

## ”Payconiq by Bancontact” Mobile App - Terms & Conditions

VERSION 7.2 | APPLICABLE AS OF: 19/09/2024.

### 1. Acceptance of these terms and conditions

- 1.1 These terms and conditions govern (i) the registration, use and access to **the App**, (ii) the **authentication of Bancontact Mobile Transactions** through the App and (iii) the use of the **Payconiq payment service** in the App.
- 1.2 By downloading, installing, registering, using or accessing the App, the User confirms to be legally bound by these terms and conditions, as amended from time to time, and confirms to have received, read, understood and accepted these terms and conditions and to be bound by them every time he/she uses the App. The User will be required to read and accept these terms and conditions prior to the first use of the App.
- 1.3 If the User does not agree with any of these terms, he/she should refrain from or cease downloading, installing, activating and using the App and the Services.
- 1.4 For the avoidance of doubt, the present terms and conditions do not govern any third-party services.

The Bancontact Card(s) registered in the App and Mobile Bancontact Transactions executed with such Bancontact Cards are not governed by the present terms and conditions, but by the relevant Card Issuer T&C's, which can be found on the Card Issuer's website or obtained from the Card Issuer.

The Voucher Card registered in the App is not governed by the present terms and conditions, but by the relevant Voucher Card issuer's terms and conditions, which can be found on the Voucher Card's website or obtained from the Voucher Card issuer.

The User can access third-party services through the App, these are governed by the terms and conditions of the respective provider of such services, which the User will be required to read and accept in the App separately if he or she wants to make use of the services proposed by any such third party. Likewise, when making an in store Mobile Bancontact Transaction or a Payconiq Payment, the User can present in the App his or her loyalty card issued by the merchant (which the User previously registered in the App), such loyalty card is governed by the terms and conditions of the relevant issuer of such loyalty card.

The present terms and conditions provide for the User to use the Mobile PIN to identify himself/herself and to authorize Mobile Bancontact Transactions or make Payconiq Payments in the App. The User may elect, under his or her sole responsibility, to use an alternative method instead (such as Biometric ID, which some mobile devices or operating systems enable and provide). Any such alternative method is governed by the terms and conditions of the supplier of such method. The present terms and conditions also mention that the User may identify himself/herself with itsme® to open an account or when reinstalling the App on a new device, providing that itsme® is present on the device and activated. Itsme® is governed by the terms and conditions of Belgian Mobile ID.

## 2. Definitions

The following terms shall have the following meaning:

- **"Affiliated Bank"** means a bank which is under contract with Bancontact Payconiq Company for Payconiq
- **"App"** means the mobile application, distributed by Bancontact Payconiq Company under the brand name "Payconiq by Bancontact", in which the User can register one or more Bancontact Cards and one bank accounts and activate Payconiq. Through the App, the User can access the Services.
- **"Bancontact Payconiq Company"** means Bancontact Payconiq Company NV/SA, with registered office at 1040 Brussels, Rue d'Arlon / Aarlenstraat 82 (Belgium) and registered with the Crossroads Bank of Enterprises under number 0675 984 882 (LPR Brussels). Bancontact Payconiq Company is a payment institution under supervision of the [National Bank of Belgium, boulevard de Berlaymont 14, 1000 Brussels](#).
- **"Bancontact Card"** means a Bancontact branded card linked to a payment account.
- **"Bancontact User"** (and "Payconiq payments (or transactions)") only refers to App users who have registered a linked bank account and to payments executed directly from a linked bank account (without using a Bancontact Card).
- **"Biometric ID"** means biometrical data, such as face recognition or fingerprint, which the User might elect, under his or her sole responsibility, to identify himself/herself and to authorize Mobile Bancontact Transactions or make Payconiq Payments, as an alternative to the Mobile PIN; these data are registered and activated by the User on his or her mobile device.
- **"Card Issuer"** means the entity which issued one or more of the Bancontact Cards or Voucher Card registered in the App.
- **"Card Issuer T&C's"** means the applicable terms and conditions and the product regulations of the Card Issuer.
- **"Data Protection Laws"** means the General Data Protection Regulation 2016/679 of 2 April 2016 and the Act of 30 July 2018 *on the protection of natural persons with regard to the processing of personal data*, as may be amended from time to time.
- **"itsme®"** means an application with a digital ID and with a registration, login and sign function, which the User can install on its device with an Android or iOS operating system. Itsme® is a service provided by Belgian Mobile ID, with registered office Markiesstraat 1 in 1000 Brussels, company number 541.659.084 and website [www.itsme.be](http://www.itsme.be). **"Mobile Bancontact Transaction"** means a Bancontact Card transaction in euros, authenticated through the App, of transferring funds, irrespective of any underlying obligations between the payer and the payee. This can be a P2P Mobile Bancontact Transaction ("person to person", i.e. the payee is an individual person, who is acting as a consumer) or a P2M Mobile Bancontact Transaction ("person to merchant", i.e. the payee is a merchant accepting Bancontact Cards); transactions made by Users who did not complete the Payconiq activation process, are Mobile Bancontact Transactions.

- **"Mobile PIN"** means the four-digit PIN code freely chosen by the User to identify himself/herself and to authorize Mobile Bancontact Transactions or to make Payconiq Payments.
- **"Payconiq Payment"** means a payment transaction in euros for transferring funds by the User to a payee, or by another user of the Payconiq payment method to the User, always irrespective of any underlying obligations between payer and payee, whereby the User is always acting as a consumer. A Payconiq Payment can be a P2P payment ("person to person", i.e., the payee is another Payconiq user) or a P2M payment ("person to merchant", i.e., the payee is a merchant who accepts Payconiq); in order to make a Payconiq Payment, the User must have registered one bank account in the App and subsequently activated Payconiq by linking its bank account in the App. A Voucher Card transaction realised through the App is a P2M Payconiq Payment.
- **"Services"** means the current and future services offered through the App to a User, enabling the User to request authentication of Mobile Bancontact Transactions and to make Payconiq Payments (make or receive payments or both), and to use third-party services as made available from time to time through the App.
- **"User"** means the person, who seeks to download, activate or use the App or has initiated downloading, activating or using the App on his/her mobile device.
- **"Voucher Card"** means a prepaid card, which enables its holder to pay for specific products or services (in the case of meal vouchers: food products and services) and which are accepted by a limited network of merchants.

### 3. Presentation of the providers of the Services

**Bancontact Payconiq Company** provides the App and an IT solution for authenticating Mobile Bancontact Transactions, and Payconiq Payments.

The **Card Issuers** are either financial institutions, duly licensed to carry out payment services, or Voucher Card issuers, duly licensed to issue electronic vouchers. The Bancontact Card Issuers issued one or more of the Bancontact Cards registered in the App, and the Mobile Bancontact Transactions with these cards are authenticated through the App.

**Third-party service providers** offer services (as available from time to time through the App) to the User who has accepted the terms and conditions of these third parties prior to using their services. Some merchants issue loyalty cards which the User may register in the App and present to the merchant through the App when making a purchase.

### 4. Blocking of access to the App

If the User enters an incorrect Mobile PIN for three (3) consecutive times, the access to the App will be blocked. To unblock the App, the User will have to reset the App.

## 5. Service territory of the App

The App is available in the Google Play store and Apple Appstore of the member states of the European Union.

## 6. Services and functionalities of the App

### 6.1 General provisions

#### 6.1.1 User account

In order to use most aspects of the Services, the User must register for and maintain an active personal user account. Account registration requires the User to submit to Bancontact Payconiq Company certain personal information, such as first and last names, mobile phone number and email address. The User agrees to maintain accurate, complete, and up-to-date information in his/her user account. When reinstalling the App on a new device, or switching to another mobile device, the User will be requested to identify himself/herself and will recover his/her payment methods, loyalty cards, third party services, and transaction history. The User may opt for identifying itself at these occasions via itsme®.

#### 6.1.2. Private purposes

Users are only authorised to receive P2P Mobile Bancontact Transactions or Payconiq Payments when acting as an individual consumer for private purposes, and not for any commercial or professional activity. Other solutions exist for receiving payments for commercial or professional purposes; please contact merchant support at [info@payconiq.be](mailto:info@payconiq.be) or 02 793 01 43 for more information.

#### 6.1.3 Correct information

The User will be requested to provide information in the App. He/she must provide accurate and sufficient information, such as his/her real name. The User may not provide a disposable email address or phone number. Bancontact Payconiq Company reserves the right to validate and verify the information provided, and to determine whether there may be objections to providing Services.

#### 6.1.4 Mobile PIN or Biometric ID

Upon activation of the App, the User will be requested to choose a four-digit Mobile PIN. This Mobile PIN is used to authenticate the Mobile Bancontact Transactions executed with the Bancontact Cards registered in the App, and to make Payconiq Payments.

If the User's mobile device enables Biometric ID, the User may elect, under his/her sole responsibility, to (activate and) use Biometric ID instead of the Mobile PIN.

If the User registers another person on his/her mobile device for biometric authentication and enables that feature in the App, the User is responsible for that person's use of the App and payments or payment requests made by that person shall be considered as consented to and authorised by the User.

#### 6.1.5 Consultation of past transactions

Users can consult the details of past Mobile Bancontact Transactions and Payconiq Payments as payer and as payee.

### 6.1.6. Notifications

Bancontact Payconiq Company may provide information or notifications to the User, when Bancontact Payconiq Company deems it necessary, in the App or via email. Accordingly, the User must have internet access and an active email address to receive communications. Bancontact Payconiq Company may also mail it to the User's registered address, call the User by phone or send a text message or other form of notification to the User, depending on what the context may require.

## 6.2 **Bancontact Mobile Transactions**

### 6.2.1 Registration and authentication of Bancontact Cards

The App allows Users to register up to five (5) Bancontact Cards from multiple Card Issuers which can be used to authenticate P2P and P2M Mobile Bancontact Transactions in euros, in accordance with these terms and conditions.

Note for Users who will at some point in time receive a new Bancontact Card from their Card Issuer (because the former card expired or did not work properly): depending upon the Card Issuer, the new card may automatically supersede and replace the former card which had been previously added in the App as soon as the User has activated such new card either by performing a PIN-based transaction on an ATM or on a payment terminal in a point of sale. For the avoidance of doubt, this will not apply to new cards issued after the former card was blocked via Cardstop.

The use of the App to authenticate a Mobile Bancontact Transaction does not alter the nature of such payment transaction as a specific type of card transaction processed between a Card Issuer and an acquirer.

The App will automatically select as “default” card the first Bancontact Card that has been registered in the App. This card will be pre-selected for new Mobile Bancontact Transactions. Users can at any time choose another default Bancontact Card by changing their App's settings.

A Mobile Bancontact Transaction will be regarded as authenticated after the payer has agreed to its execution by confirming it with his/her Mobile PIN (or Biometric ID, if the User elected to use this alternative method).

### 6.2.2 Authorisation of Mobile Bancontact Transactions

Each Mobile Bancontact Transaction to be debited from a payer's account must be authorised separately by the payer with his/her Mobile PIN (or Biometric ID, if he/she elected to use this alternative method). A Mobile Bancontact Transaction to be debited from the payer's payment account linked to a Bancontact Card will be authorised after the payer has agreed to the authentication of the Mobile Bancontact Transaction by confirming it with his/her Mobile PIN (or Biometric ID). The Mobile PIN or the Biometric ID is the payer's electronic signature and replaces the payer's written signature for Mobile Bancontact Transactions authenticated through the App.

The User acknowledges that the Mobile Bancontact Transactions authenticated through the App and authorised with the Mobile PIN or Biometric ID are legally binding transactions.

### 6.2.3 Mobile Bancontact Transaction limits

Without prejudice to the limits applicable to a User's Bancontact Card, Mobile Bancontact Transactions authenticated through the App are subject to additional limits, which can be consulted at <https://www.payconiq.be/en/faq/can-i-use-the-app-to-make-a-payment-or-receive-money-for-any->

**amount.** These limits may be modified unilaterally by Bancontact Payconiq Company at all times. The lowest applicable limit (being the limit applicable to a Bancontact Card or the limit applicable at App level) will at all times prevail.

When making payments, the App will disable any Bancontact Card of the Payer for which the available limits at App level have already been exceeded or will be exceeded for a particular Mobile Bancontact Transaction.

As from the moment a Mobile Bancontact Transaction has been sent or received through the App, the available limits for the Payer and Payee (for P2P Mobile Bancontact Transactions) will be decreased with the corresponding amount of the Mobile Bancontact Transaction.

#### **6.2.4 Responsibility for Mobile Bancontact Transactions**

The User is solely responsible for ensuring his/her use of the App complies with the Card Issuer T&Cs insofar Mobile Bancontact Transactions are made via the App.

The User is responsible for all charges and/or debits to the Bancontact Cards that result from Mobile Bancontact Transactions made using the App and any charges that the Card Issuer(s) may levy in connection with such transactions.

Bancontact Payconiq Company does not issue Bancontact Cards; these are issued by financial institutions. Any and all questions or issues regarding any Bancontact Card and Mobile Bancontact Transactions executed with such Bancontact Cards should be directed to the financial institution (Card Issuer) that issued the relevant Bancontact Card and not to Bancontact Payconiq Company.

Bancontact Payconiq Company makes no representations that the Bancontact Cards registered in the App are valid or fit to be used or that the Card Issuer(s) who issued such cards will approve or honor the Mobile Bancontact Transactions authenticated through the App.

### **6.3. Payconiq Payments**

#### **6.3.1 Registering with Payconiq and linking a bank account in the App**

In order to register with Payconiq, these are the prerequisites:

- the User must hold a payment account in Euros with an Affiliated Bank; and
- the User must have a registered address in a country where Bancontact Payconiq Company is licensed to operate.

As part of the registration process to enable Payconiq Payments, the User will be requested to connect his/her payment account. The User will be navigated to his/her banking environment (e.g. website or mobile application of the Affiliated Bank) where he/she must authorise the connection of his/her payment account.

If the User has not fully completed the registration within thirty days (30) of initiating the registration process, Bancontact Payconiq Company may delete the Users' data; if the User wants to use Payconiq, the User will have to restart the registration process from scratch.

Once registered with Payconiq, the User has the possibility to register one Voucher card.

#### **6.3.2 Use of Payconiq and settlement methods**

All payments made with Payconiq are processed in Euros. In order to make a Payconiq Payment, the User must authenticate himself/herself and authorise the payment instruction by providing his/her Mobile PIN (or Biometric ID, if the User elected to use this alternative method). By doing this, the User

confirms the amount of the payment and the correct recipient and authorises Bancontact Payconiq Company to initiate the payment on his/her behalf and to have his/her payment account debited for the amount of the payment.

The Payconiq Payments will be settled by the User's bank, via a SEPA (Single Euro Payments Area) Credit Transfer ("SCT"): Bancontact Payconiq Company initiates a payment on behalf of the User by sending payment instructions to his/her bank, the amount of which is debited from the User's payment account and transferred by his/her bank to the respective payee. Once the User has authorised the payment instruction, Bancontact Payconiq Company immediately sends this instruction to his/her bank and the User cannot revoke the payment instruction. The time it takes to execute payment instructions may vary depending upon the bank of the User and/or the bank of the payee. Bancontact Payconiq Company may transfer the User's first SCT payment, or another SCT payment, to a payment account owned by Bancontact Payconiq Company for the purposes of prevention and detection of crime, including fraud and/or money laundering. In such a case, the amount of such payment will be subsequently transferred from a payment account owned by Bancontact Payconiq Company's to the payee. A merchant who accepts Payconiq Payments may use either Bancontact Payconiq Company or another payment service provider to collect payments on its behalf. In that case, the amount of the payment will be transferred to a bank account owned by Bancontact Payconiq Company or to the payment account of the merchant's payment service provider which collects payments on its behalf.

#### 6.3.3 Payconiq Payments limits

Monetary limits on use may apply to Payconiq. The limit imposed by your bank applies. Please consult the conditions of your bank.

#### 6.3.4 Hybrid payment

If a merchant accepts Payconiq Payments and accepts the Voucher Card brand linked to the User's registered Voucher Card in the App, the transaction will be processed through the Voucher Card. Nonetheless, if the Voucher Card balance falls short of the purchase amount, the User can cover the remaining amount through an additional Payconiq Payment. This hybrid transaction, combining a Voucher Card payment and a Payconiq Payment, only requires one User authentication.

#### 6.4 **Third party services**

The User can access In the App services proposed by third parties, as made available from time to time through the App; these services are described in the terms and conditions of the respective service providers.

The User can also register in the App loyalty cards which were issued by third parties.

### 7. **Security measures**

7.1 The Mobile PIN is strictly personal and confidential. The User must take all reasonable measures to prevent unauthorized or fraudulent use and keep his/her Mobile PIN safe and the User must observe the following safety rules:

- (i) the User must not leave his/her mobile device with the App installed on it or his/her Mobile PIN unattended or allow it to be used by third parties;
- (ii) the User must not communicate his/her Mobile PIN to third parties or allow it to be used by third parties;

- (iii) the User must not write down or keep his/her Mobile PIN on any durable medium;
- (iv) the User must enter his/her Mobile Pin discreetly so that no one is able to see or guess the Mobile PIN.

- 7.2 Users who forgot their Mobile PIN will have to reset the App via the App's menu.
- 7.3 Bancontact Payconiq Company has the right to disable the App immediately and at any time, if the User failed to comply with any of the provisions of these terms and conditions.

## **8. Blocking of the App or of a Bancontact Card in the App**

- 8.1 The User must immediately notify Card Stop at +32 78 170 170 and customer support +32 2 234 11 49 or [support@payconiq.be](mailto:support@payconiq.be) if he or she knows or suspects that the App has been hacked together with the credentials, that his/her Mobile PIN has been compromised, that he/she discovers that payments have been made by someone else, that he/she no longer has the sole control over the App or that his/her mobile device with the App installed on it was lost or stolen.

After receipt of such notification, Card Stop will, at the User's choice: (i) block the App, but not the physical Bancontact Card(s) or the Voucher Card present in the App; or (ii) block one or more Bancontact Card(s) and/or the Voucher Card present in the App, which blocks both the physical Bancontact Card and/or Voucher Card and the Bancontact Card and/or Voucher Card in the App. If the User opts for blocking the App, he/she will have to re-enter his/her details to re-activate the App. If the User opts for blocking a Bancontact Card or a Voucher Card, he/she will have to contact his/her Card Issuer to renew his/her Bancontact Card and/or his/her Voucher Card.

- 8.2 Bancontact Payconiq Company may block the access to the App for objective legitimate reasons pertaining to the security of the App or if it suspects any unauthorised or fraudulent use of the App or the Mobile PIN.
- 8.3 Bancontact Payconiq Company may also block the User's access to the App if it was not used for 30 consecutive days. When opening the App after it was blocked as described above, the User must enter his/her PIN to be able to use the App again. If the User elected to activate Biometric ID in the App, the User can provide his/her Biometric ID instead.

## **9. Limitation of liability**

- 9.1 Bancontact Payconiq Company shall not be liable for:
  - (i) the non-execution or improper execution of Mobile Bancontact Transactions or any third-party service;
  - (ii) any loss of data or damage or alteration to the Users' equipment including but not limited to the User's mobile device as a result of the installation, upgrade, update or use of the App;
  - (iii) the temporary unavailability, suspension, interruption or delay of some or all of the Services due to announced maintenance work, defects, force majeure or events beyond their reasonable control;



- (iv) any difficulty or inability to download or access content or any other communication system failure which may result in the App being unavailable;
- (v) any damages which may be incurred by the User as a result of the unavailability of a third parties' website or information hyperlinked in the App, or as a result of any incorrectness, incompleteness or inaccuracy of information provided by third parties, nor can such external information give rise to any obligation whatsoever on the part of Bancontact Payconiq Company;
- (vi) any damages arising out of or in connection with the operation or malfunctioning of the User's mobile device, or the telecommunication services, software or hardware of a third party;
- (vii) any damages arising out of the unauthorised use of the User's mobile device by a third party;
- (viii) any damages of any kind that may arise as a result of the unauthorised use of the User's App or Mobile PIN or Biometric ID.

9.2 As far as Payconiq Payments are concerned, Bancontact Payconiq Company is only responsible for sending a payment instruction to the respective bank (or payment services provider) in accordance with the details provided by the User and the payee (e.g. amount and recipient), but not responsible nor liable for the proper execution of the payment instructions by the respective bank (or payment services provider). For the avoidance of doubt, Bancontact Payconiq Company is not liable in case a payment cannot be initiated or a payment cannot be processed or executed by the Affiliated Bank because the User's account is blocked (for whichever reason), a lack or unavailability of funds or any other valid ground. The User may turn to his/her bank in case they have a claim on a refund or further financial compensation due to non-execution, incorrect, defective, late or unauthorised payments. Please refer to the bank's terms and conditions for more information.

9.3 If Bancontact Payconiq Company initiates payments in accordance with the User's instructions, it is not liable to refund the User if he/she selected a wrong merchant or Payconiq User to receive a payment or inserted a wrong amount.

9.4 In no event shall Bancontact Payconiq Company be liable for any indirect damages, including any loss of profit, loss of business, loss of savings, loss of clientele, loss of contract, loss of goodwill, loss of data, third party claims, or any consequential or indirect costs or losses, and such liability is excluded whether it is in an agreement, tort, foreseeable, known, foreseen or otherwise.

9.5 The provisions of this Article 9 shall not limit Bancontact Payconiq Company's liability for its own intentional act or fraud.

## **10. Proprietary rights and license**

10.1 The App is owned by Bancontact Payconiq Company.

10.2 The User is hereby granted a limited, non-exclusive, revocable, non-transferable, non-sublicensable and royalty-free license to use both the App (which shall include any future updates) and Payconiq, only for the User's own personal use and in accordance with these terms and conditions.

- 10.3 All copyrights, databank rights and software rights in all material contained on, in or available through the App including all information, data, text, music, sound, photographs, graphics and video messages, and all source codes, software compilations and other material is owned by Bancontact Payconiq Company or its licensors or other third parties offering services through the App.
- 10.4 The trademarks, service marks, names, signs and logos contained on or in the App are owned by Bancontact Payconiq Company or its licensors or third parties offering services through the App. The User may not alter, copy, distribute, transfer, display, publish, sell or grant any license to use Payconiq.
- 10.5 No license or rights are granted to the User by implication or otherwise, except for the license and rights expressly granted herein.
- 10.6 All rights granted to the User under these terms and conditions will immediately be terminated in the event that the User deletes his or her account or is in breach of any of these terms and conditions.

## **11. Terms of use**

- 11.1 To download and use the App, the User understands and agrees that he/she must at all times comply with (and that his/her use of the App must at all times be in compliance with) applicable terms and conditions and any applicable laws. The User may not allow any other party to use the App for or in connection with any illegal purpose or activity.
- 11.2 Except to the extent expressly provided in these terms and conditions or by law, the User may not, nor allow any third parties on his/her behalf to:
- (i) copy, reproduce, alter, modify, adapt or translate the whole or any part of the App, nor duplicate, compile, disseminate, reverse engineer, disassemble, decompile, or disable any features, or otherwise derive the source code of the App, or any component of the App, in whole or in part;
  - (ii) merge the App or any component thereof into any other programs or create derivative works based on any component of the App;
  - (iii) make and distribute copies of the App;
  - (iv) use the App in whole or in part or any confidential information relating thereto to create software that is functionally equivalent to the App or any part thereof;
  - (v) use the App in a way that may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm or injury to any person; or
  - (vi) remove, obscure or alter proprietary rights notices (including trademarks and copyrights notices) which may be affixed to or contained within the App.

## **12. Operation of the App**

- 12.1 Bancontact Payconiq Company warrants that, in making the App available to the User, it shall use its reasonable skill and care. However, it cannot guarantee the continuous, uninterrupted or error-free operability of the App or the Services provided through the App. The App may

be delayed, unavailable or inaccurate from time to time due to a variety of factors, including location, speed of the internet connection, technical reasons, telecommunication networks, maintenance or updates. The App is available through the User's mobile device when it is within the operating range of a wireless carrier. The quality of the Services may vary from mobile device to mobile device.

- 12.2 Bancontact Payconiq Company reserves the right at any time and from time to time to temporarily interrupt, restrict, modify or discontinue, the App (or any part thereof) during a reasonable term.
- 12.3 Bancontact Payconiq Company does not warrant that any of the software used or licensed in connection with the App will be compatible with other third-party software or that the operation of the App and the associated software will not damage or disrupt other software or hardware on the User's mobile device.

### **13. System requirements**

- 13.1 In order to use the App, the User must have a compatible mobile device with (auto-focus) camera, internet access and meeting the applicable software and security requirements.
- 13.2 The User may need to upgrade the operating system on his/her mobile device in case the version(s) the App supports are changed. The User shall always use the most recent version of the App and ensure that his/her mobile devices' operating system is up to date.
- 13.3 The User may be charged by his/her network provider for internet access on his/her mobile device when using the App. Bancontact Payconiq Company shall not have any responsibility or liability for any telecommunication or other charges the User may incur as a result of the use of the App.

### **14. Storing of and gaining access to information in the User's mobile device**

- 14.1 By downloading, installing and using the App, the User understands that Bancontact Payconiq Company may store and access information on his/her mobile device about his/her mobile device (such as technical information about the mobile device and information (including personal data) relevant for allowing the User to activate and use the App and to authenticate Mobile Bancontact Transactions).

### **15. Personal Data**

- 15.1 It is a material obligation of the User to: (i) provide only accurate, current and complete information when registering the App; and (ii) to keep that information accurate, current and complete.
- 15.2 The Payconiq by Bancontact App Privacy Statement contains information regarding the processing of the User's personal data when activating and using the App, as well as his/her rights of access, rectification, erasure, restriction, portability and objection to the processing of his/her personal data, in accordance with the Data Protection Laws. The Payconiq by Bancontact App Privacy Statement is available to the User prior to his/her activating and using

the App. Once the User has installed the App, the User can access the then current version in or via the App.

- 15.3 In relation to the processing of the User's personal data for the purposes of executing Mobile Bancontact Transactions, the applicable terms and conditions and privacy policies of the User's Card Issuer will apply. The User can request his/her Card Issuer for a copy of these or he/she can consult these on his/her Card Issuer's website.

In relation to the processing of the User's personal data for the purposes of making use of other third-party services through the App, the privacy statement of the respective third-party service provider will apply.

- 15.4 Prior to activating and using the App, the User must familiarize himself/herself with the applicable terms and conditions and the Payconiq by Bancontact App Privacy statement, the privacy policies of his/her Card Issuer and, if he uses any of the third-party services, with the privacy policies of such third-party service provider. If the User objects to these, the User can at any time uninstall the App (or log out of the third-party service).

## **16. External links**

The App may include hyperlinks to third parties' websites or information, e.g. to the registration page of third parties providing services through the App. Bancontact Payconiq Company has no control over any websites hosted by or information provided by third parties.

## **17. Termination**

- 17.1 This agreement is entered into for an indefinite period of time and Bancontact Payconiq Company can terminate it at any time for convenience with a two months prior notice.

- 17.2 The User may terminate his/her use of the App at any time free of charge and without notice, by deleting his/her account (in the account section from the menu) and un-installing the App from his/her mobile device.

- 17.3 Bancontact Payconiq Company may deactivate or block the App or (partially) restrict its use if: (i) the User is in breach of any of his/her obligations under these terms and conditions, or (ii) Bancontact Payconiq Company has reasonable grounds to suspect a risk of misuse or fraud or a breach by User of applicable law (including but not limited to financial legislation such as anti-money laundering law), or (iii) is obliged to do so by law or is instructed to do so by a competent authority. If possible, Bancontact Payconiq Company will notify the User in advance of the deactivation.

- 17.4 Upon termination of the use of the App, these terms and conditions, including all rights and licenses granted to the User hereunder, shall immediately or, if applicable, after the notice period, be terminated. If the User terminates this agreement, all payments made using Payconiq prior to such termination will be debited from his/her payment account.

- 17.5 After 18 consecutive months of inactivity BPC will automatically delete the account of the User and all associated data. If the User wants to use the App later, he or she will have to create a new account.

## **18. Charges**

The use of the App is provided free of charge. The User's mobile network provider, may charge costs when using the App, which are at the User's expense.

## **19. Amendments of these terms and conditions, addition of new Services**

The features, functionality, content of the App and the services accessible through it may evolve over time and Bancontact Payconiq Company reserves the right to amend these terms and conditions.

The User will be informed of the amended terms and conditions through the App or by e-mail, no later than 2 months before the amended terms and conditions take effect. The amended terms and conditions will be deemed to be notified to the User on the date these have been made available in or via the App.

If the User does not agree with the amended terms and conditions, he/she shall delete the App from his/her mobile device. By continuing to use the App after the two months period has expired, the User accepts the amended terms and conditions.

## **20. Support and complaints**

In case the User has questions or experiences problems with regard to the Services, the User can consult the information provided at <https://www.payconiq.be/en>. The User can also contact Bancontact Payconiq Company at [support@payconiq.be](mailto:support@payconiq.be) or +32 2 234 11 49 for further support or to make a complaint with regard to the App. Communication can be undertaken in English, French or Dutch.

The User may also call file a complaint with [Ombudsfin](#).

If the User has questions or experiences problems with regard to a specific Mobile Bancontact Transaction, the User should contact his/her Card Issuer. The User can also contact his/her Card Issuer for further support and complaints with regard to Mobile Bancontact Transactions. Bancontact Payconiq Company may also refer a complaint to the bank.

If the User has questions or experiences problems with third-party service provided through the app, the User should contact the respective third-party service provider for support.

## **21. Entire agreement**

These terms and conditions, together with the documents referred to herein, constitute the entire legally binding agreement between the User and Bancontact Payconiq Company concerning the use of the App.

## **22. Severability**

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, this shall not affect the terms and conditions as a whole. The invalid, illegal or unenforceable provision shall be replaced with another provision which meets the same objectives.

### **23. Assignment**

The User does not have the right to assign or transfer his/her rights and obligations under these terms and conditions to any third party. Bancontact Payconiq Company reserves the right to assign any of its rights and obligations under this agreement to a third party.

### **24. No waiver**

Failure by Bancontact Payconiq Company to exercise or enforce any of its rights under these terms and conditions shall not constitute a waiver of such right unless acknowledged and agreed to by Bancontact Payconiq Company in writing.

### **25. Applicable law and jurisdiction**

These terms and conditions shall be governed by and construed in accordance with Belgian law.

Any dispute arising out of or in connection with these terms and conditions or the App shall be submitted to the exclusive jurisdiction of the Belgian courts.