfers**"). The foreign exchange transaction is an agreement of exchange of currencies of one country for another (sale and purchase of currency) at an agreed exchange rate on a definite date.

The FX transfers performed by the Bank are for payment and not for speculative purposes. The Bank will use the internal rate at the moment of authorisation processing.

ii. Use of the interbank rate

As a general principle the Bank's internal FX rates are the interbank rates received from third parties with a limited margin added. Usually, internal FX rates will be better than those published by publicly available sources.

However, in certain conditions, internal FX rates might be calculated by adding higher margin to interbank rates, especially where:

in case of market shock, when the markets are volatile or in case of system failure;

for illiquid currencies when interbank rates do not exist or are unreliable;

when the interbank rate is not available for a particular currency and only in the case of card transactions, we will use Mastercard rates.

In these cases, the conversion rate will be corrected to reflect the additional risk inherent to the said cases.

During bank holidays and on weekends, when no interbank rates are available, the Bank will apply fixed rates that are calculated on the basis of the rates that were applicable on the closing of the last bank business day.

As the case may be, additional fees may result from conditions applied by third party providers (ATMs, receiving bank).

iii. Cancellation of orders

In principle, the Client cannot cancel or revoke an order which he/she has placed on the App. However, if the Bank has not yet processed the transaction yet, the Client may correct the beneficiary account details.

The Bank can allow the Client to cancel the transaction on a discretionary basis. As the case may be, additional fees can apply on a case by case basis.

As the case may be, the Bank will return the amount of the transfer to the account from where it came. However, if the conversion already took place, the Bank will convert the purchase currency back to EUR (or the other initial currency if applicable) at an agreed exchange rate at the time of cancellation, which means that the amount we return to the Client may be more or less than the initial payment amount.

iv. Transaction refusal, suspension or cancellation

The Bank can refuse, suspend, or cancel a transaction if:

- as a result of this transaction, the Bank could face action from a regulator or other authority;
- you do not have sufficient credit balance;
- the transaction may be linked to activities that breach applicable law (including AML-CTF laws).

The Bank will notify you about the reason for declining, cancelling or delaying a transaction (if the law allows us to) and also, if possible, our reasons for doing so and how you can put right any factual errors that led to our action.

3. Term deposit accounts

The Bank may offer term deposit accounts. Term deposit accounts are fixed-term deposit of money held on an account opened with the Bank.

The Bank shall in any event inform the Client, before the due date, in a notification sent with the Client's account statements, of the next due date of his term deposit and of what will happen to the capital and the accrued interest on the due date of the term deposit.

The specific contractual conditions including the currency, interest rate, the term, the account into which the capital and interest must be paid on the due date, the terms and other conditions are determined when the agreement is concluded through the App.

4. Savings accounts

a) General information

The Bank offers regulated savings accounts. These savings accounts comply with the provision of Article 2 of the Royal Decree implementing the Income Tax Code:

- These savings accounts are denominated in EUR;
- Interests on these account consist of base rate and a fidelity premium;
- As an example: in 2023, the first tranche of 980,- EUR (per account holder) of interests generated by regulated savings accounts is exempted from tax. Limit for tax-exemption is indexed annually. The Bank verifies if the limit has been reached or exceeded each time when interests (base rate or fidelity premium) are generated by the account.

The modalities, interest rate and premium conditions in relation to a specific savings accounts product will be provided when subscribing to such an account via the App.

b) Allowed transactions

Regulated savings accounts held with the Bank can be credited by transfers from current accounts held with the Bank or at any other financial institutions or from another savings accounts held with the Bank in the name of the same Client.

Regulated savings accounts held with the Bank can be debited by transfers to a current or savings account of the same holder with the Bank.

Other inbound or outbound transactions are not possible.

The Bank reserves the right to limit withdrawals to EUR 2,500 per fortnight and to require advance notice of 5 calendar days for withdrawals exceeding EUR 1,250.

c) General rules on accounts

The rules set out above relating to account statements, payment received in other currencies, voluntary/compulsory closing and dormant accounts which are applicable to current accounts also apply to savings accounts.

Unless otherwise provided, the Client may only open and hold one regulated savings account of the same type.

d) Basic interest rate and fidelity premium

Basic interest is calculated on a daily basis, starting from the day following the day the account was credited until the day the account is debited.

Interest is paid on a yearly basis.

The fidelity premium is acquired after holding funds for twelve (12) consecutive months from the day after the deposit or as from the start of a new fidelity period (accrual of a new fidelity premium). For a maximum of three (3) times per regulated savings account and per calendar year, Clients can transfer money in amount of at least 500,- EUR to another regulated savings account held with the Bank (under the condition that the Bank offers more than one regulated savings account) without losing the fidelity premium for the period already built up.

Nonetheless, the period of twelve (12) consecutive months must be respected in total.

The interest rate of the fidelity premium which is applicable to the amount concerned cannot be changed during the accrual period. Nonetheless, different interest rates may apply simultaneously to various amounts credited on the savings account at different time.

The fidelity premium is credited to the savings account four (4) times per year, on a quarterly basis on 1st day of April, July, October and January. The fidelity premium starts generating basic interest on the first day of the next trimester.

As the case may be, the fidelity premium will also be paid out if the account is liquidated prior to the end of the quarter (under the condition that the fidelity premium has already been acquired).

Any modification of the basic interest rate will be immediately applicable to the outstanding amount. One and the same rate applies for all amounts, whether it concerns a new deposit or existing funds.

In case of a change to the rate of the fidelity premium, the applicable fidelity premium rate is the rate which is applicable on the day the calculation period started. In case of a transfer between regulated savings account held with the Bank in the name of the same Client, the applicable interest rate will be the new interest rate.

All debit transactions from regulated saving account are booked in accordance with the LIFO method. As a consequence, the transfer from regulated savings account will apply first to the amounts for which accrued fidelity period is the least advanced.

e) Unavailability

Some of the Regulated saving accounts may temporarily not be available in Belgium and/or other Eligible Countries due to legal and/or regulatory reasons, for example when not all required approvals have been obtained from the proper authorities. Information concerning unavailability of services can be found in the FAQ section on our Website.

V. Customer Hapiness Centre and compliants handling

A. Customer Happiness Centre

All Clients shall have a 24/7 access to the self-service of the Customer Happiness Centre. This self-service is a service which generates automated answers.

Clients who have subscribed to the Membership (see above Section IV.A “Membership”) shall be able to request human intervention by following the steps referred to in the FAQ on our Website. Contact with the Bank is also possible via the following email address: Info@Unicredit.be.

If the need arises, contacts by text messages, phone or email will be organised.

Clients who have lost their phone and cannot access the relevant section of the Bank’s Website (for example due to card restriction) may reach the emergency centre using the phone number, which he/she finds in the FAQ on our Website. Please note that this channel should only be used if the relevant section of the Bank’s App or Website are unavailable.

B. Issue reporting, complaints handling & extrajudicial recourse

A Client who wants to report an issue should refer to the relevant instructions available on the App or the FAQ on our Website. The Customer Happiness Centre will always attempt to find an adequate solution within a reasonable timeframe.

If the Client is of the opinion that the Customer Happiness Centre did not find an appropriate solution to his/her problem, he/she will be able to start an official complaint procedure. Complaints shall be sent by email to complaints@UniCredit.be.

Complaints will be handled within the timeframe provided by applicable regulation. Answers and complaints resolution shall be sent in PDF format to the e-mail address of the Client, provided during the onboarding process.

Clients who qualify as consumers (natural persons acting outside the scope of their professional activities) and who are not satisfied with the Bank’s position may contact the Ombudsman in financial matters (“Ombudsfin”):

Ombudsfin

North Gate II, Roi Albert II Boulevard, 8 (box 2)

1000 Brussels

Belgium

Email : ombudsman@ombudsfin.be

Fax : +32 2 545 77 79

Web : https://www.ombudsfin.be/

VI. Applicable law and jurisdiction

All the rights and obligations of the Clients and the Bank, whether in contract or otherwise, are governed by and should be construed in accordance with Belgian law.

Without prejudice to overriding and mandatory legal provisions providing for the competence of other jurisdictions (for example for consumers), the Bank and the Client, either demanding or defending, may seize the courts of Brussels for any dispute arising from or relating directly or indirectly to their business relationship, whether in contract or otherwise.