



General Terms & Conditions

itsme app

1. ACCEPTANCE OF THE GENERAL TERMS & CONDITIONS

These General Terms & Conditions govern Belgian Mobile ID's offer of the itsme App and the services related thereto.

The itsme App is offered by Belgian Mobile ID S.A./N.V. and is free of charge. The itsme App is available to all smartphone users aged 18 or over (referred to as "You" or the "User") with a mobile data subscription from any Belgian telecom operator.

Please read these General Terms & Conditions carefully before registering or using the itsme App and keep them for your records. By fully installing, registering, using and/or accessing the itsme App, you confirm that you are legally bound by these General Terms & Conditions, as amended from time to time.

If you do not agree with any of these General Terms & Conditions, please refrain from or cease installing, using or accessing the itsme App and the services related thereto.

Please bear in mind that, the use of certain functionalities offered by the itsme App may be further subject to additional terms and conditions related to tangential services. Please consult those terms and conditions for any question thereupon.

These General Terms & Conditions are available in English, French, Dutch and German. All language versions have the same legal value. The itsme App service is offered by Belgian Mobile ID, <https://www.belgianmobileid.be/>, having its registered seat at Place Sainte-Gudule / Sint-Goedeplein 5, 1000 Brussels, Belgium (BCE Nr. 0541.659.084), VAT number BE 541.659.084.

2. DEFINITIONS

The capitalized terms in these General Terms & Conditions shall have the following meaning:

- **Agreement or General Terms & Conditions:** the present General Terms & Conditions (including the corresponding Privacy Policy) between You as the User and Belgian Mobile ID
- **Belgian Mobile ID :** Belgian Mobile ID S.A./N.V., having its registered seat at Place Sainte-Gudule / Sint-Goedeplein 5, 1000 Brussels, Belgium, BCE Nr. 0541.659.084.
- **Device:** the mobile phone with which You use the itsme App.
- **User / You / Your:** you, in your capacity as the user of the itsme App.
- **SIM Controller:** your mobile network operator
- **Identity Registrar:** the entity through which you created your itsme account (in the case where this was not done through BM-ID)
- **Service Provider:** any entity which accepts that You use the itsme App to login, register or approve a transaction with them.
- **itsme Code:** personal and confidential identification code allowing You to identify yourself.



- **itsme App:** the application for Android or iOS mobile devices (i.e. mobile phones, tablets or any similar device as they become available from time to time) offered by Belgian Mobile ID as described below.
- **itsme Account:** Your personal user account allowing You to use the itsme App.
- **itsme Brand:** the itsme word and figurative trademarks registered in the Register of the Office for harmonization in the Internal Market (OHIM) under filing number 01 57 61 752 and in the Register of the Benelux Office for Intellectual Property under numbers 99 42 30 and 99 42 31 and all names, logos, trade names, logotypes, trade designations, and other designations, symbols, and marks, that Belgian Mobile ID and/or its affiliated companies own, manage, license, or otherwise control now or in the future, anywhere in the world, whether registered or not.

3. DESCRIPTION OF THE ITSME APP

3.1. General

The itsme App is a mobile application for Android and iOS mobile devices offering a range of services and functionalities, which allows you to securely carry out internet transactions with itsme Service Providers.

3.2. Availability of the itsme App's Services

The availability of the different services and functionalities offered through the itsme App can vary from time to time, among others (but not limited to) depending on the type of Device You use to access them or its operating system, the options chosen by the Service Providers with which You wish to use the itsme App, Your telecom operator or the SIM card You use.

The itsme App can only be used on websites or mobile applications accepting the use of the itsme App (as indicated by that website/mobile app); Belgian Mobile ID doesn't guarantee acceptance of the itsme App on a specific website or mobile app or more generally any acceptance rate of the itsme App and it will not be liable for the impossibility to use the itsme App with merchants that don't accept it.

3.3. The itsme App's Functionalities

The itsme App's functionalities enable You to register with, or into and approve transactions through websites and/or mobile applications offered by Service Providers:

- The register functionality allows You to share elements regarding your identity, your preferences or contact information (as stored by Us) directly to the Service Provider when registering with such Service Provider for the first time.
- The login functionality enables You to log into a mobile application or website of a Service Provider using the itsme App.
- The approval functionality enables You to approve transactions with a Service Provider using the itsme App (for instance, confirmation of an order on a retailer's website or of a credit transfer initiated through Your mobile banking app).

You will be informed via the itsme App of the addition of any future services or functionalities.

The itsme App's functionalities may vary from time to time. Should a new service or functionality be made available, You will be informed thereof and You will be free to decide to make use of it or not.

3.4. Right of withdrawal

By creating your itsme Account You request that the services start as from that time. As a consequence, You cannot technically withdraw from Your order of the itsme App. However, You can always cease to use the App at any time or definitely terminate the Agreement – in which case you can follow the procedure described in Chapter 13 below.



4. SIGNING UP FOR AND ACCESSING THE ITSME APP

4.1. Enrolment with the itsme app

In order to use the itsme App, You must create Your itsme Account. This should be done by following the steps described below.

- Step 1 - Download the itsme App

You must first download the itsme App on Your mobile phone via the App Store or Google Play Store as made available in Belgium. You can only create one itsme Account.

- Step 2 - Create an itsme Account

You can create Your itsme Account either via one of our Identity Registrars or via our website (by reading your e-ID card and entering your e-ID code). We will need to receive the following minimum information to create Your itsme Account (either via the Identity Registrar or directly from You):

- name (first and last name)
- gender;
- legal address;
- mobile telephone number;
- date and place of birth;
- Nationality;
- Language;
- National register number (except if you do not want to use the itsme App to access websites or mobile applications offered by public services)
- E-ID card number;
- Phone number.

Once this information has been completed, You will be invited to accept the present General Terms & Conditions (including the corresponding Privacy Policy), which once accepted will form the Agreement between You and Belgian Mobile ID.

The Agreement is available in Dutch, French, German and English. After the acceptance of the present General Terms & Conditions (including the corresponding Privacy Policy), Belgian Mobile ID will register You in its database and will send You a one-time code by SMS.

- Step 3 - Security provisioning and finalising the installation of the itsme App

You will be requested to insert the code received by SMS after having accepted the General Terms & Conditions and the Privacy Policy. This step can be completed successfully only by the person having received the SMS. At the end of this step, You will be prompted to choose Your personal itsme code (please be sure to read the precautionary instructions for the creation of the itsme Code). Once You have chosen and successfully implemented Your itsme Code, Your itsme Account will be created.

If You intend to use Your fingerprint as a means of identification in the App, You must ensure and guarantee that only Your own fingerprints are registered on the Device. For further information on the processing of Your fingerprint, we refer to our Privacy Policy.

During the above described process, whenever asked to provide information, You will be given several opportunities to check and correct errors for any input you provide to us and to review the submitted information before confirming its accuracy. By submitting the information and confirming its accuracy, You are acknowledging that all information is accurate and that You have read understood and accepted the corresponding General Terms & Conditions and the Privacy Policy.

At the end of step 2, provided that You provided Us with an email address, We will send an email to that e-mail address acknowledging receipt of Your registration and the creation of Your itsme Account.



- Step 4 – Binding of your SIM card and Device to Your account

After completing this step 3 we will check if your SIM Card is compatible with the itsme App and depending on the SIM status and the availability of the SIM binding application, the itsme App will start the SIM activation process.

As soon as the App detects that Your SIM card is compatible with the itsme App, You will be presented with new screens containing the instructions for the SIM binding process. If You choose to continue the SIM activation process, You will receive a one-time verification code via a technical SMS, and will be requested to enter that code into the itsme App then confirm the activation by entering Your itsme Code. Once this is done, the device on which You confirmed the SIM activation and the SIM card used therefore will be linked to Your account and You will access additional functionalities of the itsme App.

Please note that as long as step 4 hasn't been completed, some functionalities of the itsme App won't be available to You for security reasons (depending on the Service Provider, You could for instance not be allowed to approve a transaction with such Service Provider).

4.2. Access to and use of the itsme App

Access to and use of the itsme App is only allowed for natural persons above 18 years and who have a Belgian mobile telephone number (country code: + 32) and who are registered with the Belgian National Register.

The access to Your itsme Account will be blocked once You have entered an incorrect itsme Code three (3) consecutive times. To unblock Your itsme Account, You will have to re-activate the itsme App.

Belgian Mobile ID reserves the right to deactivate or suspend Your itsme Account and subsequently to refuse access to Your itsme Account at any time in the event of technical issues, suspicion of improper or fraudulent use or for any other objective security reason.

To download and use the itsme App, You understand and agree that you must at all times comply with the General Terms & Conditions, all applicable laws, rules and regulations in using the itsme App. You will not allow any other party to use the itsme App for or in connection to any illegal purpose or activity.

4.3. Re-enrolment in specific cases

You will be requested to go through one or several steps of the enrolment process described above in case You wish to use the itsme App (i) with another Device, (ii) with another mobile phone number; (iii) with another SIM Card; or (iv) in case Your account has been blocked in accordance with these Terms and Conditions.

5. SECURITY

5.1. Security measures

You acknowledge and accept that a secured mobile phone is a basic requirement to obtain access to and use of the itsme App and that neither Belgian Mobile ID nor its subcontractors can be held liable for any security risk that is caused by Your mobile phone, browser, operating system, internet connection, firewall, network, etc.

You shall take all reasonable measures to ensure that the itsme App on Your mobile Device is used in accordance with the security rules on correct internet conduct and secured equipment and to the extent applicable, secured (WIFI) networks.

As mentioned above, Belgian Mobile ID reserves the right to deactivate or suspend Your itsme Account, and subsequently to refuse access to Your itsme Account at any time in the event of technical issues, suspicion of improper or fraudulent use or for any other objective security reason.



5.2. Precautionary measures

Belgian Mobile ID requires that You implement appropriate precautionary measures for the use of the itsme App as described in further detail below in this Chapter.

5.2.1. Precautionary measures regarding the itsme Code (non-limitative list)

The itsme Code You select is strictly personal and confidential and should be kept safely guarded. You must take all reasonable measures to keep Your itsme Code safe and You must observe the following safety requirements:

- You should keep Your itsme Code secret: You shall not disclose it to anyone else, not even a family member, a friend or anyone, even if you think that he/she is acting with the best of intentions. No one – including Your bank, police authorities or insurance companies – has any legal right to ask for Your itsme Code, therefore You should not disclose it to anyone;
- You should never write the itsme Code down, not even in coded form (by disguising it as a telephone number, for instance);
- When entering the itsme Code in the App, You must do so discreetly. You should always ensure that the itsme Code cannot be seen without Your knowledge. If You notice anything out of the ordinary, You should inform Belgian Mobile ID immediately through the channels made available on <https://www.itsme.be/en/faq> and in accordance with the instructions provided.

When choosing Your itsme Code, You must choose a secure Code, avoiding any combinations that are obvious (for instance partly the same Code for accessing the itsme App as for Your bank card or for accessing Your Device, part of a date of birth, a telephone number, a postcode, etc.). If You have reason to believe that someone else knows Your itsme Code, You should change it immediately. If it is no longer possible to access or use the itsme App with the itsme Code, You should contact Belgian Mobile ID immediately through the channels available at <https://www.itsme.be/en/faq> and in accordance with any instructions thereby described.

5.2.2. Precautionary measures relating to the Device (non-limitative list)

The following non-limitative list of measures should be observed at all times:

- Don't leave Your Device unsupervised;
- Never authorise a party to use your Device;
- Use antivirus software and a firewall;
- Keep Your operating systems and software up to date;
- Never download pirated or cracked software;
- Don't use jailbroken or rooted Devices;
- Don't click on popup windows or hyperlinks that tell you that Your Device is infected with a virus;
- Be careful with incoming email attachments;
- Use strong passwords (a strong password is comprised of upper- and lowercase text as well as (a) number(s) and (a) symbol(s));
- Be aware of what kind of information you share on social media sites;
- Notify Belgian Mobile ID as soon as You become aware of the loss or theft of Your Device or the risk of fraudulent use thereof;
- Notify the police of the loss or the theft of your Device within 24 hours of becoming aware of it.

You may not allow any other person than You (including Your spouse/partner, family members or friends) to use Your Device. Where You opt to register Your fingerprints for use of the itsme App, You must ensure that only Your own fingerprints are registered on Your Device and may not allow that fingerprints of any other person than You (including Your spouse/partner, children, family members and friends) are registered on it. If the fingerprints of others have been registered on Your Device, You undertake to remove them first before registering Your own fingerprints for use of the itsme App.



6. BLOCKING AND UNBLOCKING YOUR ACCOUNT AND CUSTOMER SUPPORT

As soon as You become aware of the loss, theft, unauthorised use or risk of unauthorised use of (i) Your Device, or of (ii) Your itsme Account itself, You must immediately block Your itsme Account. In order to block your itsme Account, You can:

- go to the website <https://www.itsme.be/en/block-account> and follow the instructions; or
- call the following phone number +32 (0) 2 657 32 13.

For any questions or issues regarding the itsme App, You are invited to consult the itsme website at <https://www.itsme.be/en/faq>, or to call the following phone number +32 (0) 2 657 32 13. In case of fraud or any suspicion of fraud in relation to the itsme App, You must immediately notify Belgian Mobile ID through these same channels.

If You have forgotten Your itsme code, You can obtain a new itsme code by blocking Your account and re-enrolling for the itsme App and services by following Steps 2 to 4 described in Chapter 4.1.

Should Your itsme Account have been blocked for any reason, You will be requested to unblock it by following the Enrolment Steps 2 to 4 as described in Chapter 4.1 above.

7. YOUR OBLIGATIONS

7.1. Basic obligations

You must use the itsme App in accordance with these General Terms & Conditions.

Your e-mail account and itsme Code are strictly personal. You must keep Your itsme Code strictly confidential and respect the security requirements described in the previous chapter.

You hereby confirm that You are the rightful holder of the mobile phone number and e-mail address that You provide. You confirm that You have sole access to this mobile phone number and e-mail address. You acknowledge that You are solely responsible for access to Your Device and e-mail address, and you agree that neither Belgian Mobile ID nor its subcontractors are liable for any verification of the link between You and the mobile phone number and/or e-mail address You provide.

You should only provide information when requested in signing up for the itsme App that is fully accurate.

You may not use the itsme App to reproduce, duplicate, copy, sell, resell, distribute, publish, or exploit for any commercial purpose the software, content, offers, experiences, products, or services provided by Belgian Mobile ID or obtained through the itsme App without obtaining Belgian Mobile ID's express, prior written consent. This restriction includes any attempt to incorporate any information from the itsme App into any other directory, product, or service.

In order to use the itsme App, You have to obtain and maintain all telephone, computer hardware and software, and telecommunication services, as well as pay all related charges.

You are exclusively responsible for maintaining the security of Your itsme Account including Your user name, e-mail address and itsme Code, the confidentiality of Your user name and itsme Code and ensure that any other means of access to the itsme App (such as fingerprints) be exclusively reserved to You. You are responsible for all activities conducted through Your itsme Account by You or anyone else. To the extent permitted by applicable law, neither Belgian Mobile ID nor its subcontractors will be liable for any loss or damages of any kind that may arise as a result of a third party using Your itsme Account, user name, e-mail address or itsme Code, either with or without Your consent, unless the use is a consequence of a failure from Belgian Mobile ID to honour his obligations. Within the same limitations, You may be held liable for any losses incurred by Belgian Mobile ID or its subcontractors or another party due to someone else using the above.

You may not act as a payment intermediary, aggregator or service bureau or otherwise resell the itsme App in whole or in part or on behalf of any third party, including without limitation the handling, processing, and transmission of funds for any third party.



7.2. Notification of loss, theft or any risk of fraudulent use and blocking your itsme Account

As soon as You become aware of the loss, theft, unauthorised use or risk of unauthorised use of (i) the Device You use to access Your itsme Account, or of (ii) Your itsme Account itself, You must immediately block Your itsme Account as indicated in Chapter 6 above.

You must immediately inform the relevant police authority in the place where the loss, theft, counterfeiting or unauthorised use occurred and/or Belgian Mobile ID, as appropriate, through the channels made available on <https://www.itsme.be/en/faq> and in accordance with the instructions provided thereon.

8. YOUR LIABILITY

8.1. General

You may be held liable to indemnify Belgian Mobile ID and its subcontractors for any damages suffered by them, including without limitation, reasonable attorneys' fees following from a : (i) violation of this Agreement by You; (ii) Your misuse of the itsme App and/or the itsme Account; and (iii) violation or infringement of copyright or other intellectual property or other rights of third parties in the context of the itsme App, including the itsme Account and the itsme Brand.

8.2. Gross negligence

The following non-exhaustive list of circumstances may, in Belgian Mobile ID's opinion, be deemed grossly negligent conduct by You, without the judge being bound by such qualifications:

- failure to choose an appropriately secure itsme Code, or to take the necessary precautionary measures to safeguard the itsme Code and/or the Device on which the itsme App is installed;
- failure to report the loss or the theft of the Device to the Belgian Mobile ID S.A./N.V. immediately after becoming aware thereof;
- recording of the itsme Code in a readable form on the Device or on an object or document that You keep or carry together with Your Device;
- disclosure of the itsme Code to a third party;
- allowing third parties to use the itsme App on Your Device;
- leaving Your Device with the itsme App installed on it and/or Your itsme Code unattended in public spaces;

Belgian Mobile ID reserves the right to terminate the Agreement in accordance with Chapter 13 below in case you commit any act of gross negligence and to obtain compensation for any damages suffered as a result of the gross negligence.

9. RIGHT TO USE AND INTELLECTUAL PROPERTY

Belgian Mobile ID and its licensors are the owner(s) or beneficiary(ies) of all intellectual property rights and know-how associated with the itsme App, including the itsme Brand. All copyrights, databank rights and software rights in all material contained on, in or available through the itsme App, including all information, data, text, music, sound, photographs, graphics and video messages, and all source codes, software compilations and other material is owned by Belgian Mobile ID or its licensors.

Belgian Mobile ID grants You - for the term of the Agreement - a non-transferable, non-sub-licensable, royalty-free, worldwide, non-exclusive license to use the itsme App for Your own personal purposes in accordance with these General Terms & Conditions. This license shall include any future updates made available to You from time to time, provided that You understand and accept that such updates may be subject to other pricing arrangements and additional terms and conditions in respect of which You will be notified at the time such update is made available.



Without prejudice to Your rights relating to the protection of computer programs, You may not:

- modify, translate or adapt any of the components of the itsme App (including any software associated to it) in any way;
- decompile or disassemble any of the components of the itsme App (including any software associated to it) in any way;
- copy any of the components of the itsme App (including any software associated to it) in any way, except to make a back-up copy;
- transfer, dispose of, grant as a sub-license, lease, lend or distribute any of the components of the itsme App (including any software associated to it) or documentation in any way to third parties;
- merge the itsme App or any component thereof into any other programs or create derivative works based on any component of the itsme App;
- use the itsme App in whole or in part or any confidential information relating thereto to create software that is functionally equivalent to the itsme App or any part thereof;
- use the itsme App in a way that may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm or injury to any person; and/or;
- remove, obscure or alter proprietary rights notices (including trademarks and copyrights notices) which may be affixed to or contained within the itsme App;

Belgian Mobile ID reserves the sole right to correct any errors in the software or documentation.

Nothing contained in the itsme App shall be construed as granting any license or right to make commercial use of any trademark, intellectual property right or copyrighted material of Belgian Mobile ID or its licensors without their prior written permission.

Should the itsme App contain elements of intellectual property belonging to third parties, Belgian Mobile ID shall arrange for such third party to grant You the necessary use rights.

You hereby undertake to immediately inform Belgian Mobile ID of any claim from any third party based on an alleged breach by Belgian Mobile ID of the intellectual rights of third parties as well as to provide all information and support related thereto. You hereby grant Belgian Mobile ID the right to conduct any legal proceedings and negotiations in connection with such a claim. In the event of such a claim, Belgian Mobile ID may, at its sole discretion (i) adapt the allegedly infringing component of the itsme App or services related thereto in order to remedy the alleged breach, (ii) obtain the right on Your behalf to continue using the relevant component, or, (iii) should Belgian Mobile ID be of the opinion that neither of those options can reasonably be achieved, terminate the Agreement.

10. BELGIAN MOBILEID'S OBLIGATIONS

10.1. Internal log

Belgian Mobile ID (or any of its subcontractors acting on its behalf) will keep an internal log of any activities related to Your use of the itsme App (including the creation of the itsme Account, the use of the itsme App, any blocking of the itsme Account and the deletion of the itsme Account). This data will be used by Belgian Mobile ID as proof in case of a dispute between You and Belgian Mobile ID regarding the performance of services by the itsme App, without prejudice to any evidence to the contrary that You may produce. Belgian Mobile ID will treat this internal log in accordance with applicable privacy laws, insofar personal data is included in this log. In case of termination of the Mobile ID Services or after a period of inactivity over two years, the enrolment data will be destroyed. Similarly, data relating to the operations You make with the itsme App will be archived for a period of ten years counting from the relevant operation, after which it will be destroyed. For more information on the processing of personal data pertaining to You, please see the itsme Privacy Policy at <https://www.itsme.be/en/app-privacy-policy>.

10.2. Continuity of the itsme App and the services related thereto

Belgian Mobile ID shall use all commercially reasonable efforts to ensure the continuity of the availability of the itsme App and the services related thereto. However, it may suspend access to the itsme App, without notice or compensation, for the purpose of maintenance or for any urgent circumstances (including in case of fraud or suspicion or risk of fraud). Even though Belgian Mobile ID will in principle notify You as soon as reasonably



possible of any interruption, Belgian Mobile ID cannot be held liable for any compensation in the case of the absence of such a notification.

Belgian Mobile ID cannot guarantee the continuous, uninterrupted or error-free functioning of the itsme App. The itsme App may be delayed, unavailable or inaccurate from time to time due to a variety of factors, including location, speed of the internet connection, technical reasons, maintenance or updates. The itsme App is available through Your Device when it is within the operating range of a wireless carrier. The quality of the services may also vary depending on the Device used.

11. LIABILITY, DISCLAIMER OF WARRANTIES

11.1. Scope of liability, Exclusions and Limitation of Liability

The duties and responsibilities of Belgian Mobile ID under this Agreement shall be limited to those expressly set forth and undertaken therein.

Belgian Mobile ID is not liable for any loss (*i.e.* loss, liability, cost, claim, damages, fees, charges and expenses including all legal and other professional fees and disbursements), direct or indirect arising out of:

- the malfunctioning of Your Device or of the telecommunication services or in general, of any third party software or hardware ;
- any reason beyond Belgian Mobile ID's control (including cases of Force Majeure). For the purposes of the Agreement, Force Majeure shall mean any unforeseen event which is beyond the reasonable control of Belgian Mobile ID or which may not be reasonably avoided and which prevents or delays performance, by Belgian Mobile ID or any person acting on its behalf, of any of its obligations under this Agreement, including natural disasters, outbreak or escalation of hostilities (whether or not war has been declared), hacking or internet attack that could not be prevented with reasonable security measures, or any other unlawful act against public order or authority, unpredictable acts of the authorities, strike or other labour dispute, government restraint, power or communications disruption, suspension of payments, insolvency, receivership, administration, bankruptcy or liquidation of any third party;
- non-compliance by You with the security precautions and/or instructions set forth in Chapters 5 and 7.2 above;
- the unavailability of the functionalities, mobile applications offered by Service Providers or by third parties;
- negligent, illegal, unethical, fraudulent or criminal acts or omissions of the itsme Service Providers and/or any third party;
- hacking and/or the spread of computer viruses, bugs or any other malware, malfunctions or errors.

Without limiting the foregoing, under no circumstances shall Belgian Mobile ID or its subcontractors be liable for:

- any indirect, incidental or consequential loss, including but not limited to, loss of or damage to clientele, loss of data, loss of earnings, loss of profits, disruption of business, claims from third parties, reputation or expected savings even if Belgian Mobile ID was advised or was otherwise aware or should have been aware of the possibility or likelihood of such losses and regardless of whether the cause of action is in contract or in tort (including negligence) or otherwise and regardless of whether any limited remedy provided hereunder is determined to fail in its essential purpose;
- any direct loss other than caused exclusively by Belgian Mobile ID's own gross negligence or wilful misconduct, save in the case of death or physical injury;

To the extent permitted by law and notwithstanding any provision contained in the Agreement to the contrary, the aggregate liability of Belgian Mobile ID under the Agreement for any and all losses suffered or incurred by You shall not exceed € 200.

This Chapter applies regardless of the legal grounds or nature of the claim.



11.2. Disclaimer of Warranties

While Belgian Mobile ID will use reasonable efforts to ensure that all information and documentation relating to the itsme App is correct, accuracy cannot be guaranteed and neither Belgian Mobile ID nor its subcontractors assume any responsibility or liability for the accuracy, completeness or authenticity of any information.

The itsme App and any of its components are provided on an "as available," "as is" basis. All warranties express or implied, are hereby disclaimed, including any warranty of merchantability, title/non-infringement, quality of information, or fitness for a particular purpose. No information obtained by You from Belgian Mobile ID or its subcontractors shall create any warranty not expressly stated herein. Without limitation and to the extent legally possible, Belgian Mobile ID and its subcontractors disclaim all warranties regarding the availability of the itsme App or related software except as expressly stated in the Agreement or regarding the fact that they will operate error-free, that defects will be corrected or that the software is free of viruses or other harmful components. Your use of the itsme App is at Your own risk, any content downloaded or otherwise obtained through the itsme App is provided at Your own risk, and You are solely responsible for any damage to Your computer system that may result from use of the itsme App, including without limitation, damage resulting from computer viruses.

11.3. Specific liability

Sections 11.1 and 11.2 hereabove apply without prejudice to Belgian Mobile ID potential liability under any specific regulation applicable to his activities (including the law of 18 July 2017 on the electronic identification and its implementing decree and the regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions).

12. PRODUCING EVIDENCE

The recording of telephone conversations made with the phone number as mentioned in Chapter 6 is subject to the provisions of the itsme Privacy Policy. These records may be used as proof of the content of the call, including for requests You make. In the event of dispute, they may be produced as evidence before the competent body to resolve the dispute.

As further described in its Privacy Policy, Belgian Mobile ID keeps records of the operations made with the App (register, login or approve a transaction) for ten (10) years after conclusion of the relevant operation, after which they are destroyed, unless Belgian Mobile ID is obliged to keep them for longer on essential legal grounds pursuant to regulations or on grounds of legitimate interest.

Unless You produce evidence of fraud or gross negligence on the part of Belgian Mobile ID, You bear any loss or damage arising from fraud or error resulting from any requests You may have made or confirm by fax, e-mail or any other electronic message system.

13. TERM OF THIS AGREEMENT AND TERMINATION

This Agreement is entered into for an unlimited term.

You may at any time terminate this Agreement with immediate effect without compensation.

Belgian Mobile ID may at any time terminate this Agreement or any of the services relating to the itsme App without compensation with one month prior notice to You.

Without prejudice to its other rights available by law or under the Agreement, Belgian Mobile ID may at its own discretion either terminate this Agreement with immediate effect or suspend the execution of this Agreement, deny or restrict Your access to the itsme App and/or the itsme Account at any time if You breach this Agreement (including any use of the itsme App in any way that is contrary to those General Terms & Conditions).



Belgian Mobile ID may also suspend the execution of this Agreement, deny or restrict access to the itsme App and/or the itsme Account at any time:

- if Belgian Mobile ID becomes aware of facts that jeopardise the relationship of trust between You and Belgian Mobile ID or that harm or threaten to harm the Belgian Mobile ID's reputation
- in case of a reasonable suspicion of fraud or of a risk of improper or fraudulent use of the itsme App
- in the event of technical issues or
- for any other objective security reason.

Upon termination of the use of the itsme App, these General Terms & Conditions, including all rights and licences granted hereunder, shall be terminated except for Chapters 11, 12 and **Error! Reference source not found.**

14. CHARGES FOR THE ITSME APP

14.1. Fee for the itsme App

The download and use of the itsme App is free of charge for You.

14.2. Other charges

In order to be able to make use of the itsme App, You will be required to:

- pay the costs of purchase, installation and running of Your Device and any operating software installed thereon;
- pay the costs for connection to the Internet or other networks in Belgium or abroad according to the current rates, sending SMS-messages, data communication via the Device You used to access the itsme App.
- pay the costs related to the services made available through the itsme App and offered by third parties.

15. CHANGES TO THIS AGREEMENT AND TO THE ITSME APP

Belgian Mobile ID may at any time change this Agreement with one (1) month prior notice to You. You will be informed of any amendment to this Agreement by e-mail or by means of another medium to which You have access.

Belgian Mobile ID reserves the right to change or modify content, materials or information appearing on or in connection with the itsme App, or discontinue the services related to the itsme App at any time with a reasonable notice to You. Belgian Mobile ID may add, change or cancel certain services.

The General Terms & Conditions as amended from time to time can be consulted in the App on Your mobile phone or on our website. Belgian Mobile ID will also notify You through the itsme App of any updates or amendments to the General Terms & Conditions. Upon accepting the General Terms & Conditions a recordable version will be made available, which You can either print or store on Your mobile Device or elsewhere.

16. PRIVACY

Your personal data will be processed in accordance with the Privacy Policy available here: <https://www.itsme.be/en/app-privacy-policy>.



17. THIRD PARTY CONTENT AND LINKS TO OTHER WEBSITES

The itsme App may contain third party content and links to other websites that are completely independent from Belgian Mobile ID. Third-party content and links are included solely for the convenience of users and do not constitute an approval, endorsement or warranty by Belgian Mobile ID. Moreover, Belgian Mobile ID is not responsible for the accuracy, completeness, or reliability of third-party information, nor for the products or services offered or sold through any linked website. In this respect, You assume sole responsibility for the use of third-party information. Any agreements, transactions, or other arrangements made between You and such a third party are made solely at Your own risk. When You click on a third-party link, You leave the itsme App to a third party software or website. Any personal information You submit on the third party software or website will not be collected or controlled by Belgian Mobile ID but will be subject to the privacy notice or terms of use of the resulting software or site. Please review the privacy policy and terms of use of the resulting software or site for more information on its privacy practices.

Belgian Mobile ID is not responsible for examining or evaluating, and does not warrant the offerings of any third party content or offer presented or made available by third parties via the itsme App. Belgian Mobile ID does not assume any responsibility or liability for the actions, offer and content of all these and any other third parties. Carefully review the offer details and terms and conditions prior to purchase.

18. ASSIGNMENT AND SEVERABILITY

This Agreement may not be assigned or transferred by You, without the prior written consent of Belgian Mobile ID. Belgian Mobile ID may assign its rights and transfer its obligations at any time provided it ensures that Your rights are still adequately safeguarded after that transfer.

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

19. ENTIRE AGREEMENT

Except as provided herein, these General Terms & Conditions and the itsme Privacy Policy constitute the entire agreement between You and Belgian Mobile ID pertaining to the itsme App. Certain provisions may be superseded or added to by designated legal notices or terms located on particular pages, applications, tools or other materials that you may access within the itsme App.

20. NO WAIVER

Belgian Mobile ID's failure to enforce any provision of this Agreement or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision.

21. APPLICABLE LAW AND COMPETENT JURISDICTION

These General Terms & Conditions shall be governed by and construed in accordance with Belgian law. Subject to applicable consumer law provisions stating otherwise, any dispute arising out of or in connection with these General Terms & Conditions or the itsme App shall be submitted to the exclusive jurisdiction of the courts of Brussels.



itsme App: pre-contractual information

The present pre-contractual information is without prejudice to the General Terms & Conditions of the itsme App <https://www.itsme.be/en/app-terms-and-conditions> and the Privacy Policy of the BM-ID App <https://www.itsme.be/en/app-privacy-policy>.

1. INFORMATION RELATING TO BELGIAN MOBILE ID SA/NV

The itsme App is offered by Belgian Mobile ID NV/SA, having its registered office at Place Sainte-Gudule 5, 1000 Brussels – Belgium, unique company number 0541.659.084., <https://www.itsme.be>, Tel.: +32 (0) 2 657 32 13, acting here as the service provider, and is free of charge. The itsme App is available to all smartphone users aged 18 or over (referred to as the "Customer") with a mobile data subscription from any Belgian telecom operator.

2. FEATURES AND TERMS OF USE OF THE ITSME APP

2.1. Description of the itsme App

The itsme App is a mobile application for Android and iOS mobile devices (i.e. mobile phones, tablets or any similar device as they become available from time to time) offering a range of services and functionalities, which allows the Customer to securely carry out internet transactions with Belgian Mobile ID's service providers.

Currently, the itsme App enables the Customer to register with, access/log -into and approve transactions through websites and/or different mobile applications offered by service providers. The Customer will be informed via the itsme App of the addition of any future services or functionalities. The itsme App's functionalities may vary from time to time. Should a new service or functionality be made available, the Customer will be informed thereof and will be free to decide to make use of it or not.

2.2. Fee for the itsme App

The download and use of the itsme App is free of charge for the Customer.

2.3. Responsibility

As soon as the Customer becomes aware of the loss, theft, unauthorised use or risk of unauthorised use of his/her mobile phone or of the itsme App installed on his/her mobile phone, the Customer shall block his/her itsme Account as described in Section 4. COMPLAINTS, RECOURSE AND CUSTOMER SUPPORT below.

2.4. Period of validity of information

Belgian Mobile ID SA/NV may change these features, terms of use and other characteristics of the product at any time. Unless explicitly stated otherwise, all information relating to these features, terms and conditions and other characteristics is therefore only valid on the date on which it is issued.



3. RIGHT OF WITHDRAWAL – RIGHT OF TERMINATION

3.1. Right of withdrawal

By creating your itsme Account You request that the services start as from that time. As a consequence, You cannot withdraw from Your order of the itsme App. However, You can always cease to use the App at any time or definitely terminate the Agreement – in which case you can follow the procedure described in Section B below.

3.2. Right of termination

The contract between Belgian Mobile ID and the Customer regarding the itsme App is made for an unlimited term.

The Customer may at any time terminate this Agreement with immediate effect without compensation and without notice, by un-installing the itsme App from his/her mobile phone.

Belgian Mobile ID may at any time terminate this Agreement or any of the services relating to the itsme App without compensation with one month prior notice to the Customer.

Without prejudice to its other rights available by law or under the Agreement, Belgian Mobile ID may at its own discretion either terminate this Agreement with immediate effect or suspend the execution of this Agreement, deny or restrict the Customer's access to the itsme App and/or the itsme Account at any time if he/she breaches this Agreement (including any use made of the itsme App or itsme Account in any way that is contrary to those General Terms & Conditions).

Belgian Mobile ID may also suspend the execution of this Agreement, deny or restrict the Customer's access to the itsme App and/or the itsme Account at any time:

- if Belgian Mobile ID becomes aware of facts that jeopardise the relationship of trust between the Customer and Belgian Mobile ID or that harm or threaten to harm the Belgian Mobile ID's reputation
- in case of a reasonable suspicion of fraud or of a risk of improper or fraudulent use of the itsme App
- in the event of technical issues or
- for any other objective security reason.

4. COMPLAINTS, RECOURSE AND CUSTOMER SUPPORT

For any questions or issues regarding the itsme App, the Customer is invited to consult the website <https://www.itsme.be/en/faq>, or to raise his/her question through the following phone number +32 (0) 2 657 32 13. In case of fraud or any suspicion of fraud in relation to the itsme App, the Customer should notify Belgian Mobile ID through these same channels.

In order for the Customer to block his/her itsme Account, the Customer can:

- go to the public website <https://www.itsme.be/en/block-account> and follow the instructions on that web page; or
- call the following phone number +32 (0) 2 657 32 13.

Any communication with Belgian Mobile ID can be done in French, Dutch or English. By default, Belgian Mobile ID will communicate to the Customer in the language that the Customer has chosen at the time of enrolment to the itsme service.



5. GOVERNING LAW - JURISDICTION - MISCELLANEOUS

The relationship between the Customer and Belgian Mobile ID, both before an itsme Account is provided and thereafter, is governed by Belgian law.

All litigation relating to the agreement and its performance shall be submitted to the Courts of Brussels which are exclusively competent.