

Active October 1st 2023

These general terms and conditions (the “Terms”) apply for access to and usage of the Services (defined below) provided by MYBANX srl, BE1000477893, (“MYBANX”, “we”, “us”, “our”).

MYBANX, a Belgian limited company with its registered office in Charleroi, is a customer of EXTHAND SA, agent of DIGITEAL SA, BE0630675588, payment institution that provides account information services and payment initiation services.

Exthand provides the Services under Digiteal’s license granted by the National Bank of Belgium, that supervises Digiteal.

The Terms, together with other terms that you may come to accept while using the Services, constitute an agreement between you who use the Services, or the legal person you represent if the Services are provided to the legal person and not you personally (“user” or “you”), and MYBANX (“Agreement”).

Please note the provisions regarding liability related to payment accounts and other bank accounts that you hold together with someone else or accounts held by a legal person. The Agreement is normally terminated as soon as we have performed the Service you requested. However, if the conditions described in the section about a framework agreement are met, the Agreement will continue to apply until it is terminated by you or MYBANX.

These Terms and Conditions constitute an essential part of the Agreement and are also available on the [mybanx.io](https://mybanx.io) website. Please read through the Terms thoroughly before you agree to them and enter into the Agreement. If you do not accept all provisions of the Terms, you are not entitled to use the Services. You are welcome to contact us on [support@mybanx.io](mailto:support@mybanx.io) if you have any questions regarding the Terms.

## 1. General

1. By using the Services, you enter into the Agreement and confirm that you have read, understood and accepted these Terms.

2. To use the Services, you must be at least 18 years of age and/or otherwise be authorized to enter into the Agreement and agree to be bound by the Terms.

3. By using the Services you authorize MYBANX & Exthand to access your login details at respective bank, payment service provider or other service provider (“External Login Details”) in accordance with the instructions for the Service concerned. When doing this, you give your explicit consent for and instruct MYBANX & Exthand to use your External Login Details on your behalf to perform the Services in accordance with what is stipulated below in sections 2, 3 and 4.

4. You are responsible for the authorization given by you to use the External Login Details and the information that is retrieved through the Services.

5. The Services are provided by any of our partners (“Partner”) that provide one or several of their own services to you (“Partner Service”) and by MYBANX. Please note that MYBANX is only responsible for the services that are provided to you by MYBANX itself in accordance with these Terms, and that Partner Services are provided to you by the respective Partner in accordance with the terms and conditions that apply for the respective Partner’s Service. For more information regarding the functionalities of the Services please see below. Information regarding Partner Services are provided by respective Partner.

Third party links: On occasion MYBANX includes links to third parties on the App. If MYBANX provides a link it does not mean that MYBANX endorses or approves that site’s policy on visitor privacy. When you access these websites, even by means of the links posted on mybanx.io website, you should review their privacy policy and the way in which they manage personal data.

6. You agree that all communication with MYBANX regarding the Services is done online, through e-mail or other digital media. At your request, the Terms can be provided on a durable medium. Our languages for communication are English or French.

## 2. The Services

These Terms apply when we provide account information services and/or payment initiation services (jointly referred to as the “Services”). Account information service provision are specified in section 3 and payment initiation service provisions are specified in section 4.

## 3. Account Information Service

1. MYBANX’s account information service (“Account information service”) allows you as holder of one or several accounts or, when the Account information service is provided to a legal person, representative for the legal person holding such account, in a fast and secure way identify yourself and require that compiled information from and about one or more accounts held by you or the legal person (“Information”) is made available to Partners such as for example banks, financial institutions and other service providers, in connection to the performance of Partner Services.

The Account information service always requires that you provide your explicit consent to us performing the Account information service and, as a part of that service, retrieve relevant data about and from your accounts and make the Information available to the Partner(s) you have designated.

2. MYBANX can retrieve information about payment accounts, credit- or debit card accounts, savings accounts, investment savings accounts etc. A prerequisite for the Account information service to be performed is that the account is accessible online.

3. The Account information service is made available to you within a Partner Service. Before the Account information service is initiated, a list over available third parties, banks or other service providers that it is possible to retrieve the Information from ("Information Source"), is presented to you. Based on the presented list, you choose the Information Source you want to retrieve the Information from. In the next step, information regarding that the Account information service is provided by Exthand is presented. Prior to the initiation of the Account information service, you have to accept the terms and conditions for and give your explicit consent to the provision of the service. In the same step, we also present information about how Exthand and MYBANX processes your personal data. When we have received your request on the provision of the Account information service, you identify yourself towards the Information Source in the way required by the Information Source by usage of External Login Details. In connection, a request on retrieval of the Information is immediately sent to the Information Source, whereafter MYBANX retrieves the Information about the account(s) that you have instructed MYBANX to retrieve Information on. As soon as the Information has been collected, it is made available to the Partner designated by you, whereafter the Account information service is completed.

4. When the Account information service is performed under a Framework Agreement (see section 5 below), MYBANX will, after an explicit consent has been provided to Exthand and an initial identification of you has been made towards the Information Source, during a period determined by the Information source, which may vary between cases, be able to automatically update the collected Information towards the Information source under such period. However, an update of the Information will in some cases require a new consent and require that for each update you identify yourself again towards the Information source.

5. The time it takes to perform the retrieval of data varies depending on the time required for the identification towards the Information Source and the volume of the information that is to be retrieved. It will however be performed as soon as possible after you consent to the performance of the service.

#### 4. Payment Initiation Service

1. Through MYBANX and Exthand's payment initiation service ("Payment initiation service") you can request an initiation of a payment order from any of your payment accounts at your bank where the account is accessible online to your own or other's accounts. Such request implies your explicit consent for MYBANX and Exthand to provide the service.

2. You use the Payment initiation service when

- requesting that the payment/transfer is initiated,
- providing information on which of your accounts the payment should be initiated from,
- providing the account of the payee, and/or
- providing an invoice reference number/message, according to the instructions.

Depending on the functionality in the respective Partner Service, information regarding the payee, such as name, invoice reference number and payee account number, can also be handed to us directly from the Partner, whereby you are responsible to make sure that the information provided to us is correct.

3. When information about the payee and the payee account has been provided, you select the bank you want to initiate the payment order from. To make it easier for you and to ensure that you provide correct information about the account a payment shall be initiated from a list of your available accounts with the selected bank which we normally present to you as part of the Account information service. This procedure is used in such markets and for such Partner Services where appropriate conditions exist. The Account information service requires that you accept the terms and conditions for the provision of the service and that you provide your explicit consent for the provision of the service. Next, you select the account you want to initiate the payment from and, by using your External Login Details towards your bank in the way required by the bank, you request execution of the Payment initiation service. Afterwards, MYBANX and Exthand perform the Payment initiation service and receives information from your bank about whether the payment was initiated or rejected by your bank. As soon as the Payment initiation service has been executed you, and the Partner designated by you, receive a summary of the payment initiation, whereafter the Payment initiation service has been completed. Usage of the Payment initiation service within some of the Partner Services also means that an Account information service is performed after the Payment initiation service is performed to verify that a payment order has been executed successfully. Your request on provision of the Payment initiation service therefore also means that you provide your explicit consent to the provision of the Account information service, and that the information about an initiated payment, where applicable, is shared with the Partner designated by you.

4. An order to execute a Payment initiation service is always considered to be received by MYBANX and Exthand the same day it has been approved by you. When you have approved a payment initiation it cannot be revoked. As soon as you have approved the initiation it is performed by Exthand, which means that your bank receives a payment order. Please note that the execution of the actual payment transaction is done by your bank and that this may be executed another day than the day you towards MYBANX and Exthand approved and confirmed the payment initiation.

5. It is your responsibility that the information you provide for the performance of the initiation is correct and that you have sufficient funds on the selected payment account. Exthand is responsible for performing the initiation, meaning that a payment order is communicated to the bank where you hold your bank account.

6. MYBANX will notify you if the initiation cannot be performed. The execution of the payment order is done by the bank and is the responsibility of the bank. The time for execution of the payment order is dependent on the specific bank's execution time.

7. If you suspect that a payment based on a payment initiation has been executed without your approval or that it has been performed incorrectly, you are responsible for, without undue delay after becoming aware of it, reporting it to your bank where your bank account is held according to the bank's instructions. If you fail to do so, you may become liable for the transaction.

8. In such case you fail to notify your bank about unauthorised transactions:

- as soon as possible after becoming aware of such, or

- within 13 months after the amount is debited to your account, you are liable for the entire amount.

9. You can also become liable for unauthorised transactions initiated if they were completed because you failed to protect your External Login Details and/or your technical equipment.

## 5. Framework Agreement

1. As stipulated above, the Agreement is normally terminated after we have performed the Service you have requested. When providing an Account information service there might be cases when a desired functionality in a Partner Service requires repeated retrieval of Information from your account when you also approve that the information is made available to the designated Partner several times repeatedly over a period of time.

2. To the extent required for the Partner Service in question, by agreeing to the Terms, you give your explicit consent for recurring retrieval of Information in accordance with section 3.3 and 5.1 above. Based on that consent we will within the scope of Account information service update the Information up to 4 times per day, during a period of maximum 180 days from the date you gave your explicit consent. After this period has expired, a new consent is required from you for continued recurring updates. Depending on the method applied by your bank, a new consent may be required for each retrieval of the Information.

3. If and when you consent to recurring retrievals of Information in accordance with section 5.1 above, the Account information service will be provided over time, which differs from the case where you require one-off retrieval of the Information. Where you have given your consent to recurring retrievals, the Agreement will be in force until you or we terminate the Agreement. Such agreements that apply until further notice are referred to as "Framework Agreement" in these Terms. Provisions regarding the Agreement term and termination are specified below.

## 6. Fees

1. Exthand provides the Services to you free of charge. Fees imposed by your mobile phone operator or internet provider may apply. For Partner Services it is the Partner's fees and terms and conditions that apply.

## 7. Additional information on your responsibility for usage of the Service

1. It is your responsibility that you have the right to use the External Login Details and that you are authorised to request respective Service. Please note that this also

applies to payment accounts and other accounts that you hold together with someone else, or accounts held by a legal person (company or other organisation).

2. In addition to the above, you are also responsible for and guarantee that:

- your use of the Services is made in accordance with these Terms, and applicable laws and regulations.
- you keep your External Login Details protected from unauthorised access.
- you protect your technical equipment from unauthorised usage, e.g., with pin code or your biometrical characteristics (e.g., fingerprint reader).
- you immediately inform MYBANX if you suspect or have knowledge about unauthorised usage of the Services or of your technical equipment.
- the information you provide in the Services is accurate, up to date and complete.
- the information you provide in the Services does not infringe the rights of anybody else or in any other way violates law or someone else's rights.
- you do not copy, modify, distribute, or publish content provided by MYBANX within the Services or in any other way misuse the Services or use it for any other purpose than they are intended for.
- you do not try to circumvent the security measures or other limitations of the Services.

## 8. Availability and our liability

1. The Services are normally available around-the-clock, all days of the year. However, we cannot guarantee the Services are free from errors or interruptions. We have the right to make changes in operating methods, technical specifications etc. and always have the right to shut down the Services for maintenance and similar activities. Our aim is that all information in the Services shall be correct and as much up-to-date as possible. However, MYBANX cannot guarantee the reliability or accuracy of the information presented in the Services. MYBANX cannot be held accountable if the Services are unavailable or if any information or functionality does not work as expected, besides what follows on MYBANX's liability under applicable law.

2. The performance of the Services can be dependent on services provided by a third party (e.g., mobile phone operator or internet provider). We are not responsible for such services provided by a third party.

3. MYBANX assumes no responsibility for any financial or other type of decision you take based on your use of the Services or for services or goods you choose to purchase from independent third parties or MYBANX's collaboration partners, including Partners.

4. Other than what is stated in mandatory law (règle d'ordre public), MYBANX is under no circumstances liable towards you or any third party for any direct or indirect losses or damages incurred in connection to the provision of the Services.

5. Unless otherwise stated in mandatory law, MYBANX's total liability for damages connected to your usage of the Services shall never exceed 500 Euros.

## 9. Processing of personal data

MYBANX undertakes to comply with its obligations regarding the protection of personal data collected under the App (hereinafter "The Personal Data").

MYBANX will not process the Personal Data for any purpose other than the provision of the services (unless explicitly required by law). The rights and obligations of MYBANX regarding the protection of personal data are specified in its Privacy Policy. This Privacy Policy is subject to change over time, the updated version is always available on the website <https://mybanx.io/>

## 10. Measures for customer due diligence etc.

1. In order to comply with applicable anti-money laundering rules, we may request that you provide us with certain information. By requesting a Service, you undertake to provide all such information as may be deemed necessary for such purposes, and you understand that failure to provide requested information may result that a requested Service cannot be performed or other consequences, depending on the situation.

2. MYBANX may have to monitor your usage of the Services for the purpose of complying with anti-money laundering rules. The principles for such monitoring may vary from time to time and depend on the circumstances relating to the user, such as transaction patterns and the like .

## 11. Violation of Terms

1. If you violate the Terms or otherwise harm us, we are entitled to terminate your access to the Service.

2. We reserve the right to suspend you from using the Services at any time if you violate the Terms or otherwise use the Services in a manner that may cause damage to MYBANX or a third party.

3. In cases of suspected security risks, or if MYBANX suspects that an initiated payment is unauthorised, MYBANX may inform you in the manner deemed appropriate for the situation. MYBANX also reserves the right to block at any time the Account information service and/or the Payment initiation service if there is a risk for non-secure use of the Services, or in case of suspicion of unauthorised use of the Services. The same applies for suspected fraud or other illegal activity.

## 12. Term and termination

1. The respective Service is provided and performed immediately or in close connection to your request for performance of the Service.
2. Provided that you and MYBANX have not entered into a Framework Agreement (regarding Framework Agreement, see section 5), the Agreement is automatically terminated after we have performed the Service requested by you.
3. If you and MYBANX have entered into a Framework Agreement (regarding Framework Agreement, see section 5), the Agreement continues to apply until you terminate it by sending an email to [support@mybanx.io](mailto:support@mybanx.io). In such case you have not requested the performance of a Service under a Framework Agreement for a period of 365 days since the Service was last performed at your request, the Framework Agreement is hereby terminated. You may use the Service again at any time by entering into a new Framework Agreement with us.
4. Agreements that are Framework Agreements can also be terminated by MYBANX with a notice period of 2 months.

## 13. Force Majeure

1. We are not responsible for delays or deficiencies in functionality or performance that we reasonably cannot anticipate or that in otherwise are caused by circumstances outside our reasonable control (force majeure), including but not limited to events such as fire, flooding, explosion, riot, acts of war, hurricane, sabotage, acts of terrorism, vandalism, accidents, epidemic disease, government or governmental authority action, court injunction, strike or other similar events that may arise despite MYBANX's reasonable effort to prevent, avoid, delay or mitigate effects of such events.

## 14. Amendments to the Terms

1. We reserve the right to, at any time, change the Services, amend the Terms or cease the provision of the Services. If you do not accept the amended Terms, you have the right to at any time terminate the Agreement. If you continue to use the Services after an amendment of the Terms has come into force, you are deemed to have accepted the amended Terms.
2. If the Agreement constitutes a Framework Agreement (regarding Framework Agreement, see section 5), the amended Terms will come into force no earlier than 1 month after you have been informed of the amended Terms.
3. MYBANX has the right to amend the Framework Agreement, including Terms, without regard to the 1-month notice period as set out in section 14.2, if such amendment does not affect your rights as a payment service user, or otherwise



poses a significant disadvantage on you. Such amended Terms come into force at the point of time notified by MYBANX.

## 15. Miscellaneous

1. MYBANX has the right to transfer its rights and obligations under the Agreement. MYBANX also has the right to engage subcontractors for the fulfilment of its obligations.

2. You have a right to, upon request, receive a copy of these Terms. You are welcome to contact us with your request on [support@mybanx.io](mailto:support@mybanx.io)

3. Statutory information about the Services is provided in accordance with applicable law on our Website or through [support@mybanx.io](mailto:support@mybanx.io) when the information is requested by you.

## 16. Governing law and dispute resolution

1. The Agreement and the Terms are governed by and shall be interpreted in accordance with Belgian law. However, if you reside in another country than Belgium, this should not affect mandatory rights and obligations arising from the law in the country within the EU/EEA where the respective Service is provided ("Local Law"). To the extent that Belgian law conflicts with Local Law, Belgian law shall prevail to the extent possible. Unless prohibited by Local Law, disputes shall be settled by Belgian courts.

## 17. Complaints and Supervision

1. We care about our customers. Therefore, we are keen to answer your questions or to know if you are dissatisfied with us and our goal is to address all inquiries as soon as possible. For contact with our customer service, please contact [support@mybanx.io](mailto:support@mybanx.io) (state "Complaint" in the subject field).

Written complaints can also be directed to

MYBANX srl

Att: Complaints Officer

Quai Paul Verlaine 2/2  
B6000 Charleroi  
BELGIUM

2. Exthand is an agent of DIGITEAL SA, licensed as a payment institution and is supervised by the National bank of Belgium, which is stated in the company register kept by the National Authority, <https://www.nbb.be> and which also can be verified by contact through: <https://www.nbb.be/en/contacts/contact-financial-supervision>

## 18. Contact information

You can always contact EXTHAND SA as follows:

EXTHAND SA

Quai Paul Verlaine, 2/2

B6000 Charleroi

BELGIUM

[support@exthand.com](mailto:support@exthand.com)