



# **Wero General Terms & Conditions**

<b>1.0 Purpose .....</b>	<b>3</b>
<b>2.0 Definitions.....</b>	<b>3</b>
<b>3.0 Eligibility Requirements .....</b>	<b>6</b>
<b>4.0 Description of the Services and functionalities.....</b>	<b>7</b>
<b>5.0 Terms of the services .....</b>	<b>9</b>
<b>6.0 Use of the App.....</b>	<b>11</b>
<b>7.0 Fees and charges .....</b>	<b>12</b>
<b>8.0 Security and Confidentiality.....</b>	<b>13</b>
<b>9.0 Anti-Money Laundering and Fraud.....</b>	<b>13</b>
<b>10.0 Data Protection .....</b>	<b>14</b>
<b>11.0 Intellectual Property .....</b>	<b>15</b>
<b>12.0 Liability .....</b>	<b>15</b>
<b>13.0 Duration and Termination .....</b>	<b>18</b>
<b>14.0 Reporting and Claims .....</b>	<b>18</b>
<b>15.0 Blocking.....</b>	<b>20</b>
<b>16.0 A2A Services limits.....</b>	<b>20</b>
<b>17.0 Modification of the T&amp;Cs .....</b>	<b>20</b>
<b>18.0 General provisions.....</b>	<b>21</b>
<b>19.0 Contact &amp; Communications .....</b>	<b>21</b>
<b>20.0 Amicable settlement and mediation .....</b>	<b>21</b>

## 1.0 Purpose

1.1 These Wero General Terms and Conditions (as amended from time to time, the "T&Cs") apply to the use of as well as the Wero App and the Wero Solution via the App provided by EPI Company SE, a European company (societas Europaea) having its registered office at De Lignestraat 13, 1000 Brussels, Belgium (RPR/RPM Brussels, Dutch speaking division), and registered with the Crossroads Bank for Enterprises under the number 0755.811.726 (hereinafter referred to as "EPI", "WE", "US" or "OUR"). EPI is authorised by the National Bank of Belgium as a payment institution subject to the Law on Payment Institutions to provide payment Initiation Services and Account Information Services. The authorisation can be consulted on the official register of the National Bank of Belgium accessible at the following address: <https://www.nbb.be/en/no-lang/77489>.

1.2 The purpose of the T&Cs is to define the conditions of use of the Wero Solution via the App provided by EPI to the USER (also referred to as "YOU" or "YOUR"). The T&Cs are applicable as of 30 June 2024 and are available at the Wero Solution website at [www.wero-wallet.eu](http://www.wero-wallet.eu).

1.3 The T&Cs form the framework contract for Payment Services in accordance with Article VII.20 of the CEL. The T&Cs are available in English, Dutch, French and German. In case of any inconsistency between the English version and any other language versions, the version of the Country where YOUR account with the EPI Member is linked, will prevail. For the duration of OUR contractual relationship with YOU, all communication between YOU and US shall be in English, Dutch, French or German, with the exception of OUR EPI Support team that is available in English, French and German.

1.4 By downloading, installing, activating and using the App, YOU agree to be bound by these T&Cs and to use the Wero Solution in accordance with the conditions described in these T&Cs. If YOU do not agree to these T&Cs, YOU should refrain from or cease downloading, installing, activating and using the App.

1.5 The T&Cs are supplemented by the Wero App Privacy Policy which the USER declares to have read and accepted by downloading, installing, activating and using the App. These documents are available for consultation at any time on the Wero Solution website at: [www.wero-wallet.eu](http://www.wero-wallet.eu) and within the App. We invite YOU to consult these documents regularly.

1.6 In the event of any discrepancy between the provisions of the T&Cs and the Specific T&Cs per Jurisdiction, the provisions of the Specific T&Cs per Jurisdiction shall prevail, only in respect of the relevant Jurisdiction covered by such Specific T&Cs per Jurisdiction.

## 2.0 Definitions

The terms below beginning with a capital letter in the T&Cs (including Section 1.0 above) shall have the following meaning, whether used in the singular or plural:

**"A2A Services"** means the account-to-account services offered by EPI defined in Section 4.1 ("Description of the A2A services") of the T&Cs, including the Payment Initiation Services.

**"Acceptor"** means a retailer or any other entity, firm, corporation or government entity/local administration using the Wero Solution, directly or through a payment facilitator, to receive funds as a payee or to refund a payer.

**"Acceptor PSP"** means a payment service provider, member of the EPI Scheme, contracting directly or through a payment facilitator with an Acceptor to accept and process WeroTransactions.

**“Account Information Service”** or **“AIS”** means the Service provided by EPI consisting of providing consolidated information on Accounts held by one (or more) Eligible ASPSP, as described in Section 4.2 (“Description of the Account Information Services”) of the T&Cs. These services qualify as account information services as defined in Article I.9, 33/12° of the CEL.

**“App”** means the mobile payment application provided by EPI to the USER enabling the USER to benefit from the Services.

**“Account”** means any payment account in Euros held by YOU with an Eligible ASPSP and enrolled in the App.

**“Business Day”** means a day on which EPI is open for business.

**“CEL”** means the Belgian Code of Economic law, as amended from time to time.

**“Person”** means any user other than the USER using the Wero Solution to send funds to or receive funds from the USER.

**“Content”** means any personalised content (text, image...) shared by the USER through the App in accordance with Section 6.3 (“Specific provision regarding Content sharing”) of the T&Cs.

**“Data”** means all the User's data processed by EPI to provide the Wero Solution, whether it is Personal Data, Personalised Security Credentials and/or Sensitive Payment Data.

**“Data Protection Laws”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the **“General Data Protection Regulation”** or **“GDPR”**) as well as any related national implementation laws of EU Member States.

**“Device”** means the USER's device (e.g. smartphone, tablet...) on which the App is installed.

**“Durable medium”** means any instrument which enables the USER to store information addressed personally to it in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

**“Eligible ASPSP”** means any account servicing payment service provider within the meaning of Article I.9, 33/13° of the CEL which (i) provides an Account to the USER, (ii) is member of the EPI Scheme and (iii) authorises its customers to use the App.

**“EPI Mark”** means a trade name, name, word, logo, logotypes, trademarks, design, symbol, distinctive sign, service marks, trade designations, other designations, or any combination thereof that EPI owns or controls whatsoever and adopts to identify its products or services.

**“EPI Member”** means a payment service provider that has obtained from the EPI Scheme the license to act as Eligible ASPSP or as payment service provider for Acceptors with respect to the EPI Scheme.

**“EPI Scheme”** means the payment scheme, as defined in Article 2.7 of SCT/SDD Regulation which implements and applies rules, practices, standards and/or guidelines governing the operation of the Wero Solution between the EPI Members.

**“EPI Support”** means EPI's support team accessible in accordance with Section 19.0 (“Contact and Communication”) of the T&Cs.

**“Execution Time”** means the target maximum execution time of 10 seconds to process an Instant Credit Transfer Transaction with the payee's payment service provider reporting to the payer's payment service provider either the funds being made available to the payee or the reject of the Instant Credit Transfer Transaction.

**“Intellectual Property Rights”** means (a) all copyrights and related rights, rights to know-how, trade secrets, database rights, rights in computer software and unregistered rights in trademarks, trade names and designs; (b) all registered intellectual property rights and applications for registered intellectual property rights, including but not limited to trademarks, designs, patent rights and domain names; (c) all rights to apply for registration of any of the same, and (d) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

**“Instant Credit Transfer”** means a credit transfer conducted in real time in accordance with the applicable version of the Instant Credit Transfer Scheme Rulebook published by the European Payments Council.

**“Law on Payment Institutions”** means the Belgian law of 11 March 2018 on the status and supervision of payment institutions and electronic money institutions, access to the business of payment service provider to the activity of issuing electronic money, and access to payment systems, as amended from time to time.

**“National Bank of Belgium”** or **“NBB”** means the supervisory authority responsible in Belgium for prudential supervision of payment institutions, including monitoring and enforcing compliance with financial rules and standards applicable in the Belgium territory. Contact: Boulevard de Berlaimont 14 1000 Brussels RPR Brussels VAT BE 0203.201.340 info@nbb.be +32 2 221 21 11.

**“Payment Services”** means the payment services listed in Annex I.A of Article I.9, 1° of the CEL.

**“Payment Initiation Service”** (or **“PIS”**) means the Service provided by EPI whereby Wero Transactions are initiated via the Wero Solution in the P2P/P2Pro send money, Remote E-commerce, Remote M-commerce and POS use cases (each as described in Section 4.1. These Services qualify as payment initiation services as defined in Article I.9, 33/11° of the CEL.

**“Personal Data”** means any information relating to an identified or identifiable natural person, as defined in Article 4.1 of the GDPR.

**“Personalised Security Credentials”** means the personalised data provided to the USER by the Eligible ASPSP for authentication purposes.

**“Rome I Regulation”** means Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations, as amended from time to time.

**“SCT/SDD Regulation”** means Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro, as amended from time to time.

**“Sensitive Payment Data”** means any data, including Personalised Security Credentials, that could be used to commit fraud, within the meaning of Article I.9, 33/18° of the CEL. The name of the USER and the Account number used in the context of the Services do not constitute Sensitive Payment Data.

**“Services”** means the services provided by EPI to the USER via the App, as described in Section 4.0 (**“Description of the Services and functionalities”**) of the T&Cs, which includes the A2A Services and the Account Information Services.

**“Specific T&Cs per Jurisdiction”** means, respectively, the Specific Terms and Conditions for Belgium, Germany and France

**“Strong Customer Authentication”** means an authentication based on the use of two or more elements categorised as knowledge (something only the user knows), possession (something only the user possesses) and inherence (something the user is) that are independent, in that the breach of one does not compromise the

reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.

“**Transaction**” means an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

“**USER**” means a person who meets the eligibility requirements set forth in Section 3.0 (“**Eligibility Requirements**”) of the T&Cs and who has accepted the T&Cs to use the Wero Solution.

“ **Wero App Privacy Policy**” means OUR Privacy Policy that intends to inform YOU about the processing of Personal Data carried out by EPI as data controller for the operation of the Wero Solution and that is available in Wero Solution website.

“**Wero Solution**” means the EPI’s payment solution enabling the USER to benefit from the Services, made available to the USER via the App which brand name is “**wero**”.

“ **Wero Transaction**” means a Transaction that is initiated using the Wero Solution.

### 3.0 Eligibility Requirements

3.1 In order to use the Wero Solution, the USER shall, cumulatively:

- i. Be a natural person;
- ii. Be of the minimum age required by YOUR Eligible ASPSP to be able to benefit from the Services;
- iii. Have full legal capacity to enter into a contract and not be under any legal or judicial prohibition or incapacity. If a USER, after enrolment, is placed under legal protection, the USER or, if applicable, the USER’s legal representative, shall immediately notify EPI of the placement under legal protection;
- iv. Be a consumer within the meaning of Article I.1, 2° of the CEL, i.e. act for a purpose outside its commercial, trade, business or professional activity;
- v. Be a resident of one of the countries of the European Economic Area (“EEA”);
- vi. Not be or assimilated to a "US Person", i.e. that USER is not a US taxpayer as defined by the US tax authorities and the Foreign Account Tax Compliance Act (FATCA) of 18 March 2010;
- vii. Use exclusively an Account opened in its name with an Eligible ASPSP; and
- viii. Have a Device on which the App is installed.

3.2 These T&Cs only apply to USERS that are consumers within the meaning of Article I.1, 2° of the CEL. The Wero Solution is exclusively for the personal use of the USER. It is strictly forbidden for the USER to lend or transfer the App, or to otherwise grant any other person access to the Wero Solution. Any assignment or transfer of the App to a third party is strictly prohibited and will result in the termination by EPI of the USER’s access to the Wero Solution, without prior notice.

3.3 The USER expressly declares that all the information provided at the time of his enrolment in the Wero Solution is accurate, correct and up to date and undertakes to inform EPI of any change in this information without undue delay. Without prejudice to Section 12.1 EPI shall not be liable for any consequences resulting for the USER from the non-observance of its obligations under this Section 3.3.

3.4 By accepting these T&Cs, YOU represent to US that YOU are entering into the T&Cs and will use the Wero Solution as principal, that you are not acting as agent on behalf of a third party, and you undertake that you will

not use the Wero Solution or carry out an Wero Transaction on behalf of a third party. YOU also undertake to US that YOU will continue to comply with the requirements set out in this Section 3.0 for as long as these T&Cs apply to YOU.

## 4.0 Description of the Services and functionalities

The Wero Solution allows YOU to benefit from the Services described below through use of the App. The Services consist of the A2A Services and the Account Information Services.

### 4.1 Description of the A2A Services

4.1.1 The Wero Solution enables YOU to initiate account-to-account payment Transactions between YOUR designated Account and third-party bank Accounts within the Execution Time and without the need to exchange payment instrument details (i.e. payment Account IBAN). The Wero Solution can be used to initiate Transactions in the following use cases:

- i. **P2P/P2Pro send money Transaction:** A P2P/P2Pro send money Transaction enables YOU to transfer funds to a Person or to an Acceptor through an Instant Credit Transfer:
  - a. Either in the context of a face-to-face payment with the payee, via a QR code or via another technology accepted by the Wero Solution;
  - b. Or as part of a remote payment (i) by selecting the payee from the contacts in YOUR phonebook (which assumes that YOU have agreed to link the contact directory to the App), or (ii) by entering the payee's phone number or email address or (iii) by accepting a payment request issued by a Person or Acceptor.
- ii. **P2P/P2Pro receive money Transaction:** A P2P/P2Pro receive money Transaction enables YOU to receive funds from a Person or from an Acceptor through an Instant Credit Transfer;
- iii. **P2P request money Transaction:** A P2P request money Transaction enables YOU to request from a Person a transfer of funds and the reception of the funds, once the payment request is approved by the payer, through an Instant Credit Transfer;
- iv. **Remote E-commerce Transaction:** An E-commerce Transaction allows YOU, at an e-commerce webpage, to send funds through an Instant Credit Transfer to an Acceptor in exchange for a product or the provision of a service;
- v. **Remote M-commerce Transaction:** An M-commerce Transaction allows YOU, at an e-commerce webpage or e-commerce app (in-app) accessed through the mobile device where the App is installed, to send funds through an Instant Credit Transfer to an Acceptor in exchange for a product or the provision of a service;
- vi. **POS Transaction:** A point of sale (POS) Transaction allows YOU, at the point of sale of an Acceptor, to send funds through an Instant Credit Transfer to this Acceptor in exchange for a product or the provision of a service;
- vii. **Donation to charitable entities:** A donation to a Charitable Entity enables YOU to transfer funds as a donation to a charitable entity through an Instant Credit Transfer and to obtain a proof of payment of that donation (where that proof of payment service is provided by YOUR Eligible ASPSP).

4.1.2 The Wero Solution, through the remote e/m-commerce and POS Transactions use cases described in Section 4.1.1 above, enables YOU to consent to Transactions using the following EPI consent types:

- i. **Simple Transaction** that will be executed instantly once YOU accept the Transaction in YOUR App;

- ii. **Pre-authorized Transaction**, which allows YOU to pre-authorise payment Transactions to the Acceptor up to a maximum amount, which will then be fully or partially executed whenever the condition(s) agreed with YOU for their execution are met (e.g. payment execution when the purchased goods are delivered or are shipped, or when YOU check-out from an hotel, or when YOU have finished refueling at the petrol station);
- iii. **Give a deposit to an Acceptor for a maximum amount** that will be only executed if the conditions agreed with the Acceptor for its execution are met (including the possibility of execution in case of no show of a USER in a hotel). If not, the funds will be released;
- iv. **Subscriptions**, which allows YOU to accept a payment plan that will enable the Acceptor to receive recurring payments with a frequency and for an amount according to the conditions agreed between YOU and the Acceptor;
- v. **Instalment payments**, which allows YOU to accept a payment plan for splitting a purchase in different instalments, according to the instalment plan agreed between YOU and the Acceptor;
- vi. **Future “one-click” Transaction**, which allows YOU to add the Acceptor to YOUR list of “trusted beneficiaries” thereby enabling a “one-click” experience in subsequent payment Transactions to that Acceptor, without having to apply Strong Customer Authentication to those future Transactions in accordance with applicable law;
- vii. **Future Transactions initiated by the Acceptor**, which allows YOU to accept a payment plan that will enable the Acceptor to initiate future debits from YOU, subject to the conditions and frequency agreed between YOU and the Acceptor;
- viii. **Refunds**, initiated by the Acceptor, based on the agreement with YOU, and which will be credited on YOUR Account.

4.1.3 The Wero Solution, through the P2P, P2Pro and Donations use cases described in Section 4.1.1 above, enables YOU to perform the following EPI consent types:

- i. **Send money Transactions**, enabling YOU to initiate a payment to a payee (a Person or an Acceptor), selecting the proxy of the payee (manually, selecting from the contact list or scanning the QR code of the payee);
- ii. **Request money Transactions**, enabling the payee (a Person or an Acceptor) to send a payment request to YOU, selecting YOUR proxy (manually, selecting from the contact list of scanning YOUR QR code) or generating a QR code with the payment request (to be scanned by YOU).

#### 4.2 Description of the Account Information Service

The Wero Solution provides YOU with an Information Service enabling YOU to access to the following information from YOUR Account:

- i. **Account balance**: WE can securely access the account balance from YOUR underlying Account and display it within the App in order to provide YOU with an up-to-date and accurate view of YOUR available funds and to enable YOU to easily manage YOUR finances and make informed decisions, when using the App for Wero Transactions.
- ii. **Transaction history**: WE retrieve and display the Transaction history from YOUR underlying Account, including Transactions made both with and without the App. By consolidating YOUR Transaction history in one place, WE offer a comprehensive and convenient overview of all YOUR financial activities, making tracking and monitoring YOUR spending easier.



#### 4.3 Description of the other functionalities

##### 4.3.1 The App includes some other features:

- i. The possibility to share Content (additional text, image or GIF) with other users of the App when performing Wero Transactions and to customize the App.
- ii. The bill splitting feature (when provided by YOUR Eligible ASPSP) enabling YOU to request funds from multiple Persons in the App and/or to receive requests for funds from other Persons.

##### 4.3.2 Acceptors and/or Acceptor PSPs may use the following functions:

- i. **Cancellation:** A service enabling the Acceptor to cancel a previously initiated but not executed Wero Transaction;
- ii. **Pre-authorisation:** A service enabling the Acceptor to reserve an amount in order to secure sufficient funds to then complete a subsequent Wero Transaction in one or multiple payment request(s) for capture. The pre-authorisation service is used only to reserve the amount as the final amount of the actual payment is not yet known;
- iii. **Deferred Transaction:** A service enabling the Acceptor PSP to perform a payment request for a temporary amount and a completion for the final amount within a limited time frame.

4.3.3 You can only enrol your payment account in the App if you hold your account with an Eligible ASPSP. If your account servicing payment service provider is not an Eligible ASPSP, you will be redirected to the mobile banking app of your account servicing payment service provider.

## 5.0 Terms of the services

### 5.1 Use of the Services

In order to benefit from the Services, YOU shall, after downloading the App, enroll your Account with an Eligible ASPSP in the App by following the terms & instructions given by the Eligible ASPSP, particularly in terms of Strong Customer Authentication.

### 5.2 Use of the A2A Services

5.2.1 In accordance with Articles VII.32 and VII.50 of the CEL, YOU are informed that YOU cannot revoke a payment order initiated through the EPI App, once YOU have given to US YOUR consent to the initiation of the Wero Transaction. This consent is considered to have been given by YOU, when YOU validate all the characteristics constituting the payment request, before or after determining the amount, by:

- i. Entering YOUR pin on YOUR device on which the App is installed;
- ii. Communicating or using any Personalised Security Credentials during an Wero Transaction;
- iii. Confirming the Wero Transaction online;
- iv. Presenting and holding YOUR device on which the App is installed in front of a device that identifies the presence of “contactless” technology; or
- v. Using a biometric recognition device (for example: fingerprint sensor on YOUR Device).

5.2.2 When YOU provide your Personalised Security Credentials as part of a series of Wero Transactions, YOU only give consent once for all these Wero Transactions.

5.2.3 Notwithstanding the foregoing, when YOU have given YOUR consent in relation to:

- i. An Wero Transaction the execution of which is scheduled for a later date (including a payment Transaction forming part of a series), YOU may withdraw YOUR consent at the latest by the end of the Business Day immediately preceding the Business Day agreed for the execution of the relevant Transaction; and
- ii. An Wero Transaction taking the form of a direct debit, YOU may revoke the payment order at the latest by the end of the Business Day preceding the Business Day agreed for debiting the funds.

5.2.4 By using the A2A Service, YOU expressly agree:

- i. To comply, under YOUR sole responsibility, with the legal obligations applicable to YOU, such as your tax obligations;
- ii. That any Transaction conducted through the Wero Solution shall comply with all applicable laws and regulations, including anti-bribery and tax laws, and YOU undertake not to use the Wero Solution to purchase services or products prohibited by law;
- iii. That YOU are solely liable for the Wero Transactions you have ordered and authorised. Once the WeroTransaction is completed and validated, the selected Account will be debited;
- iv. To ensure the identity and unique identifier of the payee and to verify the amount of the Wero Transaction. Without prejudice to Section 12.1, WE cannot be held liable for any error made by YOU;
- v. To honor any payment order made from YOUR Account. As such, YOU must ensure that YOU have sufficient freely available funds on YOUR Account prior to giving any payment order and maintain sufficient freely available funds on YOUR Account until the Wero Transaction is executed.'

5.2.5 The Payment Initiation Services are provided by EPI in accordance with the relevant conditions of the Law on Payment Institutions. In this respect, WE undertake to:

- i. Not hold YOUR funds at any time in connection with the provision of the Payment Initiation Services;
- ii. Ensure that YOUR Personalised Security Credentials are not accessible to parties other than YOU and the issuer of the Personalised Security Credentials and that they are transmitted by US through safe and efficient channels;
- iii. Ensure that any other information about YOU, obtained by US when providing Payment Initiation Services, is only provided to the payee and only with YOUR consent;
- iv. Identify US towards the ASPSP every time a payment is initiated;
- v. Not store YOUR Sensitive Payment Data;
- vi. Not request from YOU any data other than those necessary to provide the Payment Initiation Service;
- vii. Not use, access or store any data for purposes other than for the provision of the Payment Initiation Service as explicitly requested by YOU;
- viii. Not modify the amount, the payee or any other feature of the Wero Transaction;
- ix. Communicate with YOU, the Eligible ASPSP, and the Acceptor in a secure manner.

5.2.6 For each Wero Transaction, upon receipt of the payment order, WE provide YOU with an electronic Wero Transaction receipt displaying all of the following information:

- i. A confirmation of the successful initiation of the payment order with the Eligible ASPSP;
- ii. A reference enabling YOU to identify the Wero Transaction;
- iii. The amount of the Wero Transaction;
- iv. Where applicable, the exchange rate used in the Wero Transaction and the amount of the Wero

- Transaction after that currency conversion; and
- v. The date of receipt of the payment order.

5.2.7 Upon YOUR request, we will provide you with electronic monthly transaction overviews setting out the information listed above for each Wero Transaction executed by you during that month. These monthly transaction overview will be made available in the App.

5.2.8 WE may refuse to initiate a payment order when (i) the payment order does not comply with any applicable laws or regulations or (ii) when YOU or YOUR payment order do not comply with the T&Cs. The reason for the refusal will be notified to YOU via the App, at the latest on the Business Day following the receipt of the payment order, unless such notification would be prohibited by any applicable laws or regulations.

5.2.9 A2A Services are subject to the service limits described in Section 16.0 (“**A2A service limits**”) of the T&Cs.

### 5.3 Use of the Account Information Service

The Account Information Service is provided by EPI in accordance with the relevant conditions of the Law on Payment Institutions. In this respect, WE undertake to:

- i. Provide the Account Information Service only when based on YOUR consent;
- ii. Ensure that YOUR Personalised Security Credentials are not accessible to parties other than YOU and the issuer of the Personalised Security Credentials and that they are transmitted by US through safe and efficient channels;
- iii. Identify US towards the ASPS for each communication session;
- iv. Access only the information from designated payment accounts and associated Transactions;
- v. Not request Sensitive Payment Data linked to the Account;
- vi. Not use, access or store any data for purposes other than for performing the Account Information Service explicitly requested by YOU, each in accordance with any applicable Data Protection Law;
- vii. Communicate with YOU, the Eligible ASPSP, and the Acceptor in a secure manner.

## 6.0 Use of the App

### 6.1 Downloading and installing the App

- i. Access to the Wero Solution requires that YOU download the freely available App to YOUR Device. The list of countries in which the App can be downloaded from the application stores, is available on the Wero Solution website: [www.wero-wallet.eu](http://www.wero-wallet.eu).
- ii. In order to install the App and access the Wero Solution, YOU must be equipped with a hardware compatible with the App (cell phone such as smartphone, mobile tablet or any other compatible connected object). Even if WE make our best efforts to optimise the compatibility of the App, WE cannot guarantee its operation with all the existing terminals on the market and in particular terminals equipped with obsolete Android or I.O.S. operating systems.
- iii. In order to download the App and use the Wero Solution in appropriate conditions, YOU must also have sufficient access to the Internet (public or private WIFI and/or mobile data network access).
- iv. YOU undertake to install the latest update of the App and to keep the App updated at all times in order to benefit from the Wero Solution and all the Services in optimal and secure conditions.

### 6.2 Terms of the App

- i. YOU may only use the App and the Wero Solution for lawful purposes, in accordance with the T&Cs,

and with applicable laws and regulations. By accepting these T&Cs, YOU agree not to use the App for Transactions related to illegal activities or in a manner that would infringe any applicable laws or regulations.

- ii. By accepting these T&Cs, YOU agree not to deceive EPI by knowingly concealing YOUR true Internet Protocol (IP) address, or by intentionally changing the associated settings, in order to deliberately circumvent the T&Cs, to deceive EPI about its true location, or to intentionally circumvent the security features that EPI has put in place to prevent fraud.
- iii. When YOU have changed your phone number YOU must follow one of the access recovery paths provided in the App to recover access to the App.

### 6.3 Specific provision regarding Content sharing

6.3.1 YOU agree to respect all the laws and regulations in force and in particular not to share or publish Contents:

- i. undermining in any way the rights that third parties, natural or legal persons, could hold in particular as regards Intellectual Property Rights, the right to the image or the right to privacy;
- ii. discriminating, abusive, defamatory or racist, likely to undermine respect for the human person, its dignity, violent or pornographic, constituting an apology for crimes against humanity, denial of genocide, incitement to violence, racial hatred or child pornography, offensive to public decency;
- iii. likely to endanger other users in any way;
- iv. encouraging the commission of crimes and/or offences or inciting the consumption of prohibited substances;
- v. constituting advertising of any kind for advice or services or for the marketing of goods;
- vi. likely to lead to harassment of any kind (moral pressure, insults, threats) of another user or users and/or to collect and store Personal Data relating to them.

6.3.2 YOU are advised that in all these cases, WE will provide, upon request of a competent judicial authority, all information allowing or facilitating the identification of a user who does not respect the aforementioned prohibitions, as well as the IP addresses and connection times if they are still in its possession. YOU are also advised that WE reserve the right to communicate to the competent authorities any Content that is clearly illegal.

6.3.3 YOU declare that YOU are the owner of the Intellectual Property Rights relating to the Content that YOU publish on the App or that YOU hold the necessary authorisations to publish said Content on the App. YOU shall not copy, reproduce, or otherwise use Content relating to other users other than for the strict purpose of using the Wero Solution for personal and private purposes.

## 7.0 Fees and charges

7.1 WE do not charge YOU for the use of the Wero Solution, which is provided to YOU free of charge.

7.2 The Acceptor or the Eligible ASPSP may charge YOU at their own discretion for certain services independent of the Wero Solution and Wero Transactions. EPI cannot be held responsible for any fees and charges applied by the Acceptor and/or the Eligible ASPSP and invoiced to YOU.

7.3 The USER's mobile network provider and/or internet service provider may charge costs when using the EPI App, which are at the USER's expense.

## 8.0 Security and Confidentiality

### 8.1 EPI's undertakings

8.1.1 As provider of Payment Initiation Services and Account Information Services carrying out activities authorised and supervised by the NBB, WE consider security as OUR main priority. As such, WE implement and undertake to maintain appropriate technical and organisational security measures in accordance with the highest and most proven standards of IT security. WE use high level encryption algorithms to guarantee the integrity of the Data and are regularly audited by independent companies recognised in the field of IT security.

8.1.2 EPI is bound by a professional secrecy obligation. As such, WE undertake to put in place all necessary measures to ensure the confidentiality of YOUR Data. However, this secrecy may be lifted at YOUR express request or with YOUR express authorisation on a case-by-case basis or, in accordance with the law and international conventions, in particular at the request of the guardianship authorities, the tax or customs administration, as well as that of a criminal or judicial authority.

### 8.2 USER's undertakings

8.2.1 In order to benefit from the Wero Solution, YOU agree to comply with the instructions and requirements provided by US to ensure the security of YOUR Data, YOUR Wero Transactions and the Wero Solution. In particular, YOU agree to comply with the Strong Customer Authentication requirements whenever requested by US through the App.

8.2.2 You are responsible for maintaining the confidentiality and security of YOUR Personalised Security Credentials. Whenever YOU use the App, especially to initiate an Wero Transaction, YOU must ensure that you are in a secure environment. In the case of remote payments, YOU undertake to ensure that the payment platform used by the Acceptor is secure.

8.2.3 In order to use the App, YOU undertake to not to commit any act likely to jeopardise the security of EPI's information systems.

8.2.4 YOU shall immediately notify US of any unauthorised use of or the Wero Solution, suspected fraudulent access to YOUR account in the App or any other security breach, such as, but not limited to, loss, theft, or misappropriation of YOUR Device, accidental disclosure of your Personalised Security Credentials or any compromise of Data. Such notification must be made in accordance with Section 14.0 below.

8.2.5 Communication with EPI is only done through secure channels. For example, WE never request Sensitive Payment Data or other confidential Data. If YOU have any doubts about the legitimacy of a request to provide confidential data, YOU are advised not to provide such data and to contact US immediately.

## 9.0 Anti-Money Laundering and Fraud

### 9.1 Anti-money laundering and terrorist financing

9.1.1 As a Belgian payment institution subject to the law of 18 September 2017 on the prevention of money laundering and terrorist financing and on the restriction of the use of cash (the "AML Law") and any regulations made pursuant to it (together, the "AML Legislation"), EPI is required to comply with certain anti-money laundering and anti-terrorist financing obligations and with certain obligations regarding financial embargoes and assets freezing.

9.1.2 In this respect, WE may carry out all the necessary steps to comply with our obligations to identify our customers ("Know Your Customer") and set up systems of surveillance, control, and limitation of the Services in order to fight against money laundering and terrorist financing and to comply with rules regarding financial

embargoes and assets freezing. WE are also required to exercise ongoing due diligence over the business relationship, in accordance with the AML Legislation, including scrutiny of Transactions undertaken throughout the course of the business relationship ensuring that they are consistent with our knowledge of YOU, and ensuring that this knowledge remains up-to-date. As such, WE may implement monitoring systems and in the event of Transactions that appear to be inconsistent or suspicious, unusual or exceptional, WE may inquire as to the origin or destination of the funds, the purpose and nature of the Transaction, the identity of the payee and WE may require any other information or document relevant to comply with OUR legal obligations. To the extent permitted or required by law, WE reserve the right not to initiate the Wero Transaction or to terminate our contractual relationship, if we are not able to comply with OUR legal obligations under the AML Legislation.

9.1.3 Therefore, YOU agree to provide US, upon request, all information as WE may reasonably require to comply with OUR obligations under the AML Legislation and you represent and warrant that the documents, information and/or certifications YOU provide to US before and throughout the performance of the Services, are, as of the date they are provided, accurate, regular, and truthful. WE remind YOU that any failure to provide the information and documentation requested by us or any attempt to provide false information may require us not to allow you access to the Wero Solution, to terminate the contractual relationship, and / or to file a report before the competent authorities.

9.1.4 YOU acknowledge that EPI may issue reports to the competent authorities, voluntarily (suspicious transaction reporting) or upon request (response to judicial or administrative requests). Thus, no criminal prosecution and no civil liability action can be brought against EPI, its managers or its employees who have made in good faith the declarations required to be made under the AML Legislation.

## 9.2 Politically Exposed Persons

9.2.1 As part of OUR anti money laundering and terrorist financing obligations, WE are required to apply additional due diligence measures to politically exposed persons, as defined in Article 4, 28° of the AML Law ("PEPs") due to the particular risks they and/or their close relatives face in terms of financial support for terrorism, attempted bribery or the circulation of money of fraudulent origin for money laundering purposes. In view of this higher risk, WE are required to apply increased control and enhanced due diligence measures.

9.2.2 Consequently, any USER qualifying as a PEPs undertakes to inform US thereof in good time and to provide US with all additional information or documentation as WE may reasonably require to enable US to comply with OUR obligations under the AML Legislation.

## 9.3 Preventing fraud and risks of non-payment

9.3.1 The USER hereby acknowledges and agrees that WE may implement safeguards to prevent and detect payment fraud and to limit the risk of non-payment.

9.3.2 In this respect, in case of suspicion of fraud or important risk of non-payment, WE may set up limitation of the Services.

## 10.0 Data Protection

10.1 In order to execute the T&C and to provide the Wero Solution, WE, as a data controller, process YOUR Personal Data. In this respect, WE undertake to fully comply with the applicable Data Protection Laws and will process Your personal data in accordance with the Wero App Privacy Policy which is available in the App and on Wero Solution website at the following address: [www.wero-wallet.eu](http://www.wero-wallet.eu).

10.2 Therefore, by accepting these T&C, YOU acknowledge that you have read and agree to the EPI Data protection policy which describes:

- i. How WE collect, use and share Personal Data submitted directly by YOU and or collected indirectly by US during YOUR use of the Wero Solution;
- ii. YOUR rights on YOUR Personal Data and how to enforce them.

10.3 In accordance with the legislation on the fight against money laundering and the financing of terrorism WE are required to keep the Personal Data processed for this purpose in intermediate storage for a period of five years from the end of the contractual relationship and, in the case of data relating to Wero Transactions, five years from their execution.

## 11.0 Intellectual Property

11.1 The T&Cs do not confer to YOU any Intellectual Property Rights on the App, the Wero Solution, the EPI Mark and the elements composing it or made available to YOU, including software, applications, brands, interfaces, databases, know-how, data, texts, presentations, illustrations, computer programs, animations, and any other information made available to YOU (hereinafter referred to as the "**Elements**"). As such, the App, the Wero Solution, the EPI Mark and the Elements are and remain either OUR exclusive property, or subject to a license granted to US by a third party holding these rights.

11.2 YOU agree that YOU are not allowed to reproduce, represent, distribute, modify, translate and/or adapt, partially or totally, the App, the Wero Solution, the EPI Mark or any of the Elements without the prior written consent of EPI and are forbidden to do anything that could directly or indirectly infringe the Intellectual Property Rights of EPI on the App, the Wero Solution, the EPI Mark or any of the Elements.

11.3 WE grant YOU a limited, personal, non-exclusive, non-transferable, non-sublicensable and terminable right to use the App and the Wero Solution solely for the purposes of benefitting from and using the Services. YOU acknowledge that the sole use of the App and the Wero Solution does not entitle YOU to claim any Intellectual Property Rights of any kind thereon.

## 12.0 Liability

### 12.1 General

Nothing in these T&Cs will have the effect of limiting or restriction OUR liability to YOU in case of:

- i. fraud / intent by us or by any person for whom we are responsible;
- ii. gross negligence by us or by any person for whom we are responsible; or
- iii. negligence by us or by any person for whom we are responsible which has affected YOUR life or physical integrity.

### 12.2 Execution of Wero Transactions

- i. In the context of the provision of the A2A Services, EPI's responsibility for unauthorised or incorrectly executed payment transactions is limited, whether it is acting as a payment service provider in connection with the Payment Initiation Services or a technical service provider for Eligible ASPSPs.

- ii. As far as A2A Services are concerned, EPI is only responsible for sending a payment instruction to the respective third party bank (or payment services provider) in accordance with the details provided by YOU and the payee (e.g. amount and recipient), but not responsible nor liable for the proper execution of the payment instructions by the respective bank (or payment services provider). For the avoidance of doubt, EPI is not liable in case a payment cannot be initiated or a payment cannot be processed or executed by the Eligible ASPSP because the USER account is blocked (for whichever reason), a lack or unavailability of funds or any other valid ground. YOU may turn to your Eligible ASPSP in case YOU have a claim on a refund or further financial compensation due to non-execution, incorrect, defective, late or unauthorised payments. Please refer to your Eligible ASPSP's terms and conditions for more information.
- iii. If EPI initiates payments in accordance with YOUR instructions, WE are not liable to refund YOU if YOU selected a wrong merchant or User to receive a payment or inserted a wrong amount.
- iv. In the absence of any default or negligence on our part, WE shall not have any liability towards YOU for any unexecuted, incorrectly or belatedly executed, or unauthorised Wero Transactions.

### 12.3 Availability of Services

12.3.1 WE will use OUR best efforts to ensure the continuity of the Services. Without prejudice to Section 12.1 above, WE shall not be liable to YOU for any malfunction, error or interruption of the Service when WE have taken all necessary measures at OUR disposal to remedy such malfunction.

12.3.2 Without prejudice to Section 12.1 above, WE cannot be held liable in case of damage caused to YOU resulting from an external cause not linked to the provision of the Services, not attributable to US and independent of US. This may include any damage resulting from the following events:

- i. Any reject by the Eligible ASPSP of the enrolment of YOUR Account in the App;
- ii. Any loss due to a breakdown or technical failure of the device used by YOU on which the App is installed;
- iii. Any fault, any abusive or fraudulent use of the Services or any non-compliance with the T&C by YOU;
- iv. Any failure of one of the third-party entities involved in the payment chain, including but not limited to payment servers and systems, bank verification and authentication systems, SEPA transfer systems of payment service providers, interbank transfer systems, and flow processing systems, for whom WE are not responsible;
- v. A malfunction of the internet network, the telecommunications network or the electrical network, unless these malfunctions can be attributed to US;
- vi. A malfunction related to the functioning of the Acceptor's website, point of sale device and/or information systems;
- vii. Any refusal of the Wero Transaction by the Eligible ASPSP, including in the event that the limits applied by the Eligible ASPSP are exceeded, unless such refusal is caused by US;
- viii. Loss, theft, misappropriation or unauthorised use of YOUR Device, disclosure of your Personalised Security Credentials or any unauthorised access or compromise of Data not attributable to a breach of OUR security obligations and commitments;
- ix. Without prejudice to OUR obligations under the AML Legislation, any transmission of incorrect information by the USER, the Acceptor or the Eligible ASPSP to US, including documents and proofs requested by US in the context of the fight against money laundering and terrorist financing.

12.3.3 YOU acknowledge that YOUR access to the Wero Solution and/or the App may be restricted from time to time to allow for bug fixes, maintenance or the introduction of new features or services. Any such restriction will be notified in advance, where reasonably possible, and will not exceed the time reasonably required to



implement such bug fixes, carry out such maintenance or introduce such new features or services.

1.3.4 While WE make OUR best efforts to maximise compatibility, WE cannot guarantee that the Wero Solution will work with all existing terminals. It is YOUR responsibility to be equipped with a device that is compatible with the App and to have installed the necessary updates for the proper functioning of the App and the Wero Solution. In addition, WE are not liable for any disputes that may arise between YOU and the device provider or in the use of fixed or wireless telecommunications networks and YOUR service providers.

#### 12.4 Commercial disputes

- i. YOU acknowledge that WE do not intervene in any way in the commercial and contractual relations and possible disputes, commercial or not, between YOU and a Person and/or an Acceptor.
- ii. WE do not exercise any control over the conformity, safety, legality, characteristics and appropriateness of the goods and services sold by an Acceptor.

#### 12.5 Anti-money laundering and terrorism financing

Without prejudice to Section 12.1 above, we expressly decline any responsibility for direct and indirect consequences related to measures that WE could be required to take to comply with OUR legal and regulatory obligations, in particular in terms of anti-money laundering and financing of terrorism, financial embargoes and asset freezing, and WE shall not be held responsible for any delays in execution that may occur as a result thereof.

#### 12.6 Content hosting

12.6.1 WE host public communication areas that allow USERS to distribute Content, as defined in Section 6.3 above ("Specific provision regarding Content sharing") of the T&Cs. These public communication areas are places over which WE have no control and on which only USERS can publish. Consequently, WE cannot be considered as having the quality of editor of the Content but exclusively that of host, within the meaning of Article XII.19 of the CEL.

12.6.2 As such, WE do not perform a general surveillance of the Content. However, as soon as the allegedly illicit character of certain Content is reported to US, WE promptly implement the necessary measures to report such Content to the public prosecutor and to ensure that the Content is no longer accessible. In this regard, WE reserve the right to remove or suspend access to any Content following receipt of a notification or if WE have actual knowledge of the illegal nature of the Content. Without prejudice to Section 12.1 above, OUR liability will not be engaged in any way because of any such action.

12.6.3 In accordance with Article XII.19 of the CEL, WE are not liable for the Content we host, insofar as we have no actual knowledge of the illicit nature of the Content concerned and WE acted promptly to remove this Content or make it impossible to access upon becoming aware of its illicit nature.

#### 12.7 Force majeure

12.7.1 EPI shall not be liable in the event of any failure to comply with its obligations hereunder as a result of force majeure, which is defined as an external, unforeseeable and irresistible event, beyond the control of EPI, which could not be reasonably foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, and which prevents the performance of its obligation by EPI.

## 13.0 Duration and Termination

13.1 These T&Cs are entered into for an indefinite duration. Unless otherwise provided by law, YOU may at any time and without cause give notice via the App that YOU wish to terminate the T&Cs. Within 15 Business Days of such notice being given, your user profile will be deactivated, at which point in time the T&Cs be terminated and cease to apply, except for those provisions which are expressed or intended to survive such termination.

13.2 In accordance with applicable law, WE may terminate the T&Cs, at no cost to YOU and without giving any reason, by simply notifying YOU on a durable medium and by giving at least a two-month notice period. Such termination notice shall be effective on the date specified therein.

13.3 However, in derogation of Section 13.2 above, WE may terminate the T&Cs with immediate effect if there is reasonable cause which makes it unacceptable to US to continue the T&Cs, also after having given consideration to YOUR legitimate concerns. Reasonable cause will be deemed to exist in the following circumstances:

- i. In case of serious misconduct from YOU (including physical or verbal abuse, threats or insults to an EPI employee);
- ii. If WE are required to terminate the T&Cs under the AML Legislation and/or where necessary to comply with OUR obligations under the AML Legislation;
- iii. If YOU provide false, inaccurate, expired, forged or stolen documents or if you act fraudulently; or
- iv. If YOU fail to comply with any of YOUR obligations under Section 3.0 of the T&Cs.

13.4 In addition, in derogation of Section 13.2 above, we shall also be permitted to terminate the T&Cs in case of a breach by YOU of the T&Cs which is not covered by Section 13.3 above, after expiry without result of a reasonable period of time fixed for corrective action by YOU or after a warning to YOU which has proven unsuccessful, unless this provision can be dispensed with owing to the special features of a particular case.

13.5 Any termination of the T&Cs on the basis of this Section 13.3 and/or 13.4 will be notified to YOU and will take effect on the date stated therein.

13.6 Following the termination of the T&Cs, YOU will no longer have access to the App and to the Wero Solution.

## 14.0 Reporting and Claims

14.1 Reporting in case of unauthorized or incorrectly executed Wero Transactions

14.1.1 When an Wero Transaction initiated via the Payment Initiation Services has not been executed, has been incorrectly executed, or has not been authorised by YOU, YOU must notify your Eligible ASPSP without delay after becoming aware of the Wero Transaction and no later than 13 (thirteen) months from the debit date of the relevant Wero Transaction, in accordance with Article VII.41 of the CEL, and as the case may be obtain rectification of the Wero Transaction from your Eligible ASPSP. Please refer to the terms and conditions of your Eligible ASPSP for more information.

14.1.2 Reporting in case of loss, theft or misappropriation of YOUR Device or accidental disclosure of your Personalised Security Credentials.

14.1.3 When YOU become aware of the loss, theft, misappropriation or unauthorised use of YOUR Device or accidental disclosure of your Personalised Security Credentials, YOU must notify us without undue delay on becoming aware thereof and request the blocking of your account on the App and the Wero Solution via the

Wero Solution website at [www.wero-wallet.eu](http://www.wero-wallet.eu).

14.1.4 Upon receipt of such notification, WE will block YOUR account on the App and the Wero Solution, in accordance with Section 15.0 (“Blocking”).

14.1.5 The unblocking of the Wero Solution can be done after analysis by OUR services and in consultation with YOU.

## 14.2 Claims and complaints

14.2.1 If YOU have any questions or experience any issue of a technical, administrative or commercial nature, or if YOU have any claim relating to the use of the App and the Wero Solution, please first contact EPI Support in the App.

14.2.2 If the EPI Support team is not able to provide a satisfactory response or solution to YOUR question, issue or claim, YOU can file a complaint with OUR Negotiator via email, using the following email address: [negotiator@epicompany.eu](mailto:negotiator@epicompany.eu) notice being given, your user profile will be deactivated, at which point in time the T&Cs be terminated and cease to apply, except for those provisions which are expressed or intended to survive such termination.

14.2.3 In accordance with applicable law, WE may terminate the T&Cs, at no cost to YOU and without giving any reason, by simply notifying YOU on a durable medium and by giving at least a two-month notice period. Such termination notice shall be effective on the date specified therein.

14.2.4 However, in derogation of Section 13.2 above, WE may terminate the T&Cs with immediate effect if there is reasonable cause which makes it unacceptable to US to continue the T&Cs, also after having given consideration

14.2.5 When YOU have filed a complaint, WE will use OUR best efforts to acknowledge receipt of YOUR complaint and to provide a definitive answer to the USER as soon as reasonably possible, taking into account the nature and complexity of YOUR complaint. WE may request any document (proof, written statement, etc.) supporting YOUR complaint, and the time needed to consider YOUR complaint will depend on how quickly you can provide these documents. WE will keep YOU regularly informed of the processing of YOUR complaint.

14.2.6 WE undertake on a best-efforts basis to respond to your complaint within fifteen (15) Business Days of its receipt. In exceptional circumstances where WE are not able to respond within fifteen (15) Business Days for reasons which are beyond our control, we will request an extension of the response period, indicating the reasons for the delay and specifying the new deadline, which will not exceed thirty-five (35) Business Days.

## 14.3 Reporting of abusive or illicit Content

14.3.1 If YOU find or believe that any Content in the App is abusive or illicit, YOU can report such Content to EPI, by contacting EPI Support in the App.

14.3.2 All reports of abusive or illicit Content must include the following information: (i) the date of the report, (ii) a description of the abusive or illicit Content and its precise location, and (iii) the reasons why the content must be removed.

14.3.3 Any report of Content abusively presented as violating a legal provision for the sole purpose of obtaining its removal may expose the author of such report to civil and/or criminal sanctions.

## 15.0 Blocking

15.1 WE may temporarily refuse to perform additional A2A Services in the event that the amount of YOUR Wero Transactions within a given period, either individually or in aggregate, exceeds the applicable A2A Service limits mentioned in Section 16.0 (“A2A Services limits”) of the T&Cs.

15.2 We also reserve the right to block the App without prior notice or right to compensation:

- i. For reasons relating to the security of the App;
- ii. In case of suspected unauthorised or fraudulent use of the App.

This may include:

- i. cases where such action would be required to ensure OUR compliance with any applicable laws and regulations (including the AML Legislation); and/or
- ii. instances where YOU have failed to comply with YOUR obligations and commitments under the T&Cs.

15.3 When WE decide to block the App in accordance with this Section 15.2, WE will notify YOU thereof and of the reasons for such blocking in advance via the App, unless doing so would compromise objectively justified security reasons or would be prohibited by law, in which case we will notify you immediately thereafter.

15.4 WE will unblock the App once the reasons for blocking no longer exist. To request the unblocking of the Wero Solution, YOU may contact EPI support.

## 16.0 A2A Services limits

16.1 The spending limits for the Wero Transactions executed through the App are those defined by Your Eligible ASPSP.

## 17.0 Modification of the T&Cs

17.1 The T&Cs may evolve and be modified by EPI. In accordance with Article VII.24 of the CEL, WE will inform YOU of any modifications to the T&Cs via email or via text message, sent to the personal email address or phone number provided by YOU at the time of YOUR enrolment to the Wero Solution, at the latest two (2) months before the effective date of such modifications. The modifications so notified to YOU will take effect only if accepted by YOU.

17.2 If YOU reject the modifications notified to YOU in accordance with Section 17.1, YOU will be entitled to terminate the T&Cs at any time without charge and with immediate effect prior to the effective date of the proposed modifications. This termination does not affect any operations carried out prior to such termination that will be completed in accordance with the then applicable version of the T&Cs. If YOU have not made use of YOUR right to terminate the T&Cs prior to the effective date of the proposed modifications, then the T&Cs will terminate automatically and without further notice on the effective date of these proposed modifications. Following the termination of the T&Cs, YOU will no longer have access to the App and to the Wero Solution.

17.3 Notwithstanding the above, if YOU do not reject the modifications notified to YOU in accordance with

Section 17.1 prior to their effective date, YOUR silence shall be construed as acceptance (implied consent) of such modifications, if these modifications are strictly required by any legislative or regulatory measure, such as any interpretation of a legal or regulatory rule by a competent authority, and EPI is under a legal obligation to comply with them without delay. WE shall advise YOU of the consequences of remaining silent when notifying the proposed modifications to YOU.

## **18.0 General provisions**

18.1 The USER may at any time download a free copy of these T&Cs on a durable medium (PDF format), available in the App.

18.2 Without prejudice to Section 13.1, the USER is informed that the withdrawal period of fourteen (14) days provided for in Article VI.47 of the CEL is applicable in accordance with the provisions of the CEL.

18.3 The T&Cs, as well as the rights and obligations related to it, cannot be assigned, conceded, delegated, transferred in any way whatsoever, in whole or in part, whether in return for payment or free of charge, by the USER, without the prior written consent of EPI.

18.4 In the event that any of the provisions of the T&Cs are deemed invalid by virtue of a legal principle, law, regulation or invalidation by a court decision, the parties agree that the remaining provisions of the T&Cs shall remain in force.

18.5 Unless otherwise provided, the fact that one of the parties has not required the application of any provision of the T&Cs shall not be considered as a waiver of the rights of that provision under the said provision.

## **19.0 Contact & Communications**

19.1 The EPI support service is available from Monday to Friday in the App.

19.2 In order to ensure a prompt processing of complaints and to preserve the environment, WE encourage responses to complaints through the App.

19.3 When WE wish to transmit information to YOU, WE may use different means of communication such as notifications on the Device, notifications within the App, emails or sms. You may at any time, via the App, enable or disable certain means of communication or the communication of certain information.

## **20.0 Amicable settlement and mediation**

20.1 In the event of a dispute between YOU and WE in relation to the execution of the T&C and the provision of

the Wero Solution, YOU and WE will endeavour to find an amicable solution to the dispute.

20.2 In application of Article VII.56 of the CEL, if YOUR complaint has not been satisfactorily resolved pursuant to the complaints procedure set out in Section 14.3 and if YOU meet the eligibility criteria, YOU can file a complaint directly and free of charge with the following ombudsman: Ombudsfin, North Gate II, Koning Albert II-laan 8 bus 2, 1000 Brussel, Ombudsman@Ombudsfin.be, tel.: +32.2.545.77.70. More information on the procedure to be followed can be found on the following link: <https://www.ombudsfin.be/en/procedure>.

20.3 It is specified that the recourse to the ombudsman by the USER remains optional and does not constitute a necessary prerequisite for referral to a judge.