



## Conditions for using the Hello bank! Application (Valid as from 08/07/2015)

By installing the BNP Paribas Fortis SA/NV Hello bank! (hereinafter "Hello Bank!") application (hereinafter "the application"), which can be downloaded from the Apple App Store or "Google Play" from Google on compatible devices, users (hereinafter "users") acknowledge and agree to these conditions of use for the application. 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 [www.hellobank.be](http://www.hellobank.be) site.

Hello Bank! 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, Hello Bank! cannot give any explicit or implicit guarantee as to the completeness, accuracy and actuality of the data in the application or the results of any simulation to the user

Hello Bank! can change at any time without warning users in advance, the information in this application and if necessary, without prejudice to the provisions of contracts entered into with users, interrupt access to all or some services to which it gives access, especially in the event of risk of fraud, abuse or maintenance reasons, or to make improvements or modifications to the application. Hello Bank! 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, Hello Bank! also reserves the right to prohibit, at any time and without notice, access to all or some of the application for any users if they do not obey these conditions of use, use the site for illegal or immoral purposes or those which damage the integrity, security or reputation of Hello Bank! and the application.

### Editor

The editor of this application is:

BNP Paribas Fortis SA, Montagne du Parc, 3, 1000 Bruxelles, VAT: BE 0403.199.702- RPM Brussels.

In its capacity as a credit institution governed by Belgian law, BNP Paribas Fortis SA/NV 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/NV 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](http://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](http://www.bnb.be)

### Content of the Hello Bank! 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 Hello Bank! offers to users. Unless explicitly stated otherwise, this information does not aim to give personalized advice or issue a personal invitation from Hello Bank! to subscribe to these products or services. Any further information about this can be obtained from the Hello Team (+32 2 433 41 45), via the available form in the application or on the [www.hellobank.be](http://www.hellobank.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. This is the case, for example, of requesting to connect to Hello Bank! or simulations. As users complete this

data themselves, Hello Bank! 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 Hello Bank! 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 for the Hello Bank! application**

Other than in the event of gross or intentional misconduct on its part, Hello Bank! and its employees are not liable for direct or indirect loss or damage suffered by users as a result of using the application or if it impossible 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.

Except in the event of serious or intentional misconduct by itself or its approved subcontractors, Hello Bank! 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 Hello Bank!, 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 Hello Bank!;
- the use of non compatible equipment 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 Hello Bank! and generally, any force majeure event. This especially refers to disasters resulting from a fire or natural causes (flooding, etc.), strike action by its staff, operations ordered by authorised persons in situations of war, disturbance or riots.

In a general way and without prejudice to the exemption clauses described above, Hello Bank! cannot and does not offer any guarantees regarding:

- 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 Hello Bank!, particularly anti-virus protection and other malware (e.g. spyware), despite the measures of protection put in place by Hello Bank!;
- the protection and confidentiality of the communications via devices, networks, terminals or equipment resources not authorized by Hello Bank!

### **Ownership and intellectual property rights**

The services offered via the Hello Bank! 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 Hello Bank! application or some of its content in any way, without the explicit authorisation of Hello Bank!

Nevertheless, users have the right to perform the transactions necessary to use the Hello Bank! application in a way consistent with its purpose,

such as loading, displaying or storing operations of the Hello Bank! application.

The brands, names and logos, whether registered trademarks or not, on the Hello Bank! 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 Hello Bank via this application will be processed in line with relevant applicable legal and regulatory requirements.

### **Governing law and jurisdiction**

Access to and use of the Hello Bank! 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.