

Digicash Conditions of Use

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1. Digicash description and general information

1.1. BGL BNP Paribas (hereinafter "Bank") provides its customers (hereinafter "Customer(s)") with a service called Digicash, which enables them to make secure payments using their mobile telephone or other eligible electronic device on which the BNP Paribas Digicash BGL application is installed (hereinafter "Smartphone"). The services are provided only from an Optiflex current account denominated in euros and eligible in Web Banking.

1.2. The services and information available and accessible, the software provided and the technical specifications of the Digicash service are the system (hereinafter "System") and are defined in the System itself.

1.3. Customers authorise:

- the Bank to send Digicash Payments S.A. the confidential data required to process and carry out the Customer instructions (last name, first name, date and place of birth, list of accounts in IBAN format selected for the Digicash service);
- the Bank to entrust Digicash Payments S.A. with managing their personal data in order to ensure proper operation and enable use of the Digicash service as well as execution of all orders initiated and given via Digicash, subject to the account to be debited having sufficient funds and not being blocked.

1.4. Customers can call the Bank's help desk at telephone number 42 42-2000 (during the Bank's normal service hours) for all information required for their subscription, connection to and use of Digicash, as well as for all questions related to the Digicash application. For more detailed information, Customers can also consult the information provided on the www.digicash.lu and www.bgl.lu websites.

1.5. The Digicash service can be closed 24/7 via the following options: either in the Digicash application, in Web Banking, via Net-Agence at telephone number 42 42-2000 during the Bank's normal service hours, or on the www.digicash.lu website.

1.6. The accounts operating under the control of these Digicash conditions of use continue to be governed by the Bank's general terms and conditions in their current version in effect, to the extent that they are not contradicted by these conditions.

1.7. Subscription to the Digicash service, supply of the BNP Paribas Digicash BGL application and transaction processing are subject to the Bank's pricing. All fees, such as Smartphone subscriptions, Internet connections and any other fees payable to service providers, as well as telecommunication costs, etc. are at the Customer's expense.

Customers are solely liable for the cost of acquisition, installation and operation of the information and telecommunication system as well as for any fees related to authentication methods and

connection to a remote transmission service.

The Bank reserves the right to revise its Digicash pricing at any time. Customers will be informed of changes by the appropriate means. If required, Customers authorise the Bank to debit Digicash fees from the account(s) they selected in Web Banking at the time they signed up for the service or from another of the Customer's accounts at the Bank's discretion.

1.8. Customers understand that using Digicash implies that they accept all of the conditions and rules of operation defined in the System as well as all updates and modifications communicated at a later time by any suitable means, notably by Web Banking or by display in the information section of the www.bgl.lu website which Customers are invited to view on a regular basis.

These modifications will be considered approved by Customers if the Bank has not received a written objection from Customers before the entry into force of the modification. If Customers do not agree with the modifications, they have the right to terminate their subscription with immediate effect in writing and at no charge, before the effective date of the modification without the ability to claim any compensation for this reason.

1.9. The Bank and its Customers agree that, due to the constraints of accounting and computer processes, Customers should assess their bank statements and the information regarding their personal financial situation, such as account balances, taking into consideration any transactions in progress which may not have been posted.

1.10. In order to be used for Digicash, Customer Smartphones must, in addition to complying with the data hygiene requirements described in these conditions of use, meet the minimum requirements listed on the www.bgl.lu website (information about Digicash).

2. Definition of the Digicash service

The purpose of the BGL BNP Paribas Digicash service is to make a mobile payment instrument available to the Bank's Customers. This instrument makes it possible to have access to two types of features:

1) PAY

With this feature, the Customer can make payments by scanning a QR Code or using a Beacon (NFC or Bluetooth).

Payments are possible at a point of sale, on the Internet or on a mobile telephone, or for bills containing the Digicash QR Code.

Payments are made by mobile telephone, tablet, or by any other eligible electronic tool equipped with the BGL BNP Paribas Digicash application.

2) TRANSFER

This feature will be referred to as Digicash TRANSFER below.

This feature allows the customer to:

- Transfer money to or request money from another person by means of the mobile telephone number or another identifier (below "unique identifier") of this person
- Receive payments from another person registered for the Digicash TRANSFER service with one of the banks offering this service through the customer's unique identifier.

3. Use Limits

The weekly limits for payments made with Digicash are defined at sign-up time or at the time of a later change via Web Banking. The Bank reserves the right to reduce limits:

- At the Customer's request
- In the event of suspected fraudulent use (see Article 7).

The Bank will inform Customers of the reduction of the limits of use by any means that it deems appropriate.

The receipt of payments via Digicash TRANSFER credited to accounts whose use is not reserved for strictly private purposes is limited to twenty (20) payments or one thousand euros (1000 EUR) per calendar month. Once these limits are reached, the Bank reserves the right to block or restrict the Digicash service at any time. In order to continue to enjoy the ability to receive payments, Customers may sign a Digicash network membership agreement with Digicash Payments S.A. or any other company offering such a contract.

4. Access and use

4.1. If these Digicash conditions of use cover an individual account with a designated proxy holder or a joint account, each proxy holder with unlimited access and active status under the terms of the remote banking agreement (CBAD) must personally sign up for the Digicash service to be able to use Digicash. They must each also have their own identification and security codes for access as described in Article 6.

4.2. From the Bank's perspective, the account owner will always remain entirely liable for any payments the proxy holder has made using Digicash, in application of the general mandate rule.

4.3 The Digicash service cannot be used by a proxy holder when the mandate has a different access limit or if their status is inactive as defined in the remote banking agreement (CBAD).

4.4. Any limitation of the power of signature implemented by the account holder after sign up for the Digicash service (by a proxy holder), respectively, the revocation, at a later date, by the account holder of a proxy holder who signed up for the Digicash service with the Bank will result in the proxy holder who signed up for the Digicash service being denied access to the account.

4.5. Each co-holder of an eligible account may subscribe to the Service alone and will have his or her own identifiers. The co-holder will inform his or her co-holders of the subscription and will hold the Bank harmless and indemnify it for any damage that may result from any failure to inform the co-holder(s).

4.6. The Bank remains free to refuse the subscription to the Service or to restrict the limit of use without needing to justify its decision.

5. Liability: Internet access and appropriate Digicash use

5.1 Customers assume full responsibility for their use of Digicash as well as for the identification and security codes described in Article 7 which are strictly personal and non-transferable. Customers agree not to transfer or communicate them to third parties and, in the event of loss or theft, or if they detect fraudulent use, to immediately close the Digicash account. The Digicash service may be closed 24/7 through the related functions: either in the Digicash application, in Web Banking, via NetAgence at the telephone number 42 42-2000 during the Bank's normal service hours, or on the www.digicash.lu website.

5.2. Customers agree not to store their PIN on their Smartphone and not to write it down anywhere. Customers also agree not to use automatic password and personal code memorisation on their Smartphone.

They agree to ensure that no third parties will be able to steal their PIN when they enter it.

It is highly recommended that the same code not be used for other accesses or applications.

All transactions initiated with the PIN are deemed to have been entered by the Customer.

5.3. The provision of Digicash-related services is based on the use of communication networks and Internet access via a service provider.

5.4. Customers confirm that they are aware of the nature of the Internet and, in particular, of its security risks.

5.5. In order to access the telecommunications network/Internet, Customers must contact the service provider of their choice directly to find out about and agree to services, operating methods, conditions of use and connection, and financial conditions.

5.6. It is up to the Customer to take all steps required to ensure that the technical specifications of their Smartphone and of their communication network subscription enable them to use Digicash.

5.7. Customers must ensure that the Smartphone they use is not infected with any hostile programmes (virus, Trojan horse, etc.).

5.8. (1) In the event of loss, theft or disclosure of identification and/or security codes, Customers must immediately close or block their Digicash service using the functions provided: in the Digicash application, in Web Banking, via Net-Agence at telephone number 42 42-2000 during the Bank's normal service hours, or via the www.digicash.lu site. They must confirm their statement as soon as possible in writing via a Web Banking message using the (secure) email function.

(2) Customers are no longer liable for the use of their Digicash service once Digicash Payments S.A. has recorded their statement. Customers continue to be liable for any fraudulent use of Digicash up to €150 until their statement has been recorded,

(3) However, in the event of fraud or of serious negligence on the part of the Customer, notably when site security instructions (listed in these conditions of use and on the www.bgl.lu website) have not been followed, the Customer will continue to be liable for the use of their Digicash in excess of the €150 exemption stipulated even after the statements made in compliance with the previous paragraph have been recorded.

5.9. Customers are solely responsible for any direct or indirect damages resulting from illegal, incorrect, abusive or fraudulent access/use of Digicash and for any such attempts, notably as a result of non-compliance with the security instructions defined in these user conditions and in the System and of the actions of third parties.

5.10. Customers are solely responsible for complying with local legal and regulatory requirements, notably when using Digicash in other countries. Digicash is a service which can potentially be accessed by users around the world and each Customer agrees to verify the compatibility of the service offered with the requirements of their country of residence, the place of Digicash use and the destination country of payments made via Digicash. The Bank cannot be held liable for any negligence or violations of requirements applicable to the Customer or their transactions.

6. Limitations/liability exclusions

6.1. The Bank does not assume any liability for any System malfunctions due to failures related to the Internet network, the service provider, communication networks, Digicash Payments S.A., or generally speaking, any reasons originating outside of the Bank.

6.2. In the event of a shutdown due to the Bank's computer system maintenance or upgrading, a technical failure, overloading of the Internet network or other communication networks, cut telephone lines, errors, negligence, or errors on the part of the service provider, a third party or the Customer, notably in installing and using the services, or in the event of any other events outside of the Bank's control, such as strikes, the Bank cannot be held liable for any direct or indirect damage caused to the Customer's equipment or to the data stored on it or resulting from the interruption, shutdown or malfunctioning of Digicash.

6.3. This is also the case for any damage resulting from viruses or fraudulent activities such as phishing/identity theft or other activities affecting the software provided which neither the Customer's protection systems nor reasonable measures taken by the Bank or its subcontractors would be able to detect.

6.4. The Bank cannot be held liable in the event of difficulties resulting from the defective operation or incorrect configuration or general use of a Smartphone or in the event that the Smartphone used by a Customer is not at the correct performance level.

6.5. The Bank cannot be held liable for the incorrect or fraudulent use of personal security codes by the Customer or by third parties or for fraudulent activities such as phishing or other by third parties or for risks related to network security.

6.6. The Bank will not become involved in any disputes arising between Customers and communication service providers or between Customers and service providers involving the confidential nature of messages sent, the invoicing of the cost of transmission, or the maintenance of telephone lines.

6.7. The Bank will not become involved in any disputes which may arise between Customers and the payment beneficiary.

6.8. The Bank cannot be held liable for any damages which Digicash and/or the use of Digicash and associated services may cause either to the Customer's Smartphone or to the data stored on it.

6.9. The Bank has no contractual or commercial relationship with service providers with points-of-sale which accept payment via Digicash.

7. Access, security and identification

7.1. Digicash is accessible based on the availability of the Bank and Digicash Payments S.A. computer infrastructure which can be shut down randomly or periodically for maintenance or upgrades. In the event that Digicash is unavailable, Customers cannot hold the Bank liable and demand direct or indirect damages claiming a lost purchase opportunity.

7.2. Customer identification and authentication is done via the two following items:

- An identifier, consisting of a set of information and computer data enabling identification of the telephone and/or the application, and, therefore, of the Customer recorded in Digicash during the sign-up process (hereinafter called the "Identifier"). Some portions of the Identifier will be transmitted automatically each time the customer connects to the Digicash system.

- A PIN (Personal Identification Number) freely chosen by the Customer when they sign up and which can be changed by the Customer at any time. The PIN must be entered for each payment.

7.3. Customers must use their personal Web Banking to initialise Digicash, subject to the rights defined in the remote banking agreement (CBAD). They can sign up electronically for Digicash via Web Banking. Following the sign-up process, Customers must use Digicash to scan the two-dimensional barcode displayed by Web Banking on the computer screen. The code initialises Digicash. Customers should never show or share their two-dimensional barcode to or with any third parties.

7.4. Once their Digicash service has been initialised using the two-dimensional barcode, Customers must enter their PIN which will be used later to initialize/confirm payments.

7.5. Customers can change their PIN themselves at any time.

7.6. The Bank highly recommends that Customers change their pin on a regular basis.

7.7. The Digicash service will be locked after three incorrect attempts to enter the PIN. If this happens, Customers will have to sign up for a new Digicash contract via Web Banking. Customers must also sign up for a new Digicash contract from Web Banking if their Digicash service is blocked/closed: in the Digicash application, in Web Banking, via NetAgence at telephone number 42 42-2000, or via the www.digicash.lu website.

7.8. The Bank reserves the right to partially or fully suspend Digicash service for justifiable reasons including the following:

- When a Customer's accounts are closed or blocked or if the Customer does not comply with their legal, regulatory or contractual obligations for the services provided;
- If the Bank believes that it is useful or necessary for System security or to protect the interests of Customers or the Bank;
- During the termination notice period;
- If the Customer informs the Bank of a (risk of) abuse or illicit use of the services offered by Digicash;
- If fraud or abuse by a Customer is discovered or if there is a strong reason to believe that there is fraud or abuse;
 - At the request of a legal authority;
- If the Digicash account has not been used for 12 months;
- If required by maintenance, improvements or repair work.

7.9. As part of the Digicash TRANSFER feature, the mobile telephone number or any other digital identifier provided by the customer and accepted by the Bank constitutes the unique identifier of the beneficiary of a payment and/or the recipient of a payment request.

8. Transaction processing

8.1. The Bank will only process orders transmitted via Digicash in strict compliance with System instructions.

8.2. All payment transactions on an account must be validated by a confirmation procedure which the System will inform the Customer of based on the transaction initiated. The order is deemed to have been received when the order is validated via the PIN.

8.3. All debits are finalised immediately. Funds transfers are carried out in accordance with SEPA Credit Transfer rules.

8.4. Order validated by the customer and received by the Bank become irrevocable.

8.5. In the case of a payment order or request via the Digicash TRANSFER feature, the name of the beneficiary of the payment is displayed on the screen of the payment issuer's smartphone before the final validation of the payment in order to allow the Customer to verify that he or she did not make an error in entering the phone number or that the beneficiary's telephone number has not changed. The name of the beneficiary of the payment or the issuer of the payment received will also be indicated on the Customer's account statement.

8.6. In the case of a payment order or request via the Digicash TRANSFER feature to a third party identified by a unique identifier not registered in the Digicash Payments S.A. central database, the BGL Digicash application's interface contains the explicit indication that the third party is not yet registered with the unique identifier entered by the Customer for the Digicash TRANSFER service with one of the banks offering this service. If the Customer validates the payment or request, he or she authorises the sending of a notification message (SMS or other type of message) via the mobile telephone networks or other networks or channels related to the type of unique identifier to this unique identifier indicated by the Customer as being that of the beneficiary of the payment or the recipient of the request. The Customer will have requested the third party's consent beforehand to have the third party's unique identifier processed for these purposes. In particular, the notification message will indicate the Customer's full name and the payment amount. The Bank gives no warranty as to the delivery or the integrity of this notification. The payment order is put on hold and will be sent to the Bank and executed only at the time of activation of the Digicash TRANSFER service by the beneficiary by means of the unique identifier entered by the Customer or at a later date defined by the Customer.

8.7. Digicash TRANSFER payment orders to beneficiaries not registered for the Digicash TRANSFER service are cancelled after a period of 15 calendar days if the beneficiary has not registered for Digicash TRANSFER by means of the unique identifier entered by the Customer within this period. The Bank may not be held liable in

this regard.

8.8. Transactions which are not validated with the PIN are not processed.

8.9. It is understood that if there is no specific account agreement with the Customer, transactions initiated via Digicash will only be processed if the account being debited has sufficient funds and isn't blocked in any way.

8.10. Depending on the type of agreement or connection the Customer uses to connect to the service, the Bank reserves the right to limit and/or forbid access to Digicash.

9. Irreversibility of transactions

A payment is considered to be final when the transaction has been validated by the Customer via their PIN code and confirmed by the Bank. The beneficiary receives an electronic confirmation that the payment has been made. The Customer cannot cancel the transaction unilaterally.

10. Proof of transaction

10.1 Only prior entry of the PIN code enables the Bank's computer system to validate the Customer's identification. If the PIN isn't entered, the transaction is cancelled. As a result, in the Bank/Customer relationship, all payments made via Digicash with the combined Customer identification items (Digicash identifier and PIN code) will be deemed to have been initiated by the Customer. The agreement between the Bank and Customers regarding proof of transaction is understood to be subject to potential subsequent modifications to the Customer's identification, in accordance with current legislation on electronic signatures and certification.

10.2. Customers agree that electronic recordings made by the Bank for Digicash Payments S.A., regardless of media (paper, microfiche or other) provide formal and sufficient proof that the transactions were initiated by the Customer. It will therefore be up to the Customer to prove otherwise.

10.3. Customers authorise the Bank to report the proof of their consent for transactions given the fact that validation is done by the Customers themselves. As a result, Customers waive their right of appeal to the provisions of Article 1341 of the Civil Code and acknowledge as proof the electronic recordings held by the Bank for Digicash Payments S.A. which include all of the transactions carried out via banking telematics.

10.4. Transactions made using Digicash and involving an account movement are shown on the account statements.

11. Protection of intellectual property rights

11.1. The Digicash service includes a package of specialised software downloaded by Customers to their Smartphone. Given that the software is protected, it is strictly forbidden for Customers to breach the intellectual property rights inherent to them in any way whatsoever.

11.2. The Customer's right of use is governed by the provisions on copyright for computer programmes included in the Law of 18 April 2001 on copyright, related rights and databases, as modified. Customers are strictly forbidden from copying, altering, moving, replacing or otherwise infringing on the software provided to them. In the event that their service is terminated or their Smartphone is transferred to a third party, Customers agree to remove the software stored on their Smartphone.

11.3. Without prejudice to the right of recourse of the owner of the intellectual property in question, the Bank can demand damages from Customers for every copy or installation of the software made in violation of the provisions in these Digicash conditions of use.

12. Loyalty programmes and additional marketing and commercial benefits

12.1. In order to enable the general or occasional use of Digicash by Customers, given their prior and express agreement, for the purposes of collecting points or other benefits within the framework of loyalty programmes and to take advantage of marketing and other benefits offered and operated by Digicash Payment, S.A., their representative or by the points-of-sale which accept Digicash as a payment method, Customers authorise the Bank to provide Digicash Payments S.A., its representatives, or the points-of-sale accepting Digicash as a payment method, given express and prior authorisation from the Customer via computer using the Digicash function, all data required to enable membership in the programme and to take advantage of or use the loyalty programme or marketing benefits in question. Agreement can be withdrawn at any time with immediate effect. No data will be transmitted unless the Customer has given their prior explicit approval.

12.2. The Bank cannot be held liable for membership in or use of additional loyalty programmes and marketing benefits offered, operated by and managed by Digicash Payments S.A., its representative, or by the points-of-sale which accept the Digicash payment method.

Service interruptions or poor functionality of the loyalty programmes or marketing benefits offered are not enforceable and the Bank cannot be held liable for them. In any event, and within this framework, the Bank will not become involved in any disputes which might arise between a Customer and Digicash Payments S.A., their representative or the points-of-sale which accept Digicash as a payment method.

12.3. The communication of the e-mail address or another personal identifier by the Customer to the Bank indicates the Customer's explicit consent to the communication by the Bank of information, documents, and other messages in the context of their business relationship through the channel associated with the provided identifier.

13. Duration and termination

The Digicash service is subscribed to for an indefinite period. Customers can terminate the service by giving one month's notice. The termination may be done in the Digicash application, on Web Banking, via NetAgence at telephone number 42 42-2000, from Monday to Friday, during the opening hours of the Bank. Customers must confirm their statement in writing via a Web Banking message using the (secure) email function as quickly as possible.

The Bank must provide a notice period of two months before terminating the service, unless the Digicash service must be cancelled immediately by virtue of legal provisions or in the event of nullity. Customers will be notified by the appropriate means and, notably, by a message in the secure Web Banking email system and/or by a message in their Digicash application. The termination must be done in writing. Payment orders in progress will be executed according to Customer instructions.

14. Changes in the conditions of use

The Bank will notify Customers of any changes to these Digicash conditions of use two months prior to the date they will enter into effect by a message in their secure Web Banking email system and/or by a message in their Digicash application or by any other suitable means. Modifications are deemed approved by Customers if they do not indicate their opposition in writing prior to the effective date of the proposed change.

15. Applicable law, competent court and place of performance

The Digicash service and conditions of use are governed by the laws of Luxembourg and the Courts of the Grand Duchy of Luxembourg have sole jurisdiction for any disputes related to their implementation, interpretation or execution. However, the Bank reserves the right to bring the dispute before any other court which, if the above jurisdiction isn't selected, would normally have jurisdiction over the Customer.