Wero General Terms & Conditions

1.0 Purpose and contract languages

1.1 These Wero General Terms and Conditions (the **"Terms and Conditions"**) apply to the use of the Wero App and the Wero Solution 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, and whose email address is contact@epicompany.eu and phone number is +32 2 888 86 00 (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 and provides these services into jurisdictions other than Belgium on the basis of a freedom of services passport. The authorisation can be consulted on the official register of the National Bank of Belgium accessible at the following address: https://www.nbb.be/fr/activites/supervision-financiere-et-resolution/controle-des-etablissements-financiers-2 and on the official register of the European Banking Authority accessible at the following address: https://euclid.eba.europa.eu/register/pir/search.

1.2 The purpose of the Terms and Conditions is to define the conditions of use of the Wero Solution as provided by EPI to the USER (also referred to as "**YOU**" or "**YOUR**"). The Terms and Conditions are applicable as of 19 June 2026 and are available at the Wero Solution website at www.wero-wallet.eu.

1.3 The Terms and Conditions form the framework contract between YOU and US for the provision of the Services. The Terms and Conditions are available in English, Dutch, French and German. In case of any inconsistency between the English version and any other language versions, the version in the official language(s) of the country of YOUR habitual residence shall 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, which can communicate with YOU in English, French and German.

1.4 Upon activating the Wero App, YOU agree to be bound by these Terms and Conditions and to use the Wero Solution in accordance with the conditions described in these Terms and Conditions.

1.5 In the event of any discrepancy between the provisions of the Terms and Conditions and the Specific Terms and Conditions, the provisions of the Specific Terms and Conditions shall prevail, only in respect of the relevant Jurisdiction covered by such Specific Terms and Conditions.

2.0 Definitions

The terms below beginning with a capital letter in the Terms and Conditions (including Section 1.0 ("Purpose and contract languages") above) shall have the following meaning, whether used in the singular or plural:

"A2A Services" means the account-to-account services offered by EPI as described in Section 4.1 (Description of the A2A Services), 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 Wero Transactions.

“Account” means any payment account in Euros that YOU have enrolled in the Wero App and is held by YOU with an ASPSP.

“Account Information Service” or **“AIS”** means the provision by EPI of consolidated information on Accounts held by one (or more) ASPSP, as described in Section 4.2 (Description of the Account Information Service).

“ASPSP” means an Eligible ASPSP.

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

“**Chargeback Process”** means the process initiated by the USER to request that the Acceptor PSP credit its Account with the Eligible ASPSP for the disputed amount of a given Wero Transaction.

“**Consumer Counterparty”** means a natural person acting for purposes which are outside his commercial, trade, business or professional activity and who uses the Wero Solution in connection with P2P Transactions to send funds to or receive funds from the USER.

“Content” means any personalised content (text, emoji, etc) shared by the USER through the Wero App in accordance with Section 6.3 (Specific provision regarding Content sharing)

“Counterparty” means a Consumer Counterparty and a Professional Counterparty.

“**Counterparty PSP”** means a PSP enabling a Counterparty to send or receive funds from the USER.

“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.

“Data Subject” has the meaning given to it in the GDPR, being, data in relation to any information, an identified or identifiable natural person; an identifiable natural person being one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Device” means the USER’s device (e.g. smartphone, tablet or similar device) on which the Wero App is installed.

“Digital Services Act” means Regulation (EU) No 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC, as amended from time to time.

“**Dispute Management Process”** means the process consisting of (i) the Pre-dispute Process; and (ii) the Chargeback Process.

“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.

“**EAA”** means Directive (EU) 2019/882 of the European Parliament and of the Council of 17 April 2019 on the accessibility requirements for products and services.

“**EGBGB”** means the Introductory Act to the German Civil Code.

"Eligible ASPSP" means a payment service provider that: (i) provides and maintains an Account for the USER; (ii) is a member of the EPI Scheme; and (iii) allows its customers to use the Wero App or, for Eligible ASPSPs, allows EPI to onboard its customers into the Wero 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 21.0 (Contact & Communications).

"Execution Time" means the target maximum execution time of 10 seconds from the time of receipt of a payment order for a Wero Transaction by the ASPSP within which the payee's payment service provider needs to make the amount of the Wero Transaction available on the Counterparty PSP or Acceptor PSP and confirm the completion of the Wero Transaction to the ASPSP.

"*Face-to-Face Payments*" means payments initiated by a USER in the presence of an Acceptor, a Consumer Counterparty or a Professional Counterparty, through the use of the Wero App by having the USER scan a QR Code or other similar proximity-based technologies at the point of sale.

"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.

"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.

"Jurisdiction" means Belgium, France, Luxembourg or Germany.

"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.

"**One-off Transaction"** means a Wero Transaction that the relevant ASPSP is to execute within the Execution Time following the USER's authorisation of the Wero Transaction in the Wero App.

"P2P Transaction" means a P2P send money transaction, a P2P receive money transaction or a P2P request money transaction (as described in Section 4.1 (Description of the A2A Services)) between a USER and a Consumer Counterparty.

"P2Pro Transaction" means a P2Pro send money transaction, a P2Pro receive money transaction or a P2Pro request money transaction (as described in Section 4.1 (Description of the A2A Services)) between a USER and a Professional Counterparty.

"Payment Initiation Service" or **"PIS"** means the initiation by EPI of Wero Transactions 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 (Description of the A2A Services)).

"**Payment Plan"** the type of EPI consent under which a Wero Transaction is authorised and executed as part of an E-commerce or E/M-commerce Transaction or a point-of-sale transaction, as described in Section 4.1.3.

"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 ASPSP for authentication purposes.

"**Pre-dispute Guidelines"** means OUR Pre-dispute Guidelines that intend to inform YOU about the Pre-dispute Process through which a USER and an Acceptor endeavour to reach an agreement regarding a Wero Transaction that the USER has contested, and which does not involve the ASPSP or the Acceptor PSP, and that is available on Wero Solution website and in the Wero App.

"**Pre-dispute Process"** means the process through which a USER and an Acceptor endeavour to reach an agreement regarding a Wero Transaction that the USER has contested, and which does not involve the ASPSP or the Acceptor PSP.

"**Professional Counterparty"** means a person acting for commercial, trade, business or professional purposes and who uses the Wero Solution in connection with P2Pro Transactions to send funds to or receive funds from the USER.

"**PSP"** means a payment service provider.

"*QR Code*" means a machine-readable matrix barcode that contains encoded information, including a payment identifier or a URL.

"**Remote E/M-commerce transaction"** means an E-commerce or M-commerce transaction allowing YOU, at an e-commerce webpage or in an e-commerce app (in-app) accessed through YOUR Device, to send funds to an Acceptor in exchange for a product or the provision of a service.

"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 but excluding the name of the USER and the Account number used in the context of the Services.

"Services" means the services provided by EPI to the USER via the Wero App, as described in Section 4.0 (Description of the Services and functionalities).

"Specific Terms and Conditions" means, respectively, and to the extent relevant, the Specific Terms and Conditions for the relevant Jurisdiction.

"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.

"USER", **"YOU" or "YOUR"** means a person who meets the eligibility requirements set forth in Section 3.0 (Eligibility Requirements) and who has accepted the Terms and Conditions to use the Wero Solution.

“**WE**”, **“US”** or **“OUR”** mean references to EPI, as set out in Section 1.1.

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

“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 on Wero Solution website and in the Wero App.

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

“Wero Transaction” means an act, initiated using the Wero Solution by the USER or on his behalf or by a Counterparty or Acceptor, as the case may be, of transferring funds by way of Instant Credit Transfer, irrespective of any underlying obligations between the USER and the Counterparty or Acceptor, as the case may be.

3.0 Eligibility Requirements

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

(i) Be a natural person, whether acting as a consumer (i.e. for purposes outside their commercial, trade, business or professional activity) or as a professional (i.e. acting in the course of their commercial, trade, business or professional activity);

(ii) Be of the minimum age required by YOUR ASPSP to be able to benefit from the Services. Where YOU are a USER that is not of legal age in the Jurisdiction of YOUR place of residence, EPI assumes in this respect that (i) YOUR ASPSP complies with all legal requirements of the Jurisdiction of YOUR place of residence and has obtained any necessary consent from your legal representatives or from the competent court; (ii) the consent of such legal representative or competent court was sufficiently extensive to allow YOU to enrol the account maintained with YOUR ASPSP for the Services and to use the Services; and (iii) YOUR ASPSP observes any restrictions imposed by YOUR legal representative or competent court and/or by the applicable laws of YOUR Jurisdiction for any Wero Transactions YOU carry out;

(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 thereof;

(iv) Only use Accounts opened in its own name, or, where applicable, where the USER's ASPSP authorises it, on behalf of another person (where the USER is duly authorised to do so in accordance with a validly executed power of attorney), or jointly with another person; and

(v) Have a Device.

3.2 The Wero Solution is exclusively for the personal use of the USER. It is strictly forbidden for the USER to lend or transfer the Wero App, or otherwise to grant any other person access to the Wero Solution. Any assignment or transfer of the Wero App to a third party is strictly prohibited. OUR liability for any loss YOU suffer as a result will be limited as set out in Section 12.2.2(viii). Where an Account is held jointly with another person or used on behalf of another person, the USER may only use the Wero Solution to initiate Wero Transactions to the extent permitted under the account agreement and mandate arrangements with YOUR Eligible ASPSP. EPI does not verify the existence, validity, or scope of any mandate, power of attorney or joint account arrangement, and relies on YOUR Eligible ASPSP for such authentication and verification. Without affecting the USER’s mandatory rights under the legislation of the applicable Jurisdiction, the USER remains responsible for ensuring that it is duly authorised to use the Account and to initiate Wero Transactions, including in the case of joint accounts or where acting on behalf of another person.

3.3 The USER undertakes that all the information provided at the time of its registration as a USER of the Wero App 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 12.0 (Liability), 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 Terms and Conditions, YOU represent to US that YOU are entering into the Terms and Conditions and will use the Wero Solution either for YOUR own account or, where the USER's ASPSP authorises it, on behalf of another person who has duly authorised YOU to act on their behalf. YOU remain fully responsible for any use of the Wero Solution and, where applicable, for any Wero Transaction YOU initiated on behalf of another person. YOU also undertake to US that YOU will continue to comply with the requirements set out in this Section 3.0 (Eligibility Requirements) for as long as YOU continue using the Wero Solution.

4.0 Description of the Services and functionalities

The Wero Solution allows YOU to benefit from the Services described below through YOUR use of the Wero App, subject to YOUR consent as well as availability of such Services by YOUR ASPSP. The Services consist of the A2A Services and the Account Information Services. The functionality of the Wero Solution depends in particular on whether YOUR Account is maintained with an Eligible ASPSP, as further described in Section 4.1.2 and Section 4.1.4.

4.1 Description of the A2A Services

4.1.1 The Wero Solution enables YOU to initiate account-to-account Wero Transactions between YOUR Account and a third-party payment account without the need to exchange information about the underlying payment instrument, such as the IBAN of the relevant payment account.

4.1.2 Where YOUR Account is maintained with an Eligible ASPSP, the Wero Solution can be used to initiate Wero 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 Counterparty in the context of:

a. a Face-to-Face Payment made through a QR Code or another technology accepted by the Wero Solution; or

b. a remote payment made by: (i) selecting the Counterparty from the contacts in YOUR phonebook (provided that YOU have agreed to link YOUR contact directory to the App); (ii) entering the phone number or email address of the Counterparty; or (iii) accepting a payment request issued by a Counterparty.

(ii) **P2P/P2Pro receive money transaction**: A P2P/P2Pro receive money transaction enables YOU to receive funds from a Counterparty;

(iii) **P2P/P2Pro request money transaction**: A P2P/P2Pro request money transaction enables YOU to request from a Counterparty a transfer of funds to be carried out following the Counterparty's acceptance of YOUR payment request generated: (i) for Face-to-Face Payments, through a QR Code; or (ii) for remote payments, by selecting the Counterparty from the contacts in YOUR phonebook or entering their phone number or email address;

(iv) **Remote E/M-commerce transactions**: A Remote E/M-commerce transaction means a Wero Transaction initiated at a distance by the USER to send funds to an Acceptor in exchange for the purchase of goods or the provision of services, through an online or electronic interface, including but not limited to an e-commerce website, mobile application, payment link, or other remote communication channel accessible via the USER’s Device.

(v) **POS transaction**: A point of sale (**"POS"**) transaction allows YOU, at the point of sale of an Acceptor, to send funds to this Acceptor for the purchase of a product or the provision of a service. Point of sale transactions may be initiated via a QR code or by holding YOUR Device in front of a contactless payment terminal relying on Near Field Communication (**"NFC"**); and

(vi) **Donation to charitable entities**: A donation to a charitable entity enables YOU to transfer funds as a donation to a charitable entity and to obtain a proof of payment of that donation (insofar as YOUR Eligible ASPSP provides such proof). Such Wero Transactions can be initiated in the same manner as the P2P/P2Pro send money transactions described above.

4.1.3 In connection with the remote E/M-commerce and POS transactions use cases described in Section 4.1.2 above, the Wero Solution enables YOU to authorise Wero Transactions using the following EPI consent types:

(i) **Simple transaction:** a single Wero Transaction that will be executed instantly once YOU have given YOUR consent to the Wero Transaction in the Wero App;

(ii) **Usage-based payment:** YOU pre-authorise a maximum amount in favour of an Acceptor (for example, for refuelling, charging an electric vehicle, a journey on public transport or parking). The Wero Transaction is executed for the final amount corresponding to YOUR actual usage, which may be less than the pre-authorised amount;

(iii) **Conditional payment**: YOU pre-authorise a maximum amount in favour of an Acceptor. The Wero Transaction is executed, in full or in part, when an event agreed with the Acceptor occurs (for example, checking out of a hotel, returning a hire car or the delivery of goods ordered). The final amount may be less than the pre-authorised amount. YOU may withdraw YOUR consent at any time via the Wero App, in which case no further Wero Transactions shall be initiated under that consent;

(iv) **Security deposit:** YOU pre-authorise an amount in favour of an Acceptor as a security deposit. This amount is only debited if YOU fail to comply with the conditions agreed with the Acceptor (e.g. failure to comply with the cancellation terms of a hotel booking or damage to a hired item). If YOU comply with the conditions, the Acceptor cannot request payment;

(v) **No-show charge:** YOU pre-authorise an amount in favour of an Acceptor. This amount is only debited if YOU fail to turn up or do not cancel a booking made with that Acceptor within the specified time limit (for example, failing to turn up for a hotel booking, failing to collect a reserved hire car, or failing to board a cruise ship for which a booking has been made);

(vi) **Subscriptions:** YOU authorise an Acceptor to initiate recurring Wero Transactions from YOUR Account, for a fixed amount or a variable amount determined in accordance with the agreement between YOU and the Acceptor, and at a specified frequency, with or without a specified end date. Where the amount of a Subscription may vary, such variation must be based on parameters agreed between YOU and the Acceptor at the time of YOUR initial consent (for example, based on usage or contractual pricing conditions). Any modification not covered by the agreed parameters, requires YOUR further consent and a new Strong Customer Authentication. YOU may withdraw YOUR consent via the Wero App in accordance with Section 5.2.3 below, in which case no further Wero Transactions shall be initiated under that consent;

(vii) **Instalment payments**: YOU authorise the splitting of the price of a single purchase into several successive Wero Transactions, in accordance with a payment schedule agreed with the Acceptor which specifies the number of instalments, the amount of each instalment and the frequency of payments;

(viii) **"One-click" transaction**: YOU authorise the addition of an Acceptor to YOUR list of trusted beneficiaries, thereby enabling a "one-click" shopping experience for subsequent Wero Transactions with that Acceptor, without the need to apply Strong Customer Authentication to each Wero Transaction. YOUR consent may result in the Acceptor being added to YOUR list of trusted beneficiaries held by YOUR Eligible ASPSP. YOUR consent specifies the period of validity of this authorisation and, where applicable, a maximum amount that may be charged per period. The application of an exemption from Strong Customer Authentication for each transaction is at the discretion of YOUR Eligible ASPSP. YOU may withdraw YOUR consent at any time via the Wero App, in which case no further Wero Transactions shall be initiated under that consent;

(ix) **Recurring payments initiated by the Acceptor:** YOU authorise an Acceptor to initiate future Wero Transactions from YOUR Account, without any interaction on YOUR part at the time of each payment. The amount and frequency of these payments may vary according to the terms agreed with the Acceptor at the time of YOUR consent. These terms should set out the duration of validity of YOUR authorisation and, where applicable, the maximum amount per period (for example, the payment of energy or telecommunications bills, the amount of which varies according to YOUR consumption). YOU may withdraw YOUR consent at any time via the Wero App, in which case no further Wero Transactions shall be initiated under that consent; and

(x) **Refunds** initiated either: (a) pursuant to the agreement entered into between YOU and the Acceptor; or (b) by the Acceptor as a result of a chargeback process (in accordance with Section 14.3), which are credited to YOUR Account.

The USER may use the EPI consent types described in (i) to (x) above, subject to their availability from their Eligible ASPSP.

4.1.4 The Wero App allows YOU to view at any time the status of the consent YOU have given for Payment Plans (ii) to (ix) above, including active consents, their validity period and associated parameters.

4.1.5 The Wero Solution allows an Acceptor to cancel Wero Transactions which have yet to be executed.

4.1.6 Contactless payments via digitalised cards: The Wero App allows YOU, subject to the availability of this feature with YOUR Eligible ASPSP, to digitise and store payment cards issued by YOUR Eligible ASPSP (e.g. bank cards of any accepted payment network) and to make contactless payments at the point of sale using YOUR Device. For security purposes, your physical card number is not stored on your device or on Wallet systems. Instead, a device-specific token is assigned and used to process your transactions. These digital card payments are processed by the applicable card payment network and are subject to the contractual terms agreed between YOU and YOUR Eligible ASPSP for the use of the relevant card. Wero does not issue the card, does not execute the payment transaction and does not act as a payment service provider in relation to such payments. Wero solely provides a technical interface enabling the use of such cards in digital form on YOUR device. The provisions of these Terms and Conditions relating to Wero Transactions do not apply to those card payments.

4.2 Description of the Account Information Service

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

(i) **Account balance**: WE can securely access the account balance from YOUR Account and display it within the Wero App.

(ii) **Transaction history**: WE retrieve and display the history of Wero Transactions carried out via YOUR Account. Depending on your Eligible ASPSP, WE may also retrieve and display the history of other payment transactions made via YOUR Account.

4.3 Description of the other features

The Wero App includes other features such as:

(i) Sharing Content (additional text, emojis) with other USERS of the Wero App as part of the information transmitted when carrying out a Wero Transaction or uploading Content to allow a USER to customise the App; and

(ii) The bill splitting feature enabling YOU to send payment requests to multiple Counterparties in the Wero App and/or to receive payment requests from other Counterparties.

4.4 Description of implications of the Agreement

4.4.1 In order to further enable YOU to assess whether the Services meet YOUR needs and financial situation, WE provide the following explanations:

(i) The Wero Solution enables YOU to initiate payments directly from YOUR Account held with YOUR Eligible ASPSP. This means that each transaction will directly debit YOUR Account and affect YOUR available balance.

(ii) Certain types of transactions (such as for example subscriptions, instalment payments or recurring payments) may result in multiple debits over time, including for variable amounts where applicable. YOU should ensure that YOU maintain sufficient funds to avoid failed or rejected transactions. If sufficient funds are not available, transactions may be declined or rejected, and this may result in consequences such as fees, penalties, or suspension of the underlying service by the payee, in accordance with the terms agreed between YOU and YOUR Eligible ASPSP and/or the relevant Acceptor.

(iii) YOU should carefully verify transaction details before authorising any payment, as transactions may not be reversible once initiated.

4.4.2 WE further refer to the provisions in Section 7.0 (Fees and charges) as well as Section 12.0 (Liability).

5.0 Terms of the Services

5.1 Use of the Services

5.1.1 In order to benefit from the Services, YOU shall, after downloading the Wero App, enrol your Account in the Wero App in accordance with the terms and conditions or such other instructions as determined by YOUR ASPSP, particularly in terms of Strong Customer Authentication.

5.1.2 If YOUR PSP is not an Eligible ASPSP, YOU will be redirected to the mobile banking app of such PSP.

5.1.3 YOUR telephone number and/or YOUR email address serve as identifiers enabling other users of the Wero Solution to identify YOU in connection with money transfer transactions and P2P/P2Pro fund requests. In the event of a change to YOUR telephone number or YOUR email address, YOU must update this information in the Wero App settings.

5.2 Use of the A2A Services

5.2.1 For One-off Transactions, YOU cannot revoke a payment order, once YOU have given to US YOUR consent to the initiation of the Wero Transaction. YOU have consented to the initiation of a Wero Transaction when YOU confirm the Wero Transaction through a Strong Customer Authentication process, which may include one of the following authorisation procedures:

(i) Entering YOUR pin on YOUR Device;

(ii) Presenting and holding YOUR Device in front of a device that identifies the presence of “contactless” technology; and/or

(iii) Using a biometric recognition device (for example: fingerprint sensor on YOUR Device).

5.2.2 For the “Subscription”(section 4.1.3(vi)), “Instalment payments” (section 4.1.3(vii)), and “Recurring payments initiated by the Acceptor” (section 4.1.3(ix)) Payment Plans, YOU give YOUR consent once, by means of Strong

Customer Authentication, for all Wero Transactions covered by this consent. Subsequent Wero Transactions falling within the scope of this consent are executed without further Strong Customer Authentication, except in cases provided for by applicable regulations or these General Terms and Conditions.

5.2.3 For the “Usage based payment” (section 4.1.3(ii)), “Conditional payment” (section 4.1.3(iii)), “Security deposit” (section 4.1.3(iv)), "No-show charge" (section 4.1.3 (v)), "Subscription" (section 4.1.3(vi)), "Instalment payments" (section 4.1.3(vii)) and "Recurring payments initiated by the Acceptor" (section 4.1.3(ix)) Payment Plans:

(i) YOU may revoke the payment order relating to an individual Wero Transaction in the Wero App as long as that Wero Transaction has not been accepted by YOUR Eligible ASPSP; YOU may withdraw YOUR consent at any time to a series of Wero Transactions (including, without limitation, Subscriptions, Instalment Payments and Recurring Payments initiated by the Acceptor), in which case any future Wero Transactions covered by that consent shall be deemed unauthorised;

(ii) The withdrawal of consent referred to in point (i) shall not affect Wero Transactions that have already been authorised by YOU and have become irrevocable.

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 Wero Transaction 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 or regulation;

(iii) That YOU must verify, before confirming a Wero Transaction, that all the payment details displayed in the Wero App are correct, in particular the identity and unique identifier of the payee (e.g. their telephone number or email address) and the amount of the Wero Transaction:

a) Where the payee’s details are pre-filled by US in the Wero App, WE are responsible for displaying such details in accordance with applicable laws and regulations. The execution of a Wero Transaction is based on the unique identifier provided (such as a telephone number or email address), which shall be considered sufficient for its execution.

b) Where YOU enter or select the payee’s details yourself, WE will display to YOU, prior to authorising the Wero Transaction, the available information enabling YOU to verify the payee’s identity.

YOU are responsible for verifying the information WE have displayed to YOU and for confirming the Wero Transaction. The terms of liability are set out in Section 12.0 (Liability). This does not affect YOUR rights under applicable payment services legislation;

(iv) To honour 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 for the execution of the Wero Transaction;

(v) The ASPSPs act under their own legal framework. As such, an Eligible ASPSP has the right to reserve the relevant amount for a Wero Transaction on the USER's account with the Eligible ASPSP to ensure sufficient funds are available prior to the execution of the Wero Transaction.

5.2.5 <u>In providing the A2A Service, WE undertake to:</u>

(i) Not hold YOUR funds at any time;

(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 A2A Services, is disclosed only to the extent necessary for the processing and execution of a Wero Transaction, and only to the relevant parties involved in such processing, including, where applicable, the payee, its ASPSP, YOUR Eligible ASPSP, and other entities involved in the payment chain, in accordance with applicable laws and regulations;

(iv) Display the name (for individuals) or commercial trade name of the Counterparty or the commercial trade name of the Acceptor, as provided by the Acceptor PSPs or obtained through the Wero Solution, before validating and executing a Wero Transaction in the App. This information is displayed to YOU for the purpose of enabling YOU to identify the intended recipient of the Wero Transaction. The nature, format and completeness of this information may vary depending on the data available and the payment context (including, for example, where transactions involve intermediaries such as payment facilitators or marketplace platforms);

(v) Identify US towards the ASPSP every time a payment is initiated;

(vi) Not store YOUR Sensitive Payment Data except where required for the provision of the WERO Service or applicable law as set out in the Wero App Privacy Policy;

(vii) Not request from YOU any data other than such data as is necessary to provide the A2A Services;

(viii) Not use, access or store any Data for purposes other than for the provision of the Payment Initiation Service as explicitly requested by YOU;

(ix) Not modify the amount, the payee or any other feature of the Wero Transaction; and

(x) Communicate with YOU, the ASPSP, and the Acceptor in a secure manner.

5.2.6 <u>For each Wero Transaction, upon receipt of the payment order, WE provide YOU via the Wero App with an electronic Wero Transaction receipt displaying all of the following information:</u>

(i) A confirmation of the successful initiation of the payment order with the 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 By default, WE will provide YOU with the information listed above for each Wero Transaction executed by YOU upon request.

5.2.8 **<u>For residents of Germany</u>**, WE will in addition provide YOU with electronic monthly transaction overview(s), at least once a month, setting out the information listed above for each Wero Transaction executed by YOU during that month. These monthly transaction overview(s) will be made available in the Wero App.

5.2.9 WE may refuse to initiate a payment order when (i) WE suspect the payment order does not comply with any applicable laws or regulations or has been initiated fraudulently; or (ii) when YOU or YOUR payment order do not comply with the Terms and Conditions. The reason for the refusal will be notified to YOU via the Wero 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.

5.2.10 A2A Services are subject to the services limits described in Section 16.0 (A2A Services limits).

5.2.11 The time of receipt of a payment order is the time when WE receive the payment order via the Wero App.

5.3 WE store the text of these Wero General Terms and Conditions which are accessible to YOU at the Wero Solution website at www.wero-wallet.eu.

5.4 Use of the Account Information Service

In providing the Account Information Service, WE undertake to:

(i) Provide the Account Information Service only when based on YOUR acceptance of the Terms and Conditions;

(ii) Not access, request or store YOUR Personalised Security Credentials, and to ensure that any transmission of information in connection with the Services is carried out through secure communication channels in accordance with applicable laws and regulations;

(iii) Identify US towards the ASPSP for each communication session;

(iv) Access only the information from Accounts and associated payment transactions;

(v) Not request Sensitive Payment Data linked to the Account; and

(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 Laws.

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 Wero App to YOUR Device. The list of countries in which the Wero App can be downloaded from the application stores is available on the Wero Solution website: www.wero-wallet.eu.

(ii) In order to install the Wero App and access the Wero Solution, YOU must be equipped with hardware compatible with the Wero 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 Wero App with commonly used devices, WE cannot guarantee that the Wero App will operate on all devices available on the market and in particular on devices running outdated versions of Android or iOS operating systems.

(iii) In order to download the Wero 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 Wero App and to keep the Wero App updated at all times in order to benefit from the Wero Solution and all the Services in optimal and secure conditions. Failure to install updates may affect the performance and security of the Wero App and may increase the risk of unauthorised access or fraud.

(v) After downloading the Wero App, the registration process involves the following steps:

(a) **Acceptance of the Terms and Conditions**: YOU will be asked to read and accept these Terms and Conditions and the Wero App Privacy Policy. These Terms and Conditions are provided to YOU on a durable medium prior to YOUR commitment. YOU may at any time view, download and retain the applicable Terms and Conditions within the Wero App or on the website www.wero-wallet.eu ;

(b) **Creating YOUR method of Strong Client Authentication in the Wero App**: YOU will select an authentication method to access the Wero App and to confirm Wero Transactions from among the methods offered; and

(c) **Registration of YOUR Account**: YOU will select YOUR Eligible ASPSP and YOU will be redirected to the application or interface of YOUR Eligible ASPSP in order to authenticate YOURSELF and authorise the registration of YOUR Account in the Wero App. The method of Strong Customer Authentication used at this stage is determined by YOUR Eligible ASPSP and may vary (for example: fingerprint, facial recognition, PIN code or any other method agreed between YOU and YOUR Eligible ASPSP).

6.2 Terms of the Wero App

(i) YOU may only use the Wero App and the Wero Solution for lawful purposes, in accordance with the Terms and Conditions, and with applicable laws and regulations. By accepting these Terms and Conditions, YOU agree not to use the Wero App for Wero Transactions related to illegal activities or in a manner that would infringe any applicable laws or regulations.

(ii) By accepting these Terms and Conditions, 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 Terms and Conditions, to deceive EPI about its true location, or to intentionally circumvent the security features that EPI has put in place to prevent fraud. YOU agree not to use the Wero App or the Services in a fraudulent, misleading or abusive manner, including by attempting to circumvent the Terms and Conditions, applicable laws or the security measures implemented by EPI. In particular, YOU shall not intentionally misrepresent YOUR identity or location, or use technical means in a manner that is intended to bypass or undermine the security or integrity of the Wero Solution.

(iii) By accepting these Terms and Conditions, YOU agree that the Services provided by the Wero Solution may be subject to limitations for objectively justified reasons, from time to time during the contractual relationship. These limitations may concern the number and/or volume of Wero Transactions and may be imposed for the following reasons:

a) to comply with regulatory or legal requirements;

b) to prevent fraud or misuse of the service;

c) due to technical or operational constraints;

d) due to risk management and/or security policies of the ASPSP; or

e) based on individual transaction or account limits set by the ASPSP.

Such limitations may not necessarily indicate a technical problem with the Wero Solution. Where appropriate, we will notify you once the reasons have been identified.

6.3 Specific provision regarding Content sharing

6.3.1 YOU agree to comply with all the laws and regulations in force and in particular not to share or publish Content:

(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) Which is discriminating, abusive, defamatory or racist in nature, 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, and/or 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; and/or

(vi) Likely to lead to harassment of any kind (moral pressure, insults, threats) of another USER(S) 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 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 OUR 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 undertake that YOU are the owner of the Intellectual Property Rights relating to the Content that YOU publish on the Wero App or that YOU hold the necessary authorisations to publish said Content on the Wero 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 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 ASPSP and invoiced to YOU. YOU should consult the terms of YOUR ASPSP or Acceptor for full details of such charges.

7.3 The USER's mobile network provider and/or internet service provider may charge costs when using the Wero 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 applicable industry standards and regulatory requirements. 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 WE undertake to treat YOUR Data as confidential and to process it in accordance with applicable laws and regulations, as well as in accordance with the Wero App Privacy Policy. WE will only disclose YOUR Data to the extent necessary for the provision of the Services, including to relevant parties involved in the processing and execution of Wero Transactions or where required by applicable laws or regulations or by competent authorities.

8.2 **<u>USER's undertakings</u>**

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 Wero App.

8.2.2 YOU are responsible for maintaining the confidentiality and security of YOUR Personalised Security Credentials. Whenever YOU use the Wero App, especially to initiate a Wero Transaction, YOU must ensure that YOU are in a secure environment.

8.2.3 YOU undertake not to use the Wero Solution in a manner that is likely to compromise its security, integrity or proper functioning, including by engaging in fraudulent, malicious or abusive activities or by attempting to circumvent the security measures implemented by EPI.

8.2.4 YOU shall notify US without undue delay upon becoming aware of any unauthorised use of the Wero Solution, any suspected fraudulent access to YOUR account in the Wero App, or any other security incident, such as, but not limited to, the loss, theft or misappropriation of YOUR Device, the accidental disclosure of YOUR Personalised Security Credentials, or any compromise of security-related data. Such notification must be made in accordance with Section 14.0 (Reporting and Claims).

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 national and international sanction obligations, embargoes and restrictive measures of financial or economic nature (hereafter rules regarding sanctions and embargoes).

9.1.2 In this respect, WE may carry out all the necessary steps to comply with OUR obligations to identify and know OUR customers, any person purporting to act on behalf of the customer and the natural persons on whose behalf or for the benefit of whom a transaction or activity is being conducted (**"Know Your Customer"** or **"Customer Due Diligence"**) 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 sanctions and embargoes, at any time before entering into and during the contractual relationship. WE are also required to exercise ongoing due diligence over the business relationship, in accordance with the AML Legislation, including scrutiny of Wero 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 Wero Transactions that appear to be atypical or suspicious, unusual or exceptional, WE may inquire as to the origin or destination of the funds, the purpose and nature of the Wero Transaction, the identity of the payee and WE may require any other information or document relevant to comply with OUR legal obligations.

WE reserve the right not to initiate, postpone or restrict a Wero Transaction or to terminate OUR contractual relationship, if it results in OUR being unable to comply with OUR legal obligations under the AML Legislation and rules regarding sanctions and embargoes. WE can also freeze or impose restrictions on assets or economic resources that are the subject of sanctions and embargoes. WE cannot be held liable for any consequences arising from the measures we take in order to comply with OUR legal obligations under the AML legislation and rules regarding sanctions and embargoes.

9.1.3 YOU agree to provide US, upon request, such information as WE may reasonably require to comply with OUR obligations under the AML Legislation and rules regarding sanctions and embargoes. 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 EPI may issue reports to the competent authorities, voluntarily as required by the AML legislation (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.

9.1.5 In order to comply with the AML Legislation, namely to identify and verify the customer, any person purporting to act on behalf of the customer and the natural persons on whose behalf or for the benefit of whom a transaction or activity is being conducted, WE also rely on the information provided by YOUR Eligible ASPSP. Under such terms, YOUR ASPSP may transmit to US, the information required and listed in the Wero App Privacy Policy, in accordance with the transfer mechanisms foreseen in such Wero App Privacy Policy.

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, their family members and persons known to be close associates of politically exposed persons, as defined in Article 4, 28°-30° 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 PEP 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. A proxy must provide this information if the natural persons on whose behalf or for the benefit of whom a transaction or activity is being conducted, qualifies as a PEP.

9.3 Preventing fraud and risks of non-payment

9.3.1 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. WE may inform YOU of such limitations in advance or without undue delay to the extent permitted by applicable law.

10.0 Data Protection

10.1 In order to execute the Terms and Conditions 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 at any time in the Wero App and on the Wero Solution website: **https://wero-wallet.eu/privacy-center**. YOU had the opportunity to access and consult this document. WE invite YOU to consult it regularly.

10.2 The **Wero App Privacy Policy** particularly 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) How WE collect, use and share Personal Data submitted directly by YOU and or collected indirectly by US during YOUR use of the Wero App; and

(iii) YOUR rights on YOUR Personal Data and how to enforce them.

10.3 If you provide US with the Personal Data of other individuals, this requires that the Data Subject was informed of the **Wero App Privacy Policy**, and insofar as a certain Processing requires the consent of the Data Subject, YOU have obtained the relevant consent from the Data Subject for this Processing by US.

11.0 Intellectual Property

11.1 The Terms and Conditions do not confer to YOU any Intellectual Property Rights on the Wero 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 Wero 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 Wero 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 Wero 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 Wero App and the Wero Solution solely for the purposes of benefitting from and using the Services. The sole use of the Wero App and the Wero Solution does not entitle YOU to claim any Intellectual Property Rights of any kind thereon.

12.0 Liability

12.1 Execution of Wero Transactions

12.1.1 In the context of the provision of the A2A Services, EPI's responsibility for unauthorised or incorrectly executed Wero Transactions is limited in accordance with Section 12.1.2, whether it is acting as a PSP in connection with the Payment Initiation Services or a technical service provider for ASPSPs.

12.1.2 As far as A2A Services are concerned, EPI is responsible for the correct transmission of the payment order to the relevant Eligible ASPSP. Where beneficiary details are provided by EPI, EPI is responsible for the accuracy of such details. EPI is not responsible nor liable for the proper execution of the payment instructions by the ASPSP. This is without prejudice to the liability of the ASPSP for the execution of the Transaction in accordance with the agreement in place between the ASPSP and the USER. 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 ASPSP because YOUR Account is blocked (for whichever reason), a lack or unavailability of funds or any other ground falling within the ASPSP's responsibility. Nothing in this Section shall limit or exclude EPI's liability where such limitation or exclusion is not permitted under applicable laws and regulations.

12.1.3 YOU should contact YOUR ASPSP without delay in case YOU believe you are entitled to a refund or other financial compensation due to non-execution, incorrect, defective, late or unauthorised payments. Please refer to YOUR ASPSP's terms and conditions for more information. The handling of claims relating to unauthorised or incorrectly executed Wero Transactions is set out in Section 14.0 (Reporting and Claims).

12.1.4 When WE initiate a payment in accordance with YOUR instructions, WE are responsible for the accuracy of the payee details that WE provide in the Wero App, in accordance with applicable regulations. When YOU enter or select the beneficiary details yourself, WE display, prior to confirmation of the Wero Transaction, the available information enabling YOU to verify the identity of the payee. It is YOUR responsibility to verify this information as well as the amount of the Wero Transaction before confirming it. YOU are responsible for confirming a Wero Transaction based on information that YOU have entered yourself and that YOU have been able to verify. Where YOU provide incorrect payment details, the Wero Transaction may be executed based on the incorrect information provided. In such cases, EPI shall not be liable for the incorrect execution, without prejudice to its obligation to provide reasonable assistance in recovering the funds in accordance with applicable laws and regulations.

12.1.5 WE shall not be liable towards YOU for any unexecuted, incorrectly or belatedly executed, or unauthorised Wero Transactions to the extent that such events do not result from a failure by US to comply with OUR obligations under these Terms and Conditions or under applicable laws and regulations, and in particular where they fall within the responsibility of YOUR Eligible ASPSP. Nothing in these Terms and Conditions shall limit or exclude any rights that the USER may have under applicable laws and regulations.

12.2 Availability of Services

12.2.1 WE will use OUR best efforts to ensure the continuity of the Services.

12.2.2 Without prejudice to Section 12.7 (Unfair terms), 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 refusal by the ASPSP of the enrolment of YOUR Account in the App;

(ii) Any loss due to a breakdown or technical failure of YOUR Device;

(iii) Any fault, any abusive or fraudulent use of the Services, or any non-compliance with the Terms and Conditions 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 PSPs, interbank transfer systems, and flow processing systems, for whom WE are not responsible to the extent that these do not result from a failure by US in the transmission of payment orders;

(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 ASPSP are exceeded or where there are insufficient funds, except where such refusal is caused by a failure 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; and

(ix) Without prejudice to OUR obligations under the AML Legislation, any transmission of incorrect information by the USER, the Acceptor or the ASPSP to US, including documents and proofs requested by US in the context of the fight against money laundering and terrorist financing.

12.2.3 YOUR access to the Wero Solution and/or the Wero App may be temporarily 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.

12.2.4 While WE take reasonable steps 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 Wero App and to have installed the necessary updates for the proper functioning of the Wero 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.

12.3 Commercial disputes

(i) WE are not a party to the commercial and contractual relationships between YOU and a Counterparty and/or an Acceptor. WE do not guarantee the goods or services sold by an Acceptor. However, in the event of a dispute relating to a Wero Transaction, WE provide YOU with a Pre-dispute Process and a Dispute Resolution Process, as described in Section 14.0 (Reporting and Claims).

(ii) WE do not exercise any control over the conformity, safety, legality, characteristics and appropriateness of the goods and services sold by an Acceptor.

12.4 Anti-money laundering and terrorism financing

Without prejudice to Section 12.7 (Unfair terms) below, WE expressly decline any responsibility for direct and indirect consequences related to measures that WE are 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.

12.5 Content hosting

12.5.1 WE host public communication areas that allow USERS to distribute Content, as defined in Section 6.3 (Specific provision regarding Content sharing), above. These are public communication areas on which only USERS can publish. USERS are solely responsible for the Content they 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 6 of the Digital Services Act.

12.5.2 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 (i) following receipt of a notification or (ii) if WE have actual knowledge of the illegal nature of the Content and/or (iii) we consider, in good faith, that such Content may be unlawful or contrary to these Terms and Conditions. Without prejudice to Section 12.7 (Unfair terms) below, OUR liability will not be engaged in any way because of any such action.

12.5.3 In accordance with Article 6 of the Digital Services Act, WE are not liable for the Content WE host at the request of a USER, 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 or, upon obtaining such knowledge, acts promptly to remove or disable access to such Content.

12.6 Force majeure

12.6.1 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, including, but not limited to: (i) a fire, flood or other natural disaster; (ii) strikes; (iii) a decision of a government authority or the central bank of a country; (iv) an embargo or sanction of a financial, economic or commercial nature; operations ordered by persons with de facto power in case of war, disturbances, riots or occupation of the territory by foreign or illegal forces; (v) the decommissioning, temporary or permanent failure of IT-systems due to external attacks, system outages and/or data loss not caused by EPI; and (vi) errors or interruption of activities of postal services, companies providing telephone services or any other electronic service, private transport companies.

12.7 Unfair terms

12.7.1 These Terms and Conditions in general, and this Section 12.0 (Liability) in particular, shall not be construed as limiting or restricting OUR liability to YOU in a manner that is not permitted by applicable laws.

12.7.2 In particular, nothing in these Terms and Conditions shall be interpreted as:

(i) excluding or limiting the legal rights of the USER vis-à-vis US or another party in the event of total or partial non-performance or inadequate performance by US of any of the contractual obligations, including the option of offsetting a debt owed to US against any claim which the USER may have against US;

(ii) excluding or limiting our liability for intent, fraud or gross negligence, whether committed by US directly or by OUR agents or representatives, or, save in cases of force majeure and/or where permitted under applicable laws, for failing to perform an obligation that constitutes one of the principal performances under the agreement; and

(iii) limiting OUR obligation to respect commitments undertaken by OUR agents or making their commitments subject to compliance with a particular formality.

(iv) for the avoidance of doubt, mandatory provisions of applicable laws and regulations shall prevail over these Terms and Conditions.

13.0 Duration and Termination

13.1 These Terms and Conditions are entered into for an indefinite duration. Unless otherwise provided by law, YOU may at any time and without cause give notice via the Wero App that YOU wish to terminate the Terms and Conditions. Without undue delay and, no later than fifteen (15) Business Days of such notice being given, YOUR user profile will be deactivated, at which point in time the Terms and Conditions are terminated and cease to apply, except for those provisions which are expressed or intended to survive such termination. Where YOU maintain multiple Wero wallets on different devices, YOU must exercise YOUR termination right separately for each wallet. Upon effective termination, YOU will lose access to the Wero App and to the Wero Solution in respect of the relevant wallet(s).

13.2 In accordance with applicable law, WE may terminate the Terms and Conditions, as of right, without requiring a court decision, 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, notwithstanding Section 13.2 above and with due regard to YOUR legitimate concerns, WE may terminate the Terms and Conditions as of right, without requiring a court decision, with immediate effect if there is reasonable cause which makes it unacceptable to US to continue providing the Services. 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 Terms and Conditions 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;

(iv) If YOU fail to comply with any of YOUR obligations under Section 3.0 (Eligibility Requirements); or

(v) In case of a modification of the Terms and Conditions, in the circumstances described in Section 17.2.

13.4 Furthermore, either party may terminate these Terms and Conditions automatically in the event of a material breach by the other party of its obligations under these Terms and Conditions, which is not covered by Sections 13.1 or 13.3, where the defaulting party fails to take remedial action within a reasonable period of time following receipt of a formal notice sent by the non-defaulting party.

13.5 Any termination of the Terms and Conditions 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 Terms and Conditions, whether pursuant to this Section 13.0 or following any prior suspension or restriction of access under Section 15.0, YOU will no longer have access to the Wero App and to the Wero Solution. This shall be without prejudice to the completion of any Wero Transactions already initiated prior to the effective date of termination and to any rights or obligations of the parties that, by their nature or under applicable laws and regulations, are intended to survive termination.

13.7 If you have multiple WERO wallets on different devices, termination may apply to a specific device.

14.0 Reporting and Claims

14.1 Reporting in case of unauthorised or incorrectly executed Wero Transactions

14.1.1 When a 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 ASPSP without undue delay after becoming aware of the Wero Transaction and no later than 13 (thirteen) months from the debit date of the relevant Wero Transaction and, as the case may be, obtain rectification of the Wero Transaction from YOUR ASPSP. Please refer to the terms and conditions of your ASPSP for more information. For the sake of clarity, YOU need to contact US should YOU have an issue with the Wero APP.

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

14.2.1 When YOU become aware of loss, theft or misappropriation 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 by contacting US by sending a request to US in accordance with Section 21.0 (Contact and Communications) at http://www.wero-wallet.eu/.

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

14.2.3 The unblocking of the Wero Solution can be done after analysis by US and in consultation with YOU.

14.3 Dispute Management Process for authorised, contested Wero transactions

14.3.1 In the event of a contested Wero Transaction, the Wero Solution provides YOU with a dispute resolution procedure comprising the following steps:

(i) Pre-dispute Process: the Wero App allows YOU to initiate a Pre-dispute Process within (120) one-hundred twenty calendar days from the date of execution of the disputed Wero Transaction. This procedure allows YOU to communicate directly with the Acceptor to attempt to resolve the dispute amicably. The Pre-dispute Procedure has a maximum duration of (30) thirty calendar days from the date it is initiated and is subject to the Acceptor's participation in this mechanism. If the Acceptor does not participate in the Pre-dispute Process, YOU may directly request the initiation of a Chargeback in accordance with point (ii) below.

(ii) Chargeback Process: if the Pre-dispute Process does not result in an agreement or if the Acceptor does not participate in the Pre-dispute Process, YOU may request the initiation of a Chargeback Process via the Wero APP within (30) thirty calendar days of the end of the Pre-dispute Process and, in any event, within a maximum of (120) one-hundred twenty calendar days from the date of processing of the disputed Wero Transaction. Where the delivery of goods or the provision of services is scheduled for a date after this period of (120) one-hundred twenty calendar days, the maximum time limit is extended to (540) five-hundred and forty calendar days. YOUR Eligible ASPSP will assess, in accordance with the rules of the EPI Scheme, whether the conditions for initiating the Chargeback are met.

(iii) The use of the Pre-dispute Process and the Chargeback Process is without prejudice to any other right YOU may have to lodge a complaint or bring a matter before a competent court. The use of either of these processes does not constitute a necessary prerequisite for bringing a matter before a competent court.

14.3.2 Further details on the Pre-dispute Process are set out in the Pre-dispute Guidelines, available on the Wero website.

14.3.3 Upon receiving a chargeback request, WE will facilitate communication with the Acceptor PSP to resolve the dispute.

14.3.4 YOU are required to provide all necessary information and documentation reasonably required to support YOUR claim during the Pre-dispute and Chargeback Processes.

14.4 Claims and complaints

14.4.1 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 Wero App and the Wero Solution, YOU may contact EPI Support in the Wero App, the Wero Solution website, or email.

14.4.2 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: ombudsman@epicompany.eu.

14.4.3 When YOU have filed a complaint, WE will acknowledge receipt of YOUR complaint within 48 hours, confirming your complaint is well received and will be examined.

14.4.4 WE will provide an answer to YOU as soon as reasonably possible, taking into account the nature and complexity of YOUR complaint. WE may request any document (proof, written statement, etc.) reasonably required to process 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.

14.4.5 WE undertake 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.

14.5 Reporting of abusive or illicit Content

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

14.5.2 To facilitate the handling of YOUR report, YOU should, to the extent possible, provide 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 and (iv) any information enabling EPI to contact YOU, where appropriate.

14.5.3 YOU are expected to submit reports in good faith. The submission of notices that are manifestly unfounded or misleading may result in appropriate measures in accordance with applicable laws.

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 Services limits mentioned in Section 16.0 (A2A Services limits).

15.2 Where objectively justified and proportionate, WE may suspend or restrict access to the Wero App and/or the Wero Solution in the following circumstances:

(i) for reasons relating to the security of the Services; or

(ii) YOU are requested to block YOUR Account on the Wero App and the Wero Solution; or

(iii) in case of suspected unauthorised or fraudulent use of the Wero App.

This may include:

(iv) cases where such action would be required to ensure OUR compliance with any applicable laws and regulations (including the AML Legislation);

(v) situations where YOU became aware of the loss, theft, misappropriation or unauthorised use of YOUR Device or accidental disclosure of YOUR Personalised Security Credentials; and/or

(vi) instances where YOU have failed to comply with YOUR obligations and commitments under the Terms and Conditions.

15.3 When WE decide to suspend or restrict access to the Wero App in accordance with Section 15.2 , WE will give YOU prior notice thereof and of the reasons for such blocking via the Wero App, unless doing so would compromise security or is prohibited by law, in which case WE will notify YOU immediately thereafter.

15.4 WE will restore access as soon as the reasons for the suspension or restriction no longer exist. YOU may request the restoration of access by contacting EPI Support.

15.5 No blocking measures under this Section 15.0 constitute termination of these Terms and Conditions, unless expressly notified in accordance with Section 13.0.

16.0 A2A Services limits

16.1 The spending limits for the Wero Transactions executed through the Wero App are those defined by YOUR ASPSP. However, WE reserve the right to impose additional transaction limits when required in order to comply with OUR legal obligations regarding anti-money laundering and counter-terrorist financing or fraud prevention.

17.0 Modification of the Terms and Conditions

17.1 The Terms and Conditions may evolve and be modified by EPI. WE will inform YOU of any modifications to the Terms and Conditions via the Wero App and 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 refuse the modifications notified to YOU in accordance with Section 17.1, YOU will be entitled to terminate the Terms and Conditions at any time without charge and with immediate effect prior to the effective date of the proposed modifications. If YOU have refused the modifications notified to YOU in accordance with Section 17.1 but have not made use of YOUR right to terminate the Terms and Conditions prior to the effective date of the proposed modifications or if YOU have not accepted nor refused the modifications notified to YOU in accordance with Section 17.1 by the effective date of these proposed modifications, WE may terminate the Terms and Conditions by EPI in accordance with Section 13.3. This termination does not affect any operations carried out prior to such termination, which will be completed in accordance with the then applicable version of the Terms and Conditions. Following the termination of the Terms and Conditions, YOU will no longer have access to the Wero App and to the Wero Solution.

17.3 Notwithstanding the above, if YOU do not refuse 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 Right of withdrawal

18.1 To meet the deadline for withdrawal, YOU need to inform US that YOU want to exercise YOUR right of withdrawal within the withdrawal period in the manner set out in Section 18.2 and Section 18.3. Without prejudice to Section 13.1, the USER is informed that a withdrawal period of fourteen (14) calendar days is applicable. As a result, YOU have the right to withdraw from this agreement without giving any reason and without incurring any costs within a period of (14) calendar days, commencing on the day on which YOU have agreed to be bound by the Terms and Conditions in accordance with Section 1.4 or, if later, the day on which YOU have received a copy of the Terms and Conditions.

18.2 YOU can exercise YOUR right of withdrawal during the withdrawal period by sending an unequivocal statement in writing that YOU wish to withdraw from this agreement by post to OUR registered office at registered office at De Lignestraat 13, 1000 Brussels, Belgium by email to contact@epicompany.eu. YOU can use the template in Annex 1. In addition, you can select other withdrawal methods such as by calling +32 2 888 86 00 or by chat support on the Wero App or by chat support on the Wero website. YOU will need to provide:

i) YOUR name,

ii) YOUR email address or YOUR phone number,

iii) 4 last digits of YOUR the IBAN linked to YOUR Wallet,

iv) YOUR email address by which YOU wish to receive confirmation of receipt of the withdrawal.

18.3 Alternatively, YOU can exercise YOUR right of withdrawal using the electronic withdrawal feature made available in the Wero App. This function is accessible throughout the withdrawal period and allows YOU to submit a withdrawal request electronically by connecting to YOUR Wero App, going into settings and clicking on the “withdraw from contract” button.

Once submitted YOUR request, WE will acknowledge receipt without undue delay on a durable medium, including the date and time of receipt.

18.4 If YOU are a French consumer, YOU may also use the model withdrawal form set out in Annex 1 – Optional Model Withdrawal Form for French consumers to exercise YOUR right of withdrawal, but this is not mandatory.

18.5 If YOU exercise YOUR right of withdrawal in accordance with this Section 18.0, such withdrawal shall apply only to the specific Wero wallet and device through which the withdrawal is exercised in accordance with

Section 18.2 or Section 18.3. Where YOU maintain multiple Wero wallets on different devices, YOU must exercise the right of withdrawal separately for each wallet. Upon effective withdrawal, YOU will lose access to the Wero App and to the Wero Solution in respect of the relevant wallet(s).

18.6 The exercise of YOUR right of withdrawal will not affect any operations or Wero Transactions which have been carried out prior to the effective date of withdrawal. If YOU do not exercise YOUR right of withdrawal within the withdrawal period, YOU will continue to be bound by the Terms and Conditions, without prejudice to YOUR and OUR right to terminate the Terms and Conditions in accordance with the terms thereof.

18.7 By making use of the Wero App and initiating Wero Transactions during the withdrawal period, YOU expressly agree that the provision of the Services may be commenced even if YOU then decide to withdraw within the withdrawal period.

19.0 General provisions

19.1 The USER may at any time download a free copy of these Terms and Conditions on a Durable Medium (PDF format), available in the Wero App.

19.2 The Terms and Conditions, as well as the rights and obligations related to it, cannot be assigned, delegated or otherwise transferred, in whole or in part, whether in return for payment or free of charge, by the USER, without the prior written consent of EPI.

19.3 In the event that any of the provisions of the Terms and Conditions 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 Terms and Conditions shall remain in force.

19.4 Unless otherwise provided, the fact that one of the parties has not required the application of any provision of the Terms and Conditions shall not be considered as a waiver of the rights of that provision.

20.0 Accessibility

20.1 WE ensure that our Services comply, to the extent applicable, with the requirements of the European Accessibility Act (EAA) as implemented in national law.

20.2 Further information on the accessibility of our Services, including the information required under applicable accessibility laws, is provided in our accessibility statement, which is available in a clear and easily accessible manner on the Wero website.

21.0 Contact & Communications

21.1 The EPI Support service is available from Monday to Friday in the Wero App during normal business hours in Belgium primarily via the Wero App and, where necessary, via other available contact channels.

21.2 In order to facilitate efficient processing of complaints and to preserve the environment, WE encourage responses to complaints through the Wero App.

21.3 When WE wish to transmit information to YOU, WE may use different means of communication such as notifications on the Device, notifications within the Wero App, emails or SMS and, where required, on a durable medium. YOU may at any time, via the Wero App, enable or disable certain means of communication or the communication of certain information. However, this shall be without prejudice to any communications that WE are required to provide under applicable laws and regulations.

22.0 Amicable settlement and mediation

22.1 In the event of a dispute between YOU and US in relation to the execution of the Terms and Conditions and the provision of the Wero Solution, YOU and WE will endeavour to find an amicable solution to the dispute within fifteen (15) Business Days. This is without prejudice to YOUR right to bring legal proceedings against US before the courts specified in Section 23.2.

22.2 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 Brussels, Ombudsman@Ombudsfin.be, tel.: +32.2.545.77.70. More information on the procedure to be followed can fan found on the following link: https://www.ombudsfin.be/en/procedure.

22.3 Recourse to the ombudsman by the USER remains optional and does not constitute a necessary prerequisite for referral to a court.

23.0 Governing law and jurisdiction

23.1 Without prejudice to the application of any overriding provisions of the Rome I Regulation, these Terms and Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with the laws of the country of the USER's habitual residence. For example: (i) for USERS whose habitual residence is in Belgium, the laws of Belgium; (ii) for USERS whose habitual residence is in Germany, the laws of Germany; (iii) for USERS whose habitual residence is in France, the laws of France; and (iv) for USERS whose habitual residence is in Luxembourg, the laws of Luxembourg.

23.2 General terms: The courts of the USER's country of residence or, in case of a claim by a USER, either the competent jurisdiction of the courts of the USER's country of residence or the courts of Belgium shall have exclusive jurisdiction to settle any dispute or claim, both contractual and non-contractual, arising from, or in connection with, the validity, interpretation and performance of the Terms and Conditions.

23.3 Specific Terms for German residents: WE do not participate in the procedure for alternative dispute resolution in consumer matters pursuant to the German Consumer's Alternative Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*).

24.0 Telephone solicitation (French residents only)

24.1 Until 10 August 2026 included, if YOUR telephone number is collected by US, YOU have the right to register on the list of opposition to telephone solicitation available at http://www.bloctel.gouv.fr

24.2 As from 11 August 2026, any telephone solicitation for commercial purposes requires YOUR prior consent. WE will therefore not contact YOU by telephone unless YOU have given your express consent or unless the telephone solicitation takes place in the context of the performance of the agreement entered into between YOU and US, provided it is ongoing and relates to the subject matter of this agreement, including where the purpose is to offer YOU services related to or complementary to the subject matter of the current agreement, or which are likely to improve its performance or quality. You have always the right to object to telephone solicitation.

Annex 1 - Optional Model Withdrawal Form for French consumers

If you wish to withdraw from this agreement, please fill out this form and send it back.

To EPI Company SE, De Lignestraat 13, 1000 Brussels, Belgium; Email: contact@epicompany.eu:

I/we (*) hereby withdraw from the contract entered into by me/us (*) for the provision of the following services:

Ordered on:

Name of the consumer(s):

Address of the consumer(s):

Signature of the consumer(s) (only for paper communication):

Date:

(*) Delete as appropriate.