

SPECIAL TERMS AND CONDITIONS OF THE BANKING APP



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INTRODUCTION

In addition to the application of the General Terms and Conditions, these special terms and conditions govern the specific rights, obligations and responsibilities related to the use of the Banking app (the Special Terms and conditions of the Banking app).

In case of contradiction with the General Terms and Conditions, the Special Terms and Conditions of the Banking app prevail over the General Terms and Conditions.

All terms and conditions are always available free of charge in French, Dutch and English at www.medirect.be.

I. BANKING APP SERVICES

The Client can use the Banking app to perform the following Services:

- for authentication purposes (“Soft token”) to access the Dedicated website;
- to view and manage all his Accounts;
- perform bank transfers to third-parties and transfer money between his Accounts;
- read and send Notifications ; and
- perform any other additional Services that the Bank may provide as a result of an update of the Banking app.

Any use of the Banking app for other purposes is prohibited.

Any reproduction, copying, modification, adaptation, falsification and/or reverse engineering of all or part of the Banking app is prohibited.

II. SECURITY

The Client’s use of the Banking app is subject to all the security requirements set out in the Special Terms and Conditions of the Banking app, including its obligation to protect its mobile device and transmissions from unauthorised access.

The Client shall take all necessary measures to ensure the security and the integrity of the Banking app.

Consequently the Client undertakes to:

- refrain from leaving the Banking app unattended;
- never entrust the Banking app and its means of access and signature to third-parties and shall never authorise anyone to use them;
- never disclose his means of authentication and shall never write them down on paper or on any other durable medium;
- enters discreetly his means of authentication in such a way that no one can distinguish them; and
- when choosing a new password or PIN code, to avoid obvious combinations that can easily be hacked.

The Client is required to take at least the following steps to avoid fraudulent access to the Banking app and associated Services:

- change the password immediately and call the Bank’s customer service (see below) immediately if there is any suspicion that a third-party may have knowledge of his password;
- not to download or install programme or applications from a unknown source;
- not to use public Wi-Fi; and
- to take all reasonable and appropriate precautions to protect his device from viruses or other destructive tools.

The Client shall contact the Bank’s customer service department on +32 2 887 20 05, which is accessible during office hours (Monday to Friday from 9 a.m. to 8 p.m. and Saturday from 9 a.m. to 2 p.m.), Outside office hours (Monday to Friday from 8 p.m.

to 9 a.m., Saturday from 2 p.m. to midnight and Sundays and public holidays 24 hours a day), the Client shall contact the Bank's on-call service on +32 (0)2 887 20 04.

The Client must inform the Bank immediately if he suspects any misuse of his device. The Client will be liable for any actual loss of funds or interception of information through unauthorised access to his device if he has contributed to such unauthorised access by fraud, negligence or by voluntarily disclosing his access code to anyone, including a family member or friend.

The Client must not use the Banking app on a device or operating system that has been modified outside of the configurations supported or warranted by the mobile device or the operating system provider. This includes devices that have been "jail-broken" or "rooted".

The Bank undertakes to provide the Client with all necessary means to notify at any time the abusive use of the Banking app and to prove that he made such notification; to prevent, as far as it is technically possible, any new use of the Banking app as soon as the Client has notified the lost, theft or abusive use; to inform periodically the Client on preventive measures to take against any unlawful use of the Banking app; and to inform the Client of any suspected or confirmed fraud and security threats.

All communications that are specifically sent to the Client in case of suspected or confirmed fraud related to the Banking app are made by phone or email.

The Bank and its Service providers will use the information provided by the Client for the purpose of providing the Services and preparing an analysis and compilations of "aggregated" Client data. This data does not identify the Client personally, but merely provides general data (e.g. the number of Clients who have registered in a month). If the Client uses the Banking app Services, the Bank may collect and process the Client's personal data based on the actual location of the Client, such as GPS signals sent by a mobile device. The Bank collects and processes all the Client's personal data in accordance with its privacy policy, which is available at: <https://www.medirect.be/wp-content/uploads/privacy-and-security-policy-EN.pdf>.

By accepting the General Terms and Conditions, the Client confirms that he accepts the terms of our privacy policy.

III. LIABILITY

The Bank shall not be liable for any failure to provide the Banking app services, in whole or in part, due to unforeseen circumstances or circumstances beyond its control.

The Bank is not responsible for any monetary loss caused when:

- the Client cannot access the Banking app for any reason or is slow to respond;
- the device, hardware or software used by the Client to access the Banking app is damaged, corrupted, lost, stolen or does not work;
- the Banking app does not work as the Client expects, does not meet the Client's requirements, is not fit for the purpose he intended or contains errors or defects;
- the Client does not receive a text message or a message through the Banking app in due time;
- the Bank is prevented from providing a Service in whole or in part due to an action by a third-party; or
- the Client fails to update the Banking app.

Apple Inc, Google Inc and Microsoft Corporation have no responsibility or liability towards the Client regarding the Banking app and do not provide any maintenance or support services for the Banking app.

The Banking app is provided "as is", without any representation, warranty or guarantee of any kind as to its functionality. The Bank cannot guarantee that no viruses or other contaminating or destructive tools will be transmitted or that no damage will be caused to the Client's device, hardware or software.

The Client is required to notify the Bank immediately of the loss, theft, misuse or risk of misuse of passwords, PINs, cards or devices, as the case may be.

IV. SUSPENSION OF THE BANKING APP

The Bank may cancel or suspend the Client's access to and use of the Banking app without notice (unless prohibited by law) when:

- the Bank has reason to suspect that the Client is engaged in fraudulent or inappropriate behaviour;
- all the Client's Accounts have been closed;
- the Bank's system or equipment is not functioning properly or is not available for use;
- the Bank believes that the security of the Client's access or the Bank's system and equipment may have been compromised; or
- the Bank is required to do so by law.

In such cases, the Bank will give the Client reasonable notice. In some cases, the Bank may not be able to give the Client notice due to legal obligation. If the Client has repeatedly entered incorrect connection data on the ESignature application, the Bank may suspend his access to the Banking app and the Dedicated website.

V. CHARGES

Downloading, registration and use of the Banking app is free of charge.

Charges may be applied by the Client's mobile network provider. The Bank shall not be liable for any such charges.

VI. AMENDMENTS TO THE SPECIAL TERMS AND CONDITIONS OF THE BANKING APP

The Bank may amend or complete at its own discretion the Special Terms and Conditions of the Banking app by following article I.15 of the General Terms and Conditions.

VII. HELPDESK

MeDirect's customer service (by e-mail to complaints@medirect.be, by telephone on +32 (0) 2 887 20 05 or via another secure means of communication).