CONDITIONS OF USE FOR THE EASY BANKING APPLICATION
(Valid as from 08/07/2015)

By installing the BNP Paribas Fortis SA/NV (hereinafter “BNP Paribas Fortis”) Easy Banking application (hereinafter the “application”), which can be downloaded from the Apple App Store or Google Play using compatible devices, and by accessing to its content, the user (hereinafter “the user”) acknowledges these conditions of use for this application and agrees to them. These conditions of use are subject to change. In this case, users will be warned via a specific message in the application and/or via the site www.bnpparibasfortis.be.

BNP Paribas Fortis takes the greatest care to ensure the quality of this application. It takes all reasonable steps to ensure the data in this application is correct and up-to-date. Nevertheless, BNP Paribas Fortis does not give any explicit or implicit guarantee of the completeness, accuracy and actuality of the data in the application and the results of any simulation notified to users.

BNP Paribas Fortis may change at any time and without warning users in advance, the information in this application and if necessary, and without prejudice to the provisions of contracts entered into with users, interrupt access to all or some services to which it gives access, notably in the event of risk of fraud, abuse or for maintenance reasons, and to make improvements and modifications to the application. BNP Paribas Fortis will strive to limit the interruption time as much as possible and will strive to inform users of the duration of this interruption.

Without prejudice to additional damages, BNP Paribas Fortis also reserves the right to prohibit, at any time and without prior warning, access to all or part of the application by any user if they do not comply with these conditions of use, use the application for illegal or immoral purposes or damage the integrity, security or reputation of BNP Paribas Fortis and the Easy Banking application.

Editor

The editor of this application is:


In its capacity as a credit institution governed by Belgian law, BNP Paribas Fortis SA is subject to prudential supervision by the National Bank of Belgium, and to control in terms of investor and consumer protection by the Financial Services and Markets Authority (FSMA). BNP Paribas Fortis SA is registered as an insurance intermediary under FSMA No. 25879 A.

The supervisory authorities' addresses are:
Autorité des Services et des Marchés Financiers (FSMA)
Rue du Congrès/Congresstraat 10-16
1000 Brussels - Belgium
www.fsma.be

National Bank of Belgium (NBB)
Boulevard de Berlaimont/Berlaimontlaan, 14
1000 Brussels - Belgium
VAT number BE 0203.201.340 - Brussels Register of Companies
www.bnb.be

Content of the Easy Banking application

This application has an information section, an interactive section and a transactions section.

The information section aims to inform users of a range of products and services that BNP Paribas Fortis offers to the user. Unless explicitly stated otherwise, this information does not aim to give personalised advice or issue a personal invitation from BNP Paribas Fortis to subscribe to these products or services. Any additional information about these can be obtained from the Easy Banking Helpdesk (+32 2 433 41 90), via the form available in the application or on the site www.bnpparibasfortis.be.
The interactive section contains the parts of the application which the user can use to fill in certain data which, after automated processing of the data entered, allow them to obtain certain results (for example, simulations). As users complete this data themselves, BNP Paribas Fortis cannot guarantee the accuracy of this information.

This application also has a transactions section so that users can perform banking transactions or subscribe to new services.

When services available are for BNP Paribas Fortis customers only, access to them requires subscription to the services in question using the means of identification and signature contractually required.

The means of identification and signature are strictly personal and confidential.

Users alone are responsible for their use and for maintaining their confidentiality and agree not to divulge them, in accordance with the subscribed contractual conditions.

Responsibility for the use of the Easy Banking application

Other than in the event of gross or intentional misconduct on its part, the BNP Paribas Fortis and its staff is not liable for direct or indirect loss or damage suffered by the user as a result of using the application or being unable to use it for any reason whatsoever. This applies especially to the use of non-compatible equipment or configurations to download and use the application.

Subject to the serious or intentional misconduct by itself or its approved subcontractors, BNP Paribas Fortis can also not be held responsible for damages, direct or indirect, caused to a user as a result of:

- failures or interruptions to means of telecommunication;
- all other actions or failures to act in any way imputable or attributable to third parties, including the user, which were not approved by BNP Paribas Fortis, particularly any addition to the application or modification to it or any "jailbreaking" of the Apple or Google systems by the user or third parties not approved by BNP Paribas Fortis;
- the use of non-compatible devices or configurations to download and use the application;
- a security risk caused by the user's device, browser, operating system, internet connection, firewall, network, etc.;
- legal or regulatory obligations applicable in Belgium;
- events beyond the control of BNP Paribas Fortis and, in general, any event of force majeure. This especially refers to disasters resulting from a fire or natural causes (flooding, etc.), strike action by its staff, operations ordered by authorized persons in situations of war, disturbance or riots.

In a general way and without prejudice to the causes of exemption described above, BNP Paribas Fortis cannot guarantee and does not give any guarantees for:

- the access, availability and access time and response time for the application and its content, except in the event of a serious or intentional fault;
- the reliability and technical security of communications via devices, networks, terminals or equipment resources not approved by BNP Paribas Fortis, particularly anti-virus protection and other malware (e.g. spyware), despite the measures of protection put in place by BNP Paribas Fortis;
- the protection and confidentiality of the communications via devices, networks, terminals or equipment resources not authorized by BNP Paribas Fortis.

Ownership and intellectual property rights

The services offered via the Easy Banking application, particularly texts, illustrations, formatting and the application itself are protected by intellectual property rights which belong to BNP Paribas Fortis or which the bank, its associated companies, particularly BNP Group companies or even third parties can assert.

The user has a non-exclusive and non-transferable right to use this application. However, users have no property rights or other intellectual rights. Users only have the right to access the contents of the application, to consult it and use the proposed
services in a normal way via the application, according to their purpose only for their personal needs.

The user cannot make this application available to third parties, in full or in part, for free or in exchange for payment; nor may they copy, translate, adapt, compile or modify the Easy Banking application or some of its content in any way, without the explicit authorization of BNP Paribas Fortis.

Nevertheless, users have the right to perform the transactions necessary to use the Easy Banking application in a way consistent with its purpose, such as loading, displaying or storing operations of the Easy Banking application. The brands, names and logos, whether registered trademarks or not, on the Easy Banking application, are the sole property of BNP Paribas Fortis, other companies of the BNP group or even of other companies and cannot be reproduced. Users cannot use them as metatags on websites.

Confidentiality

Any information or material sent to the BNP Paribas Fortis via this application will be processed in line with with relevant applicable legal and regulatory requirements.

Governing law and jurisdiction

Access to and use of the Easy Banking application, and these Conditions of use are governed by and shall be construed in accordance with Belgian legislation. In the event of a dispute, the courts of Brussels are competent.

Severability and Changes

In the event any of the terms or provisions of these Conditions of use are held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.