

"Payconiq by Bancontact" Mobile App – Terms & Conditions

VERSION 4.0 | APPLICABLE AS OF: 11.12.2019.

1. Acceptance of these terms and conditions

- 1.1 These terms and conditions govern **(i)** the registration, use and access to **the App** and **(ii)** the **authentication of Bancontact Mobile Transactions** through 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 these terms and conditions 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 Bancontact Card(s) registered in the App and Mobile Bancontact Transactions executed with such Bancontact Cards are not governed by these 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 Payconiq Payments are not governed by these terms and conditions either, but by the Payconiq International T&C's, which the User will be required to read and accept in the App separately.

The App also proposes other third party services, 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 as well if he wants to make use any of the proposed integrated services.

2. Definitions

The following terms shall have the following meaning:

- "**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 can also register with Payconiq International. 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 O675 984 882 (LPR Brussels).

- "**Bancontact Card**" means a Bancontact branded card linked to a payment account.
- "**Card Issuer**" means the financial institution, which issued one or more of the Bancontact Cards 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.
- "**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 (payee is an individual person) or a P2M Mobile Bancontact Transaction (payee is a merchant accepting Bancontact Cards); transactions made by Users who did not complete the Payconiq International registration 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 make Payconiq Payments.
- "**NFC**" means the "near field communication" technology used to carry out contactless P2M Mobile Bancontact Transactions via the App
- "**Payconiq International**" means Payconiq International SA, with registered office at 1839 Luxembourg, 9-11 Rue Joseph Junck (Grand Duchy of Luxembourg) and registered with the Luxembourg Trade and Companies Register under number B169621.
- "**Payconiq International T&C's**" means the applicable terms and conditions of Payconiq International.
- "**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 (payee is another Payconiq user) or a P2M payment (payee is a merchant who accepts Payconiq); in order to make a Payconiq Payment, the User must have registered with Payconiq International.
- "**Services**" means the current and future services offered through the App to a User, enabling the User to request authentication of Mobile Bancontact Transactions (which is an IT service performed by Bancontact Payconiq Company), and to make Payconiq Payments (make or receive payments or both, which is a payment service performed by Payconiq International), and other 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.

3. Presentation of the providers of the Services

Bancontact Payconiq Company provides the App and an IT solution for authenticating Mobile Bancontact Transactions. Bancontact Payconiq Company is not a payment services provider, as defined in the relevant EU and national legislation and does not offer any payment services.

Payconiq International is a payment institution supervised by the CSSF (*"Commission de Surveillance du Secteur Financier"*), the supervisory authority for financial institutions of the Grand Duchy of Luxembourg. Payconiq Payments are initiated and processed by Payconiq International.

The Card Issuers are financial institutions, duly licensed to carry out payment services. The 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.

Other third party service providers are providers of various integrated services as available from time to time through the App and which can be found under "Services" on the homepage of the App.

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 Belgian Google Play store and Apple Appstore.

6. Services and functionalities of the App

6.1 Authentication of Mobile Bancontact Transactions

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.

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.

Upon activation of the App, the User will be requested to choose a four digit Mobile PIN to authenticate the Mobile Bancontact Transactions executed with the Bancontact Cards registered in the App, with the exception of P2M Mobile Bancontact Transactions via NFC for an amount lower than or equal to 25 EUR.

The App will automatically select as “default” card the first Bancontact Card that will be registered in the App. This card will be pre-selected for new Mobile Bancontact Transactions. P2M Mobile Bancontact Transactions via NFC for an amount lower than or equal to 25 EUR will automatically be authenticated via this default Bancontact Card. Users can at any time choose another default Bancontact Card by changing their App’s settings.

A Mobile Bancontact Transaction will be regarded as authorised after the payer has agreed to its execution by confirming it with his/her Mobile PIN. For P2M Mobile Bancontact Transactions via NFC for an amount lower than or equal to 25 EUR, a confirmation by Mobile PIN is not required. In the latter case, the payer can simply "tap" his/her mobile device on a physical POS terminal accepting Bancontact contactless cards.

6.2 Authorisation of Mobile Bancontact Transactions

Each Mobile Bancontact Transaction to be debited from a payer's account must be authorised separately with the Mobile PIN by the payer. 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. The Mobile PIN is the payer's electronic signature. The electronic signature by means of the Mobile PIN replaces the payer's written signature for Mobile Bancontact Transactions authenticated through the App.

For P2M Mobile Bancontact Transactions via NFC for an amount lower than or equal to 25 EUR, a confirmation with the Mobile PIN is not required.

The User acknowledges that the Mobile Bancontact Transactions authenticated through the App and authorised with the Mobile PIN, or authenticated through NFC (without Mobile PIN) for P2M Mobile Bancontact Transactions lower than or equal to 25 EUR, are legally binding transactions.

6.3 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.

6.4 Consultation of last transactions

The User can consult past Mobile Bancontact Transactions and Payconiq Payments as payer and as payee as well as the amounts paid and received following such transactions. An NFC-icon indicates which P2M Mobile Bancontact Transactions were carried out via NFC.

If the User carries out P2M Mobile Bancontact Transactions via NFC in the offline modus, such Mobile Bancontact Transactions can be consulted once the mobile device is in the online modus.

6.5 Responsibility for use of the App, Mobile Bancontact Transactions and Payconiq Payments

The User is solely responsible for ensuring his/her use of the App complies with the Card Issuer T&Cs and Payconiq International T&Cs insofar Mobile Bancontact Transactions respectively Payconiq Payments 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.

6.6 Other third party services

The User can access other services proposed by third parties, as made available from time to time through the App (see “Services” page on the homepage).

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. Otherwise, for example, unauthorised P2M Mobile Bancontact Transactions may be carried out via the NFC functionality for an amount lower than or equal to 25 EUR; and
- (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 70 344 344 and customer support +32 2 234 11 49 or support@payconiq.be) of the counterfeiting or any other risk of misuse of his/her Mobile PIN and/or the theft or loss of his/her mobile device with the App installed on it.

After receipt of such notification, Card Stop will, at the User’s choice: (i) block the App, but not the physical Bancontact Card(s) included in the App; or (ii) block one or more Bancontact Card(s) in the App, which blocks both the physical Bancontact Card and the Bancontact 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, he/she will have to contact his/her Card Issuer to renew his/her Bancontact 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.

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 Payconiq Payments 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 direct or indirect 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 direct or indirect damages arising out of the interception of the NFC-link or 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.
- 9.2 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.
- 9.3 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, non-transferable and royalty-free license to use the App (which shall include any future updates made available to the User from time to time, it being understood that such updates may be subject to other terms and conditions in respect of which the User will be notified at the time such update is made available and which the User will need to agree to for using the update) for the User's own personal use 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, including but not limited to Payconiq International or 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 including but not limited to Payconiq International or third parties offering services through the App.
- 10.5 All rights granted to the User under these terms and conditions will immediately be terminated in the event that the User 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, all applicable laws, rules and regulations. 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, NFC support, 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 or in the offline modus for P2M Mobile Bancontact Transactions via NFC. The NFC functionality of the App is only supported if the User's operating system allows it. 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 In order to perform P2M Mobile Bancontact Transactions via NFC, the User must have a mobile device with NFC support.
- 13.3 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.

- 13.4 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.
- 13.5 The User may, at any time, switch off the NFC support in the settings of his/her mobile device. Switching off the NFC support will however lead to the non-functioning of the NFC functionality for P2M Mobile Bancontact Transactions of the App and might also lead to the non-functioning of other applications installed on his/her mobile device.

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 contain 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 and the Payconiq International Privacy Statement are available to the User prior to his/her downloading, 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 executing Payconiq Payments, the Payconiq International Privacy Statement will apply. The User can request Payconiq International for a copy of these or he/she can consult these in the App.

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 downloading the App, the User must familiarize himself/herself with the applicable terms and conditions and the Payconiq by Bancontact Privacy statement, the Payconiq International Privacy Statement and 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 does not agree to these, or if the User no longer agrees to these, the User must uninstall the App (or log out of the third party service). The User may also exercise his rights of access, rectification, erasure, restriction, portability and objection to the processing of his/her personal data, in accordance with the Data Protection Laws and as further specified in the Payconiq by Bancontact App Privacy Statement and the Payconiq International Privacy Statement, as well as in the privacy policies of the User's Card Issuer and of the third party service providers. For reasons of compliance with applicable Data Protection Laws, the User may not use the App unless the User agrees to the applicable Payconiq by Bancontact App Privacy Statement, the Payconiq International Privacy Statement and any applicable privacy policies of his/her Card Issuer; the User may not use any third party services through the App unless the User agrees to the applicable privacy statement of such third party service provider.

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 each Party can terminate it at any time for convenience. The User may terminate his/her use of the App at any time free of charge and without notice, by un-installing the App from his/her mobile device.
- 17.2 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. If possible, Bancontact Payconiq Company will notify the User in advance of the deactivation.
- 17.3 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.

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 and addition of new Services

The features, functionality, content of the App and the services accessible through it may evolve over time. Therefore, 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 two 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 agrees to the amended terms and conditions.

The User can terminate the agreement at any time by deactivating the App (via the settings' menu of the App) and deleting the app from his/her mobile device. When the User replaces or disposes of his/her mobile device, it is his/her responsibility to deactivate the App and delete it from the mobile device.

20. Support and complaints

In case the User has questions or experiences problems with regard to the App, 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 or +32 2 234 11 49 for further support or to make a complaint with regard to the App.

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.

If the User has questions or experiences problems with regard to a specific Payconiq Payment, the User should contact customer support of the App, which can be reached at support@payconiq.be or +32 2 234 11 49.

If the User has questions or experiences problems with any other 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, all parties shall be relieved of all rights and obligations arising under such provision but only to the extent that such provision is invalid, illegal or unenforceable and provided that each such provision shall be modified to the extent necessary to make it valid, legal and enforceable whilst preserving the intent of the parties. All other provisions of these terms and conditions shall be regarded as fully valid and enforceable unless otherwise proved.

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 reserve 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.