GENERAL TERMS & CONDITIONS ITSME APP

0. MODIFICATIONS COMPARED TO THE PREVIOUS VERSION OF THESE TERMS AND CONDITIONS

These updated general terms and conditions V 5.0 for the itsme app will become applicable as from March 19th, 2025.

You will find below the list of modifications compared to the previous version of our terms and conditions:

- Modification with regard to the introduction of Data Sharing services for data from external Vault or Wallet.

1. ACCEPTANCE OF THE GENERAL TERMS & CONDITIONS

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

Please read these General Terms & Conditions carefully before registering or using the itsme App and keep them for your records. By installing, registering, using and/or accessing the itsme App, you confirm that you are legally bound by these General Terms & Conditions, as amended from time to time. If you do not agree with any of these General Terms & Conditions, please refrain from - or cease - installing, using or accessing the itsme App and the services related thereto.

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

These General Terms & Conditions are available in English, French, Dutch and German. All language versions have the same legal value. The itsme App and the related services are offered by Belgian Mobile ID, having its registered seat at Markiesstraat 1, 1000 Brussels, Belgium (BCE Nr. 0541.659.084 – RPM Brussels), VAT number BE 541.659.084, , https://www.itsme-id.com, Contact-form: https://support.itsme-id.com.

2. DEFINITIONS

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

- Agreement or General Terms & Conditions: the present General Terms & Conditions (including the corresponding Privacy Policy) between You as the User and Belgian Mobile ID
- Belgian Mobile ID : Belgian Mobile ID S.A./N.V., having its registered seat at Markiesstraat 1, 1000 Brussels, Belgium, BCE Nr. 0541.659.084.
- Device: the mobile phone with which You use the itsme App.
- User / You / Your: you, in your capacity as the user of the itsme App.
- Identity Registrar: the entity through which You created Your itsme account (in the case where this was not done through Belgian Mobile ID)
- Service Provider: any entity which accepts that You use the itsme App to login, register, share data or approve a transaction with them.
- Vault or Wallet: any entity that provides You with data storage or access services and that accepts the use of the itsme App to share data with Service Providers.
- itsme Code: personal and confidential identification code allowing You to identify yourself.
- itsme App: the application for Android or iOS mobile devices (*i.e.* mobile phones, tablets or any similar device as they become available from time to time) offered by Belgian Mobile ID as described below.
- itsme Account: Your personal user account allowing You to use the itsme App.
- itsme Brand: the itsme word and figurative trademarks registered in the European Union Intellectual Property Office (EUIPO) under filing numbers 015761752 and 1077579 and in the Register of the Benelux Office for Intellectual Property

(BOIP) under numbers 99 42 30 and 99 42 31 and all names, logos, trade names, logotypes, trade designations, and other designations, symbols, and marks, that Belgian Mobile ID and/or its affiliated companies own, manage, license, or otherwise control now or in the future, anywhere in the world, whether registered or not.

3. DESCRIPTION OF THE ITSME APP AND ITS FUNCTIONALITIES

3.1. GENERAL

The itsme App is a mobile application for Android and iOS mobile devices offering a range of services and functionalities, which allows You to securely share data with, identify with, approve transactions with, or sign documents towards private or public entities accepting itsme.

3.2. AVAILABILITY OF THE ITSME APP AND THE ITSME SERVICES

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

The minimum age to create your itsme account will vary based on the same factors above.

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

The itsme App cannot be used on rooted or jailbroken Devices.

3.3. THE ITSME APP'S FUNCTIONALITIES

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

- The Identification (Share Data identity) functionality allows You to share elements regarding Your identity, or contact information (as stored by Us) directly to the Service Provider.
- The Data Sharing functionality allows You to share any shareable data available from external Vaults or Wallets, or any data other than identity data that We hold for You (such as data related to your preferences, or contact information) directly to the Service Provider.
- The Login functionality enables You to log into a mobile application or website of a Service Provider using the itsme App.
- The Confirm functionality enables You to confirm transactions with a Service Provider using the itsme App (for instance, confirmation of an order on a retailer's website or of a credit transfer initiated through Your mobile banking app).
- The Sign functionality enables You to electronically sign documents by way of a qualified electronic signature.

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

3.4. FUNCTIONNING OF DATA SHARING FROM EXTERNAL VAULTS OR WALLETS

The use of the Data Sharing functionality from external Vaults or Wallets is only available for third-party Vaults or Wallets that accept the use of the itsme App for data sharing (possibly only for part of the data stored in or accessible from the Vault or Wallet) to Service Providers and with which you have already concluded an agreement concerning the storage services or access to the data concerned.

When using this function, You will be asked to agree to Belgian Mobile ID accessing your data stored or accessible in each of the Vaults or Wallets from which You wish to share data. To do this, You will also need to identify Yourself to the Vaults or Wallets concerned, by any means accepted by the Vaults or Wallets.

If You have not yet entered into an agreement with the relevant Vault or Wallet, the Data Sharing services will not be accessible for it, and You will then be asked to register with the relevant Vault or Wallet (if applicable directly via the itsme App, a web page or any other method available from this Vault or Wallet). All terms and conditions for use of the data storage or access services and the related responsibilities are always governed by the general conditions of the Vault or Wallet in question, as communicated by the Vault or Wallet. Belgian Mobile ID bears no responsibility for the provision of or any damage that may be caused by the use of these services. Belgian Mobile ID is also not responsible for the availability or accessibility by You to

the services of the Vaults or Wallets. In particular, Belgian Mobile ID is not responsible for any problem related to the security of the Vault or Wallet used.

Once You have given authorisation to the Vault or Wallet to transfer your data to us, we process your data in order to give You an overview of the data received and to enable You to check that the data is correct. You can then confirm the sharing of your data from the itsme app with your Service Provider. As part of the Data Sharing service, Belgian Mobile ID is only responsible for transferring the data as received from the Vault or Wallet to the Service Provider. Belgian Mobile ID has no obligation to verify the data received from the Vault or Wallet and is not in a position to modify the data received. In the event of a problem with the validity of the data or in the event of an error in the data transmitted by the Vault or Wallet, please contact the Vault or Wallet concerned directly. Belgian Mobile ID is in no way liable for any damage arising from the use of the services of the Vault or Wallet itself, including errors in the data provided.

Please note that the majority of the data received by Belgian Mobile ID from the Vaults or Wallets will only be retained for a limited period of time for the purposes of sharing with your Service Provider, for further information on how we process Your data in the context of this functionality we refer you to our Privacy Policy on this matter.

Belgian Mobile ID reserves the right to take any necessary action regarding the use of the Data Sharing service in the event of detection or suspicion of abnormal activity or fraud related to the use of the Data Sharing service, including the suspension of access to the Data Sharing service, without this right consisting for Belgian Mobile ID in any obligation to monitor Your activity related to the Data Sharing service.

3.5. FUNCTIONING OF THE SIGNATURE FUNCTIONALITY

To be able to use the signature functionality, You will first have to have at least one qualified certificate created in Your name. The itsme App enables You to create different qualified certificates, based on varying amounts of data. These qualified certificate are not issued by Belgian Mobile ID, but by a third party, and their issuance, validity, duration, use and the liabilities related thereto are governed by the terms and conditions of that third party, as communicated to You by that third party (as the case may be, through the itsme App or webpages). Belgian Mobile ID bears no liability with regard to those qualified certificates.

Belgian Mobile ID provides You with a secure environment to create and keep the private key used to electronically sign documents, and with a tool to create a signature each time You wish to sign documents. Please note that Belgian Mobile ID has no access to the document that You will sign using itsme (as Belgian Mobile ID receives only a crypted version of the document (hash)) and that Belgian Mobile ID cannot thus verify that this document is the one that You intend to sign. Before You provide confirmation of the signature (by providing Your itsme code in the itsme App), the itsme App will display information about the signature You are about to create (e.g. description of the data to be signed, commitment type, Your role, the signature policy that will be applied,…). That information will be displayed based on the information provided by the Service Provider; it will not be verified by itsme, and we recommend that You carefully check that the document You sign is the correct one.

When You are invited to sign a document with itsme in a Service Provider application or app, You will be transferred to a page where You will be identified. Based on this verification it will be verified whether a valid signing certificate of the type required by the Service Provider is already available with Your itsme Account. Depending on the Service Provider, the signing certificate type to be used can differ and is required to be created based on varying amounts of data. Signing certificate type will be defined by the Service provider. If this is not the case, You will be requested to confirm Your agreement with Your itsme App that You wish to create one. After confirmation that You wish to proceed with the signature, Your signing certificate will be activated using the private key stored by Belgian Mobile ID , and the electronic signature will be created and returned to the Service Provider.

Once the Service Provider has put the signature in AdES format, the resulting signature will be a Qualified Electronic Signature which gives it the same legal value as a handwritten signature.

Itsme will not conserve any electronic signature. The conservation is the responsibility of the Service Provider, the signer, or a relying party.

4. RIGHT OF WITHDRAWAL

By creating Your itsme Account You request that the services start as from that time. As a consequence, You cannot technically withdraw from Your order of the itsme App. However, You can always cease to use the App at any time or definitely terminate the Agreement – in which case You can follow the procedure described in Chapter 14 below.

5. SIGNING UP FOR AND ACCESSING THE ITSME APP

5.1. ENROLMENT WITH THE ITSME APP

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

- Step 1 - Download the itsme App

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

- Step 2 - Create an itsme Account

You can create Your itsme Account through the different methods for setting up the itsme Account as described in detail on our web-site (https://www.itsme-id.com/get-started - select correct language and country) and in the itsme App itself (for example: via one of our Identity Registrars or by reading Your e-ID card, etc.). We will need to receive information on You, for the purposes of identifying You, as further described in our Privacy Policy (e.g. Your name, gender, mobile phone number, date and place of birth, etc.)

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

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

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

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

If You intend to use Your fingerprint or any other biometric tool (such as FaceID) as a means of identification in the App, You must ensure and guarantee that only Your own fingerprints or other biometric characteristics are registered on the Device. For further information on the processing of Your fingerprint or other biometric characteristics, we refer to our Privacy Policy.

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

At the end of step 3, provided that You provided Us with an email address, We will send an email to that e-mail address acknowledging receipt of Your registration and the creation of Your itsme Account.

5.2. ACCESS TO AND USE OF THE ITSME APP

The availability of the itsme App may vary depending on Your country of residence, the mobile network operator You use, the type of Device You use, the country where Your official identification documents (ID card, passport, etc.) has been issued, etc. In case of questions thereon, please contact our customer support via https://support.itsme-id.com/hc/requests/new.

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

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

You understand and agree that You must at all times comply with the General Terms & Conditions, all applicable laws, rules and regulations in using the itsme App.

5.3. RE-ENROLMENT IN SPECIFIC CASES

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

6. PERSONAL USE

The itsme App is personal to the person under the name of whom it has been created and may not be used by any other person, even with the consent of the itsme Account owner. You may only create an itsme Account in Your name and You must only use it to register, access, confirm transactions or create electronic signatures with accounts to which You have a legal right of access (own account or account of another person (or legal entity) on which You have a mandate or any other legal access right). You may not allow any other person than You to use Your itsme Account.

7. BLOCKING AND UNBLOCKING YOUR ACCOUNT

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

- go to the website https://my.itsme-id.com/en/block and follow the instructions; or
- Fill in the contact-form here: https://support.itsme-id.com/

In case of fraud or any suspicion of fraud in relation to the itsme App, You must immediately notify Belgian Mobile ID through these same channels.

If You have forgotten Your itsme code, You can obtain a new itsme code by blocking Your account and re-enrolling for the itsme App and services by following Steps 2 to 4 described in Chapter 5.1.

Should Your itsme Account have been blocked for any reason, You will be requested to unblock it by following again some steps of the enrolment process.

8. COMPLAINTS, RECOURSE AND CUSTOMER SUPPORT

For any questions or issues regarding the itsme App, You are invited to consult the itsme website at https://support.itsme-id.com and/or fill in the service desk contact-form there. .

Any communication with Belgian Mobile ID can be done in French, Dutch or English. By default, Belgian Mobile ID will communicate with You in the language chosen at the time of Your enrolment.

9. YOUR OBLIGATIONS

9.1. GENERAL OBLIGATIONS

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

Your itsme Account and itsme Code are strictly personal. Never let anyone other than You use Your itsme Account.

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

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

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

9.2. NOTIFICATION OF LOSS, THEFT OR ANY RISK OF FRAUDULENT USE AND BLOCKING YOUR ITSME ACCOUNT

As soon as You become aware of the loss, theft, unauthorised use or risk of unauthorised use of (i) the Device You use to access Your itsme Account, or of (ii) Your itsme Account itself, You must immediately block Your itsme Account as indicated in Chapter 7 above.

9.3. NOTIFICATION OF ANY INCORRECT INFORMATION

Please review carefully and regularly the information displayed in the itsme App (identity data and transaction history). If You notice any error in that information, inform us immediately by filling in the contact-form here: https://support.itsme-id.com/ .

9.4. SECURITY MEASURES

You must implement appropriate precautionary/security measures for the use of the itsme App as described in further detail below in this Chapter.

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

9.4.1. Security measures regarding the itsme Code (non-limitative list)

The itsme Code You choose is strictly personal and confidential and should be kept safely guarded. You must take all reasonable measures to keep Your itsme Code safe, including the following:

- Keep Your itsme Code secret: do not disclose it to anyone else, not even a family member, a friend or anyone, even if You think that he/she is acting with the best of intentions. No one – including Your bank, police authorities or insurance companies – has any legal right to ask for Your itsme Code;
    - Do not write the itsme Code down, not even in coded form (by disguising it as a telephone number, for instance);
- When entering the itsme Code in the App, do so discreetly. You should always ensure that the itsme Code cannot be seen without Your knowledge. If You notice anything out of the ordinary, You should inform Belgian Mobile ID immediately through the channels made available on https://www.itsme.be/en/faq and in accordance with the instructions provided.

When choosing Your itsme Code, choose a secure Code, avoiding any combinations that are obvious (for instance partly the same Code for accessing the itsme App as for Your bank card or for accessing Your Device, part of a date of birth, a telephone number, a postcode, etc.).If You have reason to believe that someone else knows Your itsme Code, You should change it immediately.

9.4.2. Security measures relating to the Device and internet connection (non-limitative list)

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

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

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

10. RIGHT TO USE AND INTELLECTUAL PROPERTY

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

and video messages, and all source codes, software compilations and other material is owned by Belgian Mobile ID or its licensors.

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

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

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

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

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

Should the itsme App contain elements of intellectual property belonging to third parties, Belgian Mobile ID shall, to the extent necessary, use reasonable efforts to procure the right to use such elements.

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

11. BELGIAN MOBILE ID'S OBLIGATIONS

11.1. INTERNAL LOG

Belgian Mobile ID (or any of its subcontractors acting on its behalf) will keep an internal log of any activities related to Your use of the itsme App(including the creation of the itsme Account, the use of the itsme App, any blocking of the itsme Account and the deletion of the itsme Account). This data will be used by Belgian Mobile ID as proof in case of a dispute between You and Belgian Mobile ID regarding the performance of services by the itsme App, without prejudice to any evidence to the contrary that You may produce. Belgian Mobile ID will treat this internal log in accordance with applicable privacy laws, insofar personal data is included in this log. In case of termination of the itsme Services or after a period of inactivity over two years, the enrolment data, as well as data relating to the operations You make with the itsme App will be archived as further described in our Privacy policy https://www.itsme-id.com/legal/app-privacy-policy.

11.2. CONTINUITY OF THE ITSME APP AND THE SERVICES RELATED THERETO

Belgian Mobile ID shall use all commercially reasonable efforts to ensure the continuity of the availability of the itsme App and the services related thereto. It may suspend access to the itsme App, without notice or compensation, for the purpose of maintenance or for any urgent circumstances (including in case of fraud or suspicion or risk of fraud).

Belgian Mobile ID cannot guarantee the continuous, uninterrupted or error-free functioning of the itsme App. The itsme App may be delayed, unavailable or inaccurate from time to time due to a variety of factors, including location, speed of the internet

connection, technical reasons, maintenance or updates. The itsme App is available through Your Device when it is within the operating range of a wireless carrier. The quality of the services may also vary depending on the Device used.

12. LIABILITY, DISCLAIMER OF WARRANTIES

12.1. SCOPE OF LIABILITY, EXCLUSIONS AND LIMITATION OF LIABILITY

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

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

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

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

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

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

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

12.2. DISCLAIMER OF WARRANTIES

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

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

12.3. SPECIFIC LIABILITY

Sections 12.1 and 12.2 hereabove apply without prejudice to Belgian Mobile ID potential liability under any specific regulation applicable to its activities (including the law of 18 July 2017 on the electronic identification and its implementing decree and regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions).

13. PRODUCING EVIDENCE

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

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

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

14. TERM OF THIS AGREEMENT AND TERMINATION

This Agreement is entered into for an unlimited term.

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

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

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

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

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

Upon termination of the use of the itsme App, these General Terms & Conditions, including all rights and licences granted hereunder, shall be terminated except for Chapters 12, 13 and 20.

15. CHARGES FOR THE ITSME APP

15.1. FEE FOR THE ITSME APP

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

15.2. OTHER CHARGES

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

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

16. CHANGES TO THIS AGREEMENT AND TO THE ITSME APP

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

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

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

17. PRIVACY

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

18. THIRD PARTY CONTENT AND LINKS TO OTHER WEBSITES

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

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

19. GENERAL PROVISIONS

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

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

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

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

20. APPLICABLE LAW AND COMPETENT JURISDICTION

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