

# PRIVATE eBANKING

## SPECIFIC TERMS AND CONDITIONS

---

October 2022

### 1. SPECIFIC TERMS AND CONDITIONS FOR PRIVATE EBANKING

These specific terms and conditions shall govern the Private eBanking service as provided to the Customer (hereinafter the “Specific Terms and Conditions”). These Specific Terms and Conditions are a comprehensive update of the Specific Internet Terms and Conditions that the Customer signed when opening an Account or Accounts prior to 14 June 2019.

Private eBanking is the service the Bank makes available to the Customers to enable them to access and view their Accounts and give instructions to the Bank from a computer or other device connected to Private eBanking.

These Specific Terms and Conditions are divided into two parts:

- Part A, which sets out the conditions that apply to all of the Customer’s Accounts and services when accessing Private eBanking via the bank’s Website; and
- Part B, which sets out additional conditions that apply when the Customer accesses Private eBanking from an Application on a smartphone or tablet.

These Specific Terms and Conditions apply in conjunction with the Privacy and Cookies Policy, the Private eBanking Access Form, and any other condition stipulated in the Application, on the Private eBanking Website or in the Bank’s General Terms and Conditions (hereinafter the “Terms and Conditions”). In the event of any conflict between the Specific Terms and Conditions and any of the above documents, the Specific Terms and Conditions shall prevail.

In the event of inconsistency or discrepancy between the French version and the English version of these conditions, the French language version shall prevail.

### 2. DEFINITIONS

Capitalized terms in these Specific Terms and Conditions Private eBanking shall be understood in accordance with the following glossary:

**"Accepted"** means that the Bank has received the Customer's Payment Instruction, and will act accordingly, insofar as such payment is not pending approval and "Accept" shall be interpreted accordingly;

**"Device"** has the meaning set out in Clause 22 below;

**"Application"** has the meaning set out in Clause 22 below;

**"Bank"** means Société Générale Luxembourg S.A. having its registered office at 11, avenue Emile Reuter in L-2420 Luxembourg;

**"Customer"** refers to any person who has at least one account with the Bank and has signed a copy of the Specific Conditions (or possibly the Internet Specific Conditions as referred to above). The Customer may subscribe to these Specific Terms and Conditions either in his capacity as sole account holder, or in his capacity as joint account holder, or in his capacity as proxy for the account holder and joint account holder(s);

**"Access Codes"** refers to the activation code, user ID and password required to access the Private eBanking Service, as amended from time to time;

**"Security Codes"** refers to the notifications provided by the authentication service sent to the Client's device for logging in or for confirming an operation on the Private eBanking service;

**"Application Terms"** refers to the specific terms set out in Part B below, as defined in Clause 22 below;

**"Mobile and Tablet App Terms"** refers to the App Terms;

**"Account"** or **"Accounts"** refers to accounts for which a Private eBanking service is required;

**"In process"** means that the Bank is taking steps to execute the Customer's Instruction; "Process" shall be interpreted accordingly;

**"Pending Approval"** means that the Instruction still requires approval before the Bank will Accept it (e.g. the approval of the other joint account holder may be required; their approval may be required if the Instruction was issued by a third party; or the Customer may need to give approval via the Private eBanking Website if the Instruction was issued via the Application Services);

**"Executed"** means that the Bank has taken steps to respond to the Customer's Instruction; however, it does not mean that the beneficiary's bank has taken steps to respond to it; "Execute" will be interpreted accordingly;

**"Face ID"** refers to the facial recognition system used to unlock devices that have this feature;

**"Private eBanking Access Form"** refers to the "Private eBanking Access Form", "Private eBanking Addendum Form" and/or "Private eBanking Mandate Form", as the case may be, completed and signed by the Customer and/or the User and delivered to the Bank from time to time;

**"User Guide"** refers to the user guide described in Clause 5 below;

**"Normal Business Hours"** means 9.00 a.m. to 5.00 p.m. CET on a Business Day;

**"Instruction"** or **"Instructions"** has the meaning set out in Clause 7(b) below;

**"Internet"** means the global network of telecommunications resources, server and client computers for the exchange of electronic messages, multimedia information and files within the meaning of the Act of 27 February 2011 on Electronic Communications Networks and Services as amended;

**"ISP"** refers to Internet Service Provider, i.e. any Internet access provider;

**"Business Day(s)"** refers to all days except Saturdays, Sundays and public and bank holidays in the Grand Duchy of Luxembourg;

**"Loss"** or **"Losses"** refers to losses, claims, liabilities, damages, costs and expenses, taxes and levies, whether direct or indirect and howsoever caused;

“**Private eBanking**” refers to the private section of the [www.societegenerale.lu](http://www.societegenerale.lu) website accessible only to the Bank’s Customers;

“**Security Codes**” refers to the notifications provided by the authentication service and sent to the Customer’s device to log in or to confirm an operation on the Private eBanking service;

“**Touch ID**” means authentication by digital fingerprint and refers to the fingerprint identification system used to unlock the devices that offer it;

“**User Guide**” refers to the user guide described in Clause 5 below;

“**User**” refers to any individual to whom the Customer grants access to its Accounts and the right to use Private eBanking for these Customer Accounts in accordance with the Private eBanking Access Form; to eliminate any ambiguity, based on the Customer’s instructions in any Private eBanking Access Form, the Customer may or may not be a User;

“**Virus**” refers to but is not limited to any malicious code, Trojan horse, worm or computer virus, ransomware, authorisation key or any other means that alters or is likely to alter the Private eBanking service.

# | PARTIE A: TERMS AND CONDITIONS OF USE OF PRIVATE eBANKING VIA THE BANK'S WEBSITE

## 3. CONFIGURING AND USING PRIVATE EBANKING

### (a) Using Private eBanking

- i. In order to access Private eBanking, the Customer must have access to a computer and a tablet or smartphone with a suitable operating system and browser (the Customer can find the required minimum specifications in the Private eBanking Help menu which provides the information needed to log in to the Private eBanking website (<https://private-ebanking.sglux.lu>). The Customer is responsible for its own Internet access (including choice and payment of its ISP/access provider) and the good working order of its computer equipment.
- ii. In order to access Private eBanking, the Customer must first have an Account with the Bank.
- iii. The Bank will send the Customer the Access Codes enabling it to activate and access Private eBanking.

### (b) Private eBanking Services

The Customer can use Private eBanking to perform the following operations (non-exhaustive list):

- view the balance of its Accounts, securities portfolios and other products;
- view the transactions carried out on its Accounts;
- make transfers between its Accounts;
- send a payment order to a third-party bank account, in or outside of Luxembourg;
- exchange secure messages with the Bank;
- update its bank account details (registered accounts only);
- print transaction and portfolio statements and transaction notices, in duplicate;
- set up alerts and notifications via email or instant messaging;
- download account and portfolio statements.

As set out in Clause 4 below, the services listed in this Clause 3(b) are not available for all accounts. The Customer is advised to contact the Bank to determine which of its accounts offer these services.

### (c) Shared eBanking

Shared eBanking aims to facilitate live interactions in Private eBanking between a Bank representative and a customer.

It enables customers to share the screen of their eBanking space in real time with a Bank representative, on all pages except the sign-in page. It provides customers with effective, personalised, online support to help them in their use of eBanking.

Through this means, the Bank representative can only view the data available in the Customer's eBanking space. To authorise the Bank representative to view its eBanking space, the Customer must launch a shared eBanking session.

and enter a single-use PIN sent by the Bank representative. The Bank representative can make screenshots for the duration of this session. The Customer can end the session at any time.

**(d) Account Viewing by Other Account Holders**

Private eBanking is reserved for the exclusive use of the Bank's Customers who are holders or joint holders of at least one account opened with the Bank, and their representatives, under the conditions set out below.

i. Account Holder

As the sole account holder, it has access to all of its accounts, of any type, referenced under the same identification code.

ii. Joint Account Holder(s)

Each joint account holder may individually request access to Private eBanking for the account for which it is a joint account holder. Each joint account holder must individually sign the Specific Terms and Conditions and will have its own sign-in details. Each joint account holder may individually give transfer orders in accordance with these Specific Terms and Conditions if it has a Private eBanking profile that allows it to initiate transfer requests. Joint holders of undivided accounts may only use the viewing functions (and not the transaction or messaging functions) of Private eBanking.

A joint account holder who has requested access to Private eBanking has an obligation to inform the other joint account holder(s) of this access and shall indemnify the Bank and keep it harmless for any losses that may occur in the event of a liability claim for failure to inform the other joint account holder(s).

iii. Representatives

The representative of the account holder(s) or joint holder(s) of undivided or joint accounts may benefit from the mandate granted by the account holder or all of the joint account holders in accordance with the "Authority" form provided by the Bank with the documentation on opening an account with access to Private eBanking. The representative can access Private eBanking after having subscribed to it in order to obtain its own sign-in codes. The mandate may give the representative access to the account, under its sole signature, either for viewing or for conducting transactions, depending on the formula chosen by the Principal(s).

An account holder or joint account holders that authorise access must therefore be aware that it (they) is (are) granting extensive rights (in particular, the right of disposal) to the representative over the assets in the Account.

The representative of joint holders of undivided Accounts may only access the viewing functions (and not the transaction functions of Private eBanking), if it has not been mandated by all of the joint holders of the undivided account and has not been granted the power to independently dispose of the assets deposited in said Account.

The account holder or joint account holders acknowledge that they remain liable for the operations carried out by the representative(s) that they have appointed.

iv. Legal Entities

Legal entities represented by their governing bodies must appoint one or more user(s) authorised to use Private eBanking and duly mandated for that purpose.

v. Individuals Excluded from Private eBanking

Individuals who hold certain accounts with special operating conditions are excluded from Private e-Banking, namely: the accounts of incapacitated persons (adults under guardianship, temporary guardianship or judicial protection, non-emancipated minors, etc.), customer accounts that have been frozen further to an authority's decision, and accounts that are subject to civil enforcement measures.

Legal entities that hold certain accounts with special operating conditions are also excluded, such as the accounts of legal entities undergoing remediation or liquidation (within the meaning of the law of 5 August 2005 on financial collateral arrangements: for example, civil or criminal sequester, court liquidation, supervised management, bankruptcy, bankruptcy prevention arrangements, etc.).

Any limitation of signatory power imposed by the account holder after these Specific Terms and Conditions have been signed, or the subsequent revocation of a representative by the account holder, may result in the withdrawal of access to that Account. However, the Bank cannot be held liable for the execution or non-execution of orders received from the concerned person (s) prior to the withdrawal of access to the account in question.

vi. Third-Party Payment Service Providers ("TPPs")

Insofar as the Customer has access to Private eBanking, it may also use Account Information Service Providers (AISPs) to access information or Payment Initiation Service Providers (PISPs) to initiate payments from its current accounts held by the Bank.

The Bank may deny access to the Customer's TPPs for IT security reasons, in the event of unauthorised or fraudulent access, payment initiation that is fraudulent or not authorised by the Customer, or if the TPP has not obtained the required approval from the competent authorities.

The Customer must have previously signed the required contracts with the AISPs and PISPs.

In this case, the Customer shall bear all financial risks/losses related to any disclosure of its Sign-in Details – as defined in Clause 5 of this section.

## 4. USER GUIDE

A User Guide on the operation of Private eBanking is accessible via the website under the Help section and includes, inter alia, information about access to Private eBanking. It is important that the Customer follow all of the relevant instructions when accessing and using Private eBanking.

The Bank may inform the Customer of changes to the manner in which it must access or use Private eBanking. It is essential that the Customer take this into account.

## 5. SECURITY RESPONSIBILITIES

In order to prevent unauthorised persons from accessing Account information and issuing Account Instructions, it is very important that the Customer follow the security procedures set out in this Clause.

**(a) General Provisions**

Once the Customer has signed into Private eBanking, it must never leave its computer or device unattended, or allow anyone else to use its computer or device.

When the Customer has finished using the Private eBanking service, it must log out of the portal and ensure that Private eBanking is not running in the background with its session open.

The Customer must follow all security measures relating to the use of its computer, device or operating system as provided by the manufacturer or supplier of the computer, device or operating system.

The Bank is not required to ensure that the Customer uses Private eBanking in accordance with its obligations under these Specific Terms and Conditions, including its security responsibilities under this clause, or for notifying the Customer of any breach of the latter's obligations.

The Customer must comply with any other requirement intended to protect security when using Private eBanking, as described in the documentation provided by the Bank.

**(b) Text Message**

To identify the Customer as a User and allow it to access Private eBanking, eBanking will send the User a PIN code on the Device that it has connected to the use of eBanking. The User must take all reasonable steps to ensure the security of its devices to prevent any fraudulent use.

**(c) Access Codes**

Access to the service is provided via Internet in accordance with the Bank's IT infrastructure and availability.

The Bank reserves the right not to grant an access request if the system detects any problem in the Customer's identification process or for any other reason, without having to justify this, whether permanently or temporarily, at any time, without notice or warning.

To identify the Customer as a User and enable its Use of Private eBanking, the Bank will provide Access Codes to the Customer. The Customer must immediately change the initial password obtained from the Bank and select its own personal password. Once this has been changed, for security reasons, Customer is advised to destroy the initial password provided by the Bank.

If the Customer chooses to authorise a third party to manage its Accounts in accordance with Clause 16 below, the Bank will provide this person with their own Access Codes to access Private eBanking.

**(d) Using the Access Codes**

For each Access Code:

- i. The Customer must change its passwords when requested by the Bank. The Customer must also choose a different password to the previous one;
- ii. Each time the Customer chooses an Access Code, the Access Code must consist of a combination of numbers and letters that cannot easily be guessed by anyone attempting to access Private eBanking by impersonating the Customer (for example: part of the Customer's date of birth or a family member's date of birth, the name or initials of one of the Customer's children or part of the Customer's phone number);

- iii. The Customer must take all reasonable steps to ensure the confidentiality of its Access Codes in order to prevent any fraudulent use;
- iv. The Customer must not disclose information about any part of its Access Codes to anyone; and
- v. The Customer must not store any part of its Access Codes in a way that enables identification by a third party as the means of accessing Private eBanking.

**(e) Fraudulent Acquisition of Access Codes or Loss of Access Codes**

If the Customer discovers that a third party knows its Access Codes (even partially) or the Customer has lost its Device, it must notify the Bank immediately.

To notify the Bank during Normal Business Hours, the Customer must contact the Bank immediately by telephone. To notify the Bank outside of Normal Business Hours or if the Customer is unable to contact the Bank, it can suspend access to Private eBanking until it has received and activated the new Access Codes provided by the Bank on its request.

**(f) Unauthorised Transactions**

If the Customer becomes aware of any transactions on its Accounts (or on one of them) that have not been validly authorised (in this case, a third party may have the Access Codes), the Customer must notify the Bank immediately.

To notify the Bank during Normal Business Hours, the Customer must contact the Bank immediately by telephone. Outside of Normal Business Hours or if it is unable to contact the Bank, the Customer can suspend access to Private eBanking.

**(g) Unauthorised Access**

- i. Unless the Customer has expressly authorised a third party to access and manage its Accounts via Private eBanking, the Customer must not allow anyone to use Private eBanking on its behalf with its Access Codes.
- ii. The Customer must not leave the Customer System unattended when it is logged into Private eBanking.
- iii. The Customer must not access Private eBanking from a computer or electronic device connected to an unsecured network. The Customer is responsible for ensuring that said network is secure and that no one other than Customer, or those that the Customer has authorised to use Private eBanking, is able to see or copy the Customer's Access Codes or otherwise access Private eBanking by attempting to impersonate the Customer. The Bank shall not be liable for any Losses suffered or incurred due to failure to comply with Clause 6(g)(iii). In addition, (a) if its anti-virus software is not up-to-date; or (b) if the Customer knows that the Customer System and/or Device has been compromised (e.g. pirated), it must refrain from using Private eBanking and in particular not make any transactions, and it must notify the Bank immediately. To notify the Bank during Normal Business Hours, the Customer must contact the Bank immediately by telephone. Outside of Normal Business Hours or if it is unable to contact the Bank, the Customer can suspend access to Private eBanking.
- iv. The Bank logs the Customer out of Private eBanking immediately after 10 minutes of inactivity.

If the Customer discovers that someone other than itself, or a person it has expressly authorised, has accessed its Private eBanking Service (in this case, a third party may have the Access Codes), the Customer must notify the Bank immediately.



To notify the Bank during Normal Business Hours, the Customer must contact the Bank immediately by telephone. Outside of Normal Business Hours or if it is unable to contact the Bank, the Customer can suspend access to Private eBanking.

## **6. AUTHORITY TO ISSUE AUTHENTICATED INSTRUCTIONS AND THEIR IMPLEMENTATION**

### **(1) Authority Relationship**

By using Private eBanking, the Customer agrees that for the purpose of granting the Bank permission to execute its instructions:

(a) when using Private eBanking on a computer, smartphone or tablet, the use of its Access and Security Codes is sufficient to identify it for use of Private eBanking; the use of the Security Codes is a sufficient means of identification and authentication of its instructions;

(b) if the Customer holds a Joint Account with another person, its signature on the Private eBanking Access Form relating to this Joint Account will determine whether both, one or none of the Joint Account Holders will be authorised to use Private eBanking; the use of the Access and Security Codes, as defined in point (a) above, is a sufficient method for the identification and authentication of the instructions;

(c) if the Customer has authorised a third party to use Private eBanking for its Accounts, the use of this person's Security Codes, as defined in point (a) above, is a sufficient method for the identification and authentication of instructions. The Bank is authorised to execute the electronic instructions of this person when the latter uses the Security Codes (as defined in point (a) above) without further confirmation, written or otherwise, from the Customer, even if such instructions have not been issued by the Customer or, where applicable, by the other holder of a joint account or by a person authorised to use Private eBanking for the Accounts. In no event shall the Bank be liable to the Customer for the execution of instructions issued by a person whom the Customer has authorised through a Private eBanking Access Form, unless the Bank executed instructions issued by this person while the latter was acting outside the authority defined by the Customer in the Private eBanking Access Form. The Customer may grant different levels of authority to a third party. These different levels are detailed in the Private eBanking Access Form;

(d) the Bank may perform certain checks on transactions made on the Customer Accounts as a preventive measure against financial crime or in relation to sanctions or embargoes. As part of these checks, the Bank may ask the Customer to re-confirm a payment. The Bank's preventive measures against financial crime may result in delayed transactions and the Bank will only make a payment once the internal checks in relation to the payment have been properly performed.

### **(2) Making Payments**

The Customer can make various types of payment via Private eBanking, including:

- transfers between accounts,
- transfers to an external account

these transfers are called the "**Instructions**".

Instructions from one account to another refers to payments between two accounts held with the Bank, for which the Customer may or may not be the account holder.

Instructions to an external account refers to payments between an account held with the Bank and another account in the Grand Duchy of Luxembourg or in another country outside of the Grand Duchy of Luxembourg.

The Customer acknowledges that its transfer orders issued via Private eBanking are not processed in real time but are deferred to after the necessary checks have been carried out by the Bank.

Articles 10 and 11 of the Terms and Conditions apply to these Instructions; however:

- i. Customer Instructions will be Accepted on the next Business Day if they are issued outside the Bank's Normal Business Hours. If the Customer fails to send its Instructions prior to the deadline, the Bank shall not be liable for any delay in processing the Instruction.
- ii. The Bank may be unable to Process or Execute an external payment if there are payment restrictions, such as sanctions on the destination country of the payment or the currency used. The Bank may also be unable to Accept or Process Instructions if the recipient of the payment is suspected of any financial crime.
- iii. When the Customer selects a "payment date", it selects the day on which its Instruction will be sent to the Bank for processing. This day may not match the day on which is accepted by the Bank (if Pending Approval) or the day on which it is Processed by the Bank.
- iv. If the Customer wishes to conduct a transaction in a foreign currency available through Private eBanking, it must select the currency corresponding to the currency in which the payment should be made.

## **7. EXECUTING INSTRUCTIONS**

### **(a) Unauthorised Overdrafts**

The Customer agrees not to use Private eBanking to create an unauthorised overdraft on any Account and the Bank may refuse any Instruction that could have such a consequence. The Customer is responsible for ensuring that no unauthorised overdrafts are created, even though the Customer should not rely on the use of Private eBanking to prevent such overdrafts. In particular, the Customer should take account of the fact that any other Payment Instruction that the Customer has issued (including debit instructions issued via Private eBanking) is not automatically processed and may therefore only be accepted after a certain period of time, which means that it is not always reflected immediately in its Account balance.

### **(b) Irrevocable Payments**

The Customer agrees that upon receipt of Payment Instructions issued via Private eBanking (in accordance with Clause 7 above) and relating to any Account, the Bank is authorised to debit this Account for the payment amount for which the Customer is liable to the Bank (or to third parties where applicable) as part of the transaction related to the Instruction. The Customer acknowledges that once the Instruction has been issued via Private eBanking, it is irreversible and that the Bank is under no obligation to take measures for its revocation unless the Instruction is given for a future payment date. The Customer agrees that the Bank is under no obligation to accept any Instruction issued via Private eBanking which is conditional or reversible, or that requires a third party to receive payment from the Bank within a shorter time period than the Bank would normally take to make payment in accordance with its standard banking practice. After submitting an Instruction to the Bank, and only in the event of a payment to be made

on a future date, the Customer may contact the Bank to cancel it; however, the Bank will only do so insofar as it is able in accordance with the rules and practices established in the banking system. The Customer shall be liable for any fees that the Bank may incur or any Losses that the Customer may suffer as a result.

If the Instruction is initiated by a PISP, it cannot be revoked or modified by the Bank if the Customer has given valid consent to the initiation of payment.

#### **(c) Change of Instructions**

The Customer shall not use e-mail or any free-form section of a special electronic form to change or correct any Instructions it has issued via Private eBanking. The Bank may refuse to perform an Instruction if it reasonably believes that it has reason to do so, including but not limited to when it reasonably considers the instruction to be ambiguous, suspicious, unclear, in conflict with an existing instruction, impossible to perform or which may lead to an unauthorised overdraft.

#### **(d) Proof of Orders Issued via Private eBanking**

Private eBanking uses IT resources to transmit and record information. The Customer expressly agrees that the computer records kept by the Bank constitute proof between the parties of all transactions, communications and operations performed. Their digital or paper reproduction shall constitute formal and sufficient proof for the Bank of the instructions given by the Customer and justification for payment to the relevant accounts of the corresponding operations. In the event of a dispute, the records kept by the Bank, and copies of them, shall constitute proof of past transactions and may be used as evidence in legal proceedings.

Similarly, the Customer expressly agrees that the identification procedure established to access the Private eBanking service, along with the identification procedure for placing orders, constitutes proof of its identity and/or its signature between the parties. The Customer acknowledges that the identification procedure described is equivalent to its signature and shall have the same legal force as a handwritten signature. This procedure constitutes sufficient evidence of its identity as the ordering party and its acceptance of the orders recorded and their contents.

The Bank shall be obliged to keep these records or copies only for the legally required time periods. They are then deleted and removed.

## **8. JOINT ACCOUNTS**

Acceptance of the Joint Account Instructions is governed by Article 4.2 of the Terms and Conditions for Joint Accounts.

As part of Private eBanking, the Customer agrees that in accordance with any Account it holds at the Bank jointly with another person, the person designated by one of the joint account holders as authorised to use Private eBanking in connection with this Account may:

- (a) manage and issue instructions relating to this Account using Private eBanking, with the Terms and Conditions applying to such use. They apply whether the Customer has requested and received the Access Codes or not and whether the Customer is or is not authorised to use Private eBanking; and
- (b) give valid instructions through Private eBanking in relation to this Account. The authority that the Customer grants to the Bank under this Clause shall prevail over any existing arrangement relating to the authority to

appoint persons authorised to manage a Joint Account (including any provision stipulating that no joint account holder may issue an Instruction on its own initiative); and

- (c) make a payment that requires two signatories only if the other joint account holder has also authorised the Bank to make the payment. The Bank shall not be liable for any delay in the processing and execution of a payment due to the fact that one or more of the joint account holders has not duly authorised a payment requiring the authorisation of two signatories.

## **9. AVAILABILITY OF PRIVATE EBANKING**

### **(a) General Availability**

Private eBanking is generally available 24 hours a day. Bank staff are generally available during Normal Business Hours.

### **(b) Suspension of Private eBanking**

The Bank may be required to suspend Private eBanking, in full or in part, if the Bank has to address technical or security issues, in which case it will make all reasonable efforts to restore the service as soon as is reasonably possible.

The Bank will notify the Customer in advance if this occurs, unless the issue is urgent or the Bank is faced with an emergency (in which case the Bank will notify the Customer as soon as is reasonably possible). The Bank shall be exempt of any liability to the Customer in the event of the unavailability of Private eBanking during a suspension.

The Customer's use of Private eBanking may be suspended, in whole or in part, if:

- i. the Bank has concerns about the security of the Private eBanking service;
- ii. the Bank suspects any fraudulent or unauthorised use of Private eBanking by the Customer;
- iii. the Bank is compelled to do so by law or regulation.

### **(c) Change in the Private eBanking Service**

The Customer acknowledges and agrees that the Bank can change the operating mode of Private eBanking, including its functionality and operations, without consulting the Customer or obtaining its prior consent.

### **(d) Incorrect Sign-in Attempts**

Entering incorrect sign-in information on three consecutive occasions will lock the Customer out of access to Private eBanking. If this occurs, the Customer must contact the Bank for assistance.

## **10. MATERIALS USED FOR PRIVATE EBANKING**

### **(a) Computer Anti-virus Protection**

The Customer must take all practical and reasonable steps to ensure that the Customer System through which it accesses Private eBanking is free of any Computer Viruses and is properly maintained to ensure that Private eBanking can be used safely and without interruption. As Private eBanking is accessible via Internet, which is a public system

over which the Bank has no control and which is subject to Viruses, security breaches and other third-party intrusions, any computer or other device that the Customer uses to access Private eBanking must be equipped with appropriate and updated anti-virus software.

**(b) Use of Third-Party Equipment**

The Customer must not access Private eBanking from a computer or other device of which it is not the owner without having requested prior authorisation from the owner. The Customer shall be liable for any Losses that the Bank may incur or costs that may be generated as a result of failure to comply with this requirement. The Bank cannot be held liable for the computers and other equipment (such as mobile devices, tablets, routers or another network equipment) that the Customer uses to access Private eBanking.

**(c) Access through Third-Party Services**

The Bank shall not be liable for any third-party services the Customer uses to access Private eBanking which are beyond the reasonable control of the Bank (such as the Customer's e-mail service, Internet Provider or mobile phone operator). The Bank cannot guarantee the availability of such services or be held liable for any Loss that the Customer may incur as a result of its reliance on these services to access Private eBanking.

The Customer must comply with all of the specific conditions applicable to these services and pay all fees related to their provision. The Customer shall indemnify the Bank for any Loss that the Bank incurs as a result of the detrimental use of such services by the Customer.

**(d) Access to Private eBanking from Abroad**

The Bank uses encryption techniques that may be illegal in jurisdictions outside the Grand Duchy of Luxembourg. If the Customer wishes to use Private eBanking outside of the Grand Duchy of Luxembourg, it is responsible for ensuring that its use of Private eBanking is permitted by the local laws of the country from which it is accessing the service. In addition, the Bank shall not be liable for any Loss the Customer may incur due to its inability to use Private eBanking in other countries.

When the Customer uses Private eBanking in a country where its use is not permitted, or is otherwise subject to authorisation, and such use violates the local laws of the country from which it is being accessed, the Bank shall not be liable for any Loss or damage suffered by Customer or by anyone else due to such use.

**(e) Information Accuracy**

The Bank takes reasonable steps to ensure that any information that is provided to the Customer through Private eBanking is a true reflection of the information the Bank has in its computer systems or, where applicable, which the Bank has obtained through third-party sources. In order to display the most up-to-date information possible, it is the responsibility of the customer to update the page from time to time. Where the accuracy or availability of the information provided through Private eBanking is beyond the reasonable control of the Bank (if provided by third parties for example), the Bank cannot guarantee that it is accurate and free of errors. Clause 10(e) herein is without prejudice to the legal provisions in the Application and on the Private eBanking Website.

## **11. PRIVATE EBANKING LIABILITY**

This Clause supplements the clauses on the Bank's liability to the Customer described in the Terms and Conditions.

**(a) Bank's Liability to the Customer**

The Bank shall be liable for any Losses that the Customer may incur due to gross negligence or intentional breach of these Specific Terms and Conditions by the Bank.

**(b) Limitation of Liability**

The Bank shall not be liable to the Customer for the accuracy of the information provided via the Private eBanking Service at any time of consultation by the Customer.

The Bank is not liable for any indirect Losses that may occur as a consequence of the principle Loss and which could not reasonably be foreseen by either the Customer or the Bank (such as loss of profits or loss of opportunity).

In particular, Losses for which the Bank cannot be held liable include, but are not limited to, loss and damage due to:

- i. incompatibility between the Customer System and Private eBanking;
- ii. a hardware, system, communication or electricity failure, technical failure, social conflict or any other event or circumstance beyond the reasonable control of the Bank resulting in the full or partial unavailability of Private eBanking, or the non-execution, or late execution, of instructions issued via Private eBanking;
- iii. reliance on financial information (for example: details of its Account balances or the price of an investment) made available to a Customer in or through Private eBanking (which is partially due to the fact that transactions are not necessarily instantaneously processed and reflected on the Accounts and, as stated in the legal terms of the Application and the Private eBanking Website, there are limits to the quality of the information the Bank may provide);
- iv. An erroneous valuation of the portfolio holding futures contracts. The valuation of a portfolio holding futures contracts at time "t" will always be carried out on an indicative basis, with regard to the latest market quotations known to the Bank and obtained on the basis of the financial information sources usually used and mainly external. For these and other reasons, there may be temporary differences in the margin call calculations of the Bank, as well as temporary shifts related to necessary manual corrections of margin calls, which may lead to differences in the presentation of transactions. There may also be differences between the realised and unrealised result ending at the final closing of the future contract. For these reasons, the Bank shall not be held liable for any possible prejudice linked to a transaction ordered and executed on the basis of the portfolio valuation available on the Private eBanking Service;
- v. misuse of the Customer System by the Customer or by a third party;
- vi. access by a third party to information about the Customer Accounts resulting from the use of Private eBanking by the Customer or by a person authorised to use Private eBanking for the Customer Accounts (unless the access results from gross negligence or wilful misconduct by the Bank); or
- vii. the execution or non-execution of Instructions, in certain circumstances, as specifically set out in Clauses 5(g)(iii), 6(1)(c), 6(2)(i), 7(b), 8(c), 9(b), and (d) and 10(d) of these Specific Terms and Conditions.

**(c) Customer Liability to the Bank**

In the event of fraudulent breach by the Customer, or failure to comply with its obligations under these Specific Terms and Conditions, wilfully or through negligence (including the safekeeping of its Access Codes) or failure to comply with its obligation to provide information to the Bank under Clause 5 above (including, but not limited to, the loss,

theft or fraudulent use of its Access Codes), the Customer shall be liable for any Loss that the Bank may incur as a result.

## **12. LIABILITY FOR UNAUTHORISED OR IMPROPERLY EXECUTED TRANSACTIONS**

The Customer must read its statements carefully upon receipt or as soon as they are available online and notify the Bank immediately if it notices any transactions it does not recognise or believe that a payment it has authorised has not been properly executed.

The Bank will not notify the Customer of failure of any transfer made in accordance with its Instructions. However, the Customer may request a notification service which informs it of such failures in the email or instant messaging alerts it wishes to receive.

When the Customer notifies the Bank without undue delay (and, in any event, within 30 days of the transaction date) of an unauthorised or improperly executed transaction, the Bank may be able to correct the situation. Once the Bank has been notified of an improperly executed transaction, it will act immediately to monitor the transaction and keep the Customer informed of the outcome.

The Bank shall not be liable to the Customer and the Customer shall be solely responsible for:

- i. an unauthorised or improperly executed transaction about which the Customer did not inform the Bank without undue delay and, in any event, within 30 days of the transaction date, of its knowledge of such unauthorised or improperly executed transaction;
- ii. an unauthorised transaction for which the Customer has acted fraudulently; or
- iii. an unauthorised transaction for which the Customer has, wilfully or through negligence, failed to comply with the requirements of (a) Clause 5 above; or of (b) the use of its Access Codes in accordance with these Specific Terms and Conditions.

In the event that Customer is held liable (as set out above), the Customer shall also be liable for any fees and interest that may arise and that may be applied to its Accounts in relation to the unauthorised or improperly executed transaction. The Bank shall make reasonable efforts to recover the funds involved in an improperly executed transaction for which the Customer is responsible and the Bank may charge a reasonable amount to cover the expenses incurred by the Bank for that purpose.

## **13. TERMINATION OF PRIVATE EBANKING**

### **(a) Customer Right of Termination**

The Customer may terminate its access to Private eBanking at any time by contacting the Bank through the methods set out in the User Guide. If requested by a Customer, the Bank may terminate the Customer's access to Private eBanking for one or more given Accounts while continuing to allow the Customer access to Private eBanking for one or more other accounts, or terminate the Customer's access to Private eBanking for all of its Accounts in order to terminate access to Private eBanking for the Account(s) for which the Customer wishes to terminate the service.

### **(b) Bank's Right of Termination**

The Bank may terminate the Customer's access to Private eBanking immediately and without notice in the following situations:

- i. in the event of death of a Customer who is a natural person;
- ii. in the event that bankruptcy proceedings have been brought against a Customer that is a legal entity;
- iii. if the Customer is seriously or consistently in breach of these Specific Terms and Conditions;
- iv. if the Bank deems it necessary due to persistent concerns regarding the security of its use of Private eBanking;
- v. if the Bank believes that the Customer's continued use of Private eBanking may cause the Bank to violate any applicable law, regulation, code, ordinance or other obligation; expose the Bank to legal proceedings or convictions by any government, regulatory body or agency responsible for implementing the law, for example, in the event that a Customer has moved to a different jurisdiction from the one in which it was domiciled when its access to Private eBanking was granted, or if it has accessed Private eBanking from a jurisdiction other than its domicile; and the legislation of its new country of residence or country from which it accesses Private eBanking does not allow the Bank to provide banking services in that country.

If the account holder has authorised a third party to use Private eBanking for its Accounts and the account holder informs the Bank that this person can no longer use Private eBanking for its Accounts, the Bank will terminate that person's right to use Private eBanking in relation to those Accounts, upon receipt of the account holder's request. Proof of submission of this Access Cancellation Request is the responsibility of the account holder. If a Bank Customer holds a joint account and informs the Bank that its joint accounts can no longer be managed based on the instructions of only one of the joint account holders, it must call the Bank, as the Bank will have to terminate the right to use Private eBanking for both of the Joint Account holders and it will no longer be possible to manage the Joint Accounts through Private eBanking.

The Bank may terminate Private eBanking for any other reason, by giving the Customer written notice of at least two calendar months.

In the event of account closure, access to Private eBanking shall be governed by the same provisions and conditions as applicable on Account Closure, as set out in the Terms and Conditions.

Termination of the Customer's access to Private eBanking shall not affect the instructions issued via Private eBanking prior to the effective date of this termination.

## **14. COMMUNICATIONS**

### **(a) Technical Support**

The User Guide can be used as a written form of technical support.



**(b) Notifications to the Bank**

Unless these Specific Terms and Conditions require the Customer to contact the Bank by telephone or by other means, any communication the Customer sends the Bank through Private eBanking must be in writing and sent by post to the Bank's address.

**(c) Customer Contact Details**

The Bank will contact the Customer with the most recent contact information it has for the purpose of managing the Customer's Accounts. It is important that the Customer notifies the Bank of any changes to its contact details.

If the Bank believes that the Customer's Account(s) may be subject to suspicious activity (including fraudulent activity), the Bank may contact the Customer by mail, telephone (including mobile), email, SMS or secure email. If the Bank contacts the Customer by telephone, the Bank will always begin by checking the Customer's identity before raising the issue. If the Bank contacts the Customer through any other means of electronic communication (e.g. by email or SMS) or by mail, the Bank will never ask the Customer to provide its banking details, access codes or any other identity verification details.

Unless expressly requested by the Bank, the Customer should not respond to electronic communications (e.g. email or SMS) sent by the Bank, or attempt to contact the Bank through these methods. The Bank may ignore any message received by such means.

**(d) Communication via Private eBanking**

The Customer agrees that the Bank may send any communication to the Customer, of any type or on any subject matter, via the Private eBanking service only and the Customer accepts that this communication constitutes valid and sufficient information for the Customer. The Customer acknowledges that any Customer agreement expressed through electronically-validated acceptance via the Private eBanking service shall have the same legal effect as a written agreement signed manually by the Customer.

## **15. IMPORTANT INFORMATION ON THE USE OF PRIVATE EBANKING**

**(a) Accounts that may be Viewed**

Private eBanking can only display details of Accounts opened with the Bank and does not permit the Customer to access the details of accounts or investments held with other members of Société Générale Private Banking or the Société Générale Group.

When the Customer downloads its Account or portfolio statements, it leaves the secure environment of Private eBanking.

**(b) Updating Account Information**

The information provided by Private eBanking is within the defined limits and conditions of the service.

The information available through Private eBanking about Accounts and investments is not necessarily displayed in real time.

The Account information generally refers to the situation at the close of the previous Business Day and certain transactions related to the Customer Accounts may require time to process and may not immediately appear in the balance.

In addition, any value provided via Private eBanking for the credit balance of an Account will not necessarily represent the actual value of said Account, given any deductions that have not yet been taken into account (for example, loss of accrued interest or payment of a termination fee when ending a term deposit before the specified maturity date).

With respect to banking transactions made from Private eBanking, transaction statements and, where applicable, written confirmations of transactions sent by mail or made available to the Customer at the Bank, the normal conditions will continue to apply between the parties.

Information about investments in the Customer accounts generally depends on:

- (i) third-party pricing information; and
- (ii) the availability of a price.

This information may be outdated (for example, due to market closure or the standard processing time). In addition, any transaction associated with Customer's investments may take a certain time to be reflected in its accounts.

The information available on Private eBanking is information of an economic, commercial, financial or market nature. The sources of this information are the Bank itself and third-party providers over which the Bank has no control. For all information published on the website and identified as originating from third-party providers, the Customer shall hold the Bank harmless of any responsibility for the content, reliability, timeliness, integrity, completeness, accuracy or quality of the information transmitted, except in the event of a serious error by the Bank. The Customer acknowledges that this information is generally for informative purposes only and is therefore not intended as investment advice or recommendations.

The Bank reserves the right to put an end to the transmission of any or all of this information at any time.

### **(c) Currency Conversions**

When the Customer's Accounts are denominated in multiple currencies, the information on these Accounts will be presented with the amounts displayed in a valuation currency, as agreed previously by the Customer with the Bank. When the Bank has to convert the currency amounts in which the asset in question is denominated into the valuation currency, the rate used will be made available through Private eBanking. The currency conversion rates displayed will generally be indicative rates updated twice daily.

These rates do not necessarily represent the rates that the Customer may obtain by realising this asset (for example, by selling it on the open market) and do not take into account the transaction costs or commission fees associated with such a conversion.

### **(d) Asset Pledge**

When a Customer has granted the Bank a pledge on some of the Customer's assets (for which the Customer may obtain information via Private eBanking), these will be called collateral accounts. The Customer will not be authorised to give the Bank instructions or conduct transactions on collateral accounts until the asset pledge is removed. Although the value of the assets will be displayed in Private eBanking, the value attributed to these assets will not reflect their actual value, as it does not take into account the reduction of their value due to the Bank's ability to distribute the proceeds of the asset's performance.

**(e) Authorised Users**

If the Customer is a person entitled to use Private eBanking in connection with a third-party Account, it will have access to the information in this person's Account, even if the Customer cannot be authorised to receive any or all of the proceeds from the performance of this Account. However, Private eBanking will display the total value attributable to this Account.

**(f) Asset Values**

For the reasons set out in Clause 15 herein, the Customer should be aware that any information provided to it about its Accounts through Private eBanking is indicative only and does not represent the actual value that the Customer may obtain from the relevant assets at the time the Customer sees the information.

## **16. MANAGING ACCOUNTS FOR OTHERS VIA PRIVATE EBANKING**

When the holder of a given Account has informed the Bank that a third party is entitled to use Private eBanking in relation to this Account, this person may access and manage the Account held with the Bank on behalf of the account holder(s) through Private eBanking. In this case, for any communication, request or instruction made in relation to the Bank, the term "Customer" shall be construed in these Specific Terms and Conditions as referring to the persons granting the use of Private eBanking for the relevant Account, acting through the person identified as their representative with the Bank as being authorised to use Private eBanking for this Account.

If the account holder wishes to authorise another person (third party) to manage any or all of their Accounts, it must complete the contact information for that third party in the Private eBanking Access Form, which must be signed by the account holder and by the third party. **The account holder is responsible for the third party's actions or omissions, as if they had been performed by the account holder itself.** To change the level of access to the Customer's Accounts by this third party or to discontinue this access, the account holder must complete and sign a "Private eBanking Amendment Form"; the signature of the third-party user is not required on forms intended to remove any or all of their access rights.

## **17. AMENDMENTS TO THESE SPECIFIC TERMS AND CONDITIONS**

Considering in particular any possible extensions or upgrades of Private eBanking, the Bank reserves the right to amend these Specific Terms and Conditions at any time and/or to delete, modify or add other functions, as well as the option to establish both special and general limits on these various functions or to adapt or change the areas of services offered through Private eBanking.

The Customer shall be informed of any such changes through a valid means of communication via Private eBanking in accordance with Clause 14 (d) or by any other means that the Bank deems more appropriate, 1 (one) month prior to their entry into force (or 2 (two) months for payment services which can be initiated by consumers). The Customer always has the option to terminate access and use of this service in the event of disagreement, with no penalty applied.

The Customer should inform the Bank of its wish to terminate access and use of the service by registered letter that must reach the Bank within 30 (thirty) days of being informed of the change (or 60 (sixty) days if the change concerns a payment service that can be initiated by customers).

If there is no termination, and the Customer continues to use the service, it shall be deemed to have accepted the new Private eBanking terms and features. The same will be true if the Customer accepts the changes via Private eBanking.

## **CONFIDENTIALITY AND DATA PROTECTION**

### **18. DATA PROTECTION**

Data exchanged in relation to the Use of Private eBanking is protected in accordance with Clause 20.2 of the Terms and Conditions. When the Customer uses Private eBanking, the Bank may also collect the following information about the Customer: the Bank may automatically collect and store certain information in the server logs including, but not limited to, Internet Protocol (IP) addresses, Internet Service Providers (ISPs), navigation data, browser type and language, pages visited and exit page, and the time stamps the Bank uses for internal reporting and audit purposes.

Other information collected about the Customer may be shared with the Bank's suppliers in the Grand Duchy of Luxembourg and abroad for technical support purposes.

### **19. COOKIES**

The Privacy and Cookies Policy is accessible in the Application and on the Private eBanking Website.

## | PART B: SMARTPHONE AND TABLET APPLICATION TERMS AND CONDITIONS

### 20. GENERAL PROVISIONS

Some parts of Private eBanking are available via an app installed on a smartphone, tablet or similar device (hereinafter the “**Device**”), as described in Clause 22 below (hereinafter the “**Application Services**”). The application is not available on all Device operating systems. The Customer must verify the compatibility of their Device with the Private eBanking application (hereinafter the “**Application**”). The terms set out in Part B herein of the Private eBanking Terms and Conditions constitute the “Mobile and Tablet Application Terms” (hereinafter the “**Application Terms**”) and shall apply in conjunction with the conditions set out in Part A of the Specific Terms and Conditions, the Terms and Conditions, the Privacy and Cookies Policy, the Private eBanking Access Form, and any legal provisions displayed on the App or the Private eBanking Website. In the event of any conflict between the Application Terms and any of the above documents, the Application Terms shall prevail.

The Specific Terms and Conditions shall apply to the Application Services as if the references to “Private eBanking” were references to the “Application Services” and the references to the “Specific Terms and Conditions” were references to the “Application Terms”.

These Application Terms confer rights upon the following individuals:

- (a) the Customer;
- (b) the Bank;
- (c) the Supplier of the Device on which the Customer has downloaded the Application; and
- (d) the application platform from which the Customer has downloaded the Application.

In order to use the Application Services, the Customer must:

- (a) be a Registered User of Private eBanking;
- (b) comply with all registration requirements it is informed of when downloading the Application or which are stated in the User Guide.

### 21. USING THE APPLICATION

The Bank shall provide the Customer with the Application Services and grant the Customer a non-transferable, non-exclusive license to use the Application and the data contained therein, for the period from the date on which the Customer downloads the Application and enters its data to the date of termination of the License, whether the termination is initiated by the Customer or the Bank.

The Application and the data contained therein are the exclusive property of the Bank or its providers, and the code is confidential. The Customer shall have no license, right, title or interest in relation to the Application and the data

contained therein, or to any software, hardware or expertise the Bank uses to provide the Application Services, unless expressly stated by the Application Terms.

If anyone claims that the Application has infringed their intellectual property rights or the Bank believes that the Application may infringe the intellectual property rights of any other person, the Bank may modify the Application in order to avoid this infringement, suspend the Application Services immediately or discontinue access to the Application, notifying the Customer via email at the address provided or by any other appropriate means.

## 22. APPLICATION SERVICES

The Application Services provide access to certain Private eBanking Services, as set out in the User Guide and related documentation provided by the Bank, with their successive amendments.

The Application is provided “as is” without warranty in relation to its operation, availability or exemption from errors. The Bank shall make reasonable efforts to ensure that the Customer has access to the Application Services and that the Application Services are provided based on reasonable expertise and diligence. However, delays may occur for reasons beyond the Bank’s control, including but not limited to:

- (a) the circumstances set out in Clause 11(b)(ii) above;
- (b) their location in an area without mobile coverage; or
- (c) any down time of the online application platform from which the Application updates can be downloaded.

**23.** The Application Services operate in the same way as those available on the Private eBanking Website, except for the following features: share transactions, performance, direct debits and standing orders, the configuration of alerts, screen sharing with CRM. Please note that the above list is not exhaustive. **Customer’s Obligations**

The Customer must:

- (a) use the Application Services only with the types of Devices and other software, hardware and network connections indicated by:
  - (i) the third-party online platform (such as the Apple App Store, Google Play or Windows Marketplace) from which the Customer downloaded the Application; and
  - (ii) the Bank itself.
- (b) install updates to the Application when they are prompted (otherwise, the Application Services may be unavailable or defective);
- (c) comply with the terms of the online platform of any third-party application (such as the Apple App Store, Google Play or Windows Marketplace) when using the services of an application platform to download the Application. The bank is not responsible for the availability of the online application platform or the services offered;
- (d) ensure that it does not use the Application or Application Services in any unlawful, defamatory, discriminatory, obscene or abusive manner.

## 24. SUSPENSION

If Private eBanking is suspended under Clause 9 above, the Bank will also suspend access to the Application Services.

## 25. TERMINATION

The Customer may terminate the Application Services at any time.

The Bank may terminate the license to use the Customer Application or the Application Services immediately in the following situations:

- (a) pursuant to Clause 13 above;
- (b) in the event that Customer is not entitled to download the Application;
- (c) if the Application is deleted by the manufacturer of the operating system of the Customer's Device or by any other intermediary;
- (d) if the Bank stops using the application for the Customer Device or the operating system it uses; or
- (e) if the Customer no longer holds any Account, product or service for which the Application may be used.

The Bank will notify the Customer immediately upon termination of the license to use the Customer Application and the Application Services. Upon termination of the Application Services for any reason:

- (a) The Customer must immediately remove the Application from its Device and immediately destroy any copies of the Application (including any components in its possession, for example, copies on its computer or in the cloud); and
- (b) The Customer will immediately lose all rights in relation to the Application.

The Customer must remove the App from its Device if it changes or disposes of the Device.

## 26. SECURITY OBLIGATIONS

The Customer must not install or use the Application on any Device or operating system that has been modified beyond the configurations supported or guaranteed by the supplier, including an unrestricted Device.

The Customer must notify the Bank of any change in the telephone number of its Device as soon as possible.

## 27. SUPPORT

The Bank is responsible for the Application and its contents. Software vendors, such as Apple Inc., Google Inc., Microsoft Corporation and Blackberry Limited, have no responsibility or obligation to the Customer in relation to the Application and will not provide the Customer with any maintenance or support services for the Application.

If the Customer encounters any issue with the Application and/or Application Services, it must contact the Bank and allow a reasonable time period for the issue to be resolved. In order to solve the problem, the Bank will at all times expect reasonable cooperation from the Customer. The Bank's complaint procedure is set out in the Terms and Conditions.

The Bank may develop patches, bug fixes, upgrades, or any other changes to the Application (Updates). The Customer agrees that the Bank may update the Application without the Customer having to take any action or give its consent. If the Customer does not wish to install the Updates, its sole remedy is to terminate its access to the Application and stop using the Application Services.

## **28. DATA PROTECTION**

Clause 20.2 of the Terms and Conditions determine the use and processing of personal data. When the Customer uses the Application or Application Services, the Bank may also collect the following information about them:

(a) Information sent: information that the Customer provides by filling in forms, either electronically or on paper. This includes information provided at the time of registration for use of the Application or Application Services. The Bank may request further information in the event that the Bank identifies a problem.

(b) Additional Information: If the Customer contacts the Bank, the Bank may keep a record of such correspondence.

(c) Device Information: The Bank may collect information on the Device or any computer that the Customer may use to download or distribute a copy of the Application on its Device, including, where applicable, the Device's unique identifier, operating system, browser type, and mobile network information, as well as the device's telephone number for the purposes of system administration. The Bank may associate the information of a Device with the information sent and process the combined information as personal data in accordance with this policy as long as it is combined.

(d) Location Information: when the Bank uses any of the Services of the application with location information, the Bank may collect and process information on the Customer's actual location. Some of these Application Services require the use of Customer personal data to enable this functionality. If the Bank wishes to use this functionality, a message will prompt the Customer to agree that its data can be used for that purpose. The Customer may return to the Application preferences at any time.

## **29. BANKING SECRECY**

The Customer is advised that sending a transfer order will result in the disclosure of the full identity of the holder(s) and joint holders of the account: placing a transfer order means acceptance of this fact.

The Customer, account holder or joint account holder of at least one account opened with the Bank acknowledges and agrees that its full identity will be revealed when sending, via Private eBanking, a transfer order initiated by it, by another joint account holder or by their representative.



### **30. APPLICABLE LAW AND COMPETENT JURISDICTIONS - LIMITATION**

Unless otherwise provided for in special agreements, business and account relationships between the Customer and the Bank are governed by Luxembourg law.

All disputes between the Bank and the Customer shall fall under the exclusive jurisdiction of the courts of Luxembourg City, in the Grand Duchy of Luxembourg, except for the Bank's right to pursue the dispute before another normally competent jurisdiction including the competent jurisdiction of the Customer's country of residence.

Legal actions against the Bank have a 3 (three)-year statute of limitations. This limitation period runs from the date of commission or omission of the actions for which the Bank is being sued. Any legal action taken after this date shall be subject to limitation.

The Customer acknowledges having read and understood these Specific Terms and Conditions and hereby agrees to them.

Signed in Luxembourg, on \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature(s) \_\_\_\_\_

#### **SOCIÉTÉ GÉNÉRALE LUXEMBOURG S.A.**

[www.privatebanking.societegenerale.lu](http://www.privatebanking.societegenerale.lu)

Société Générale Luxembourg S.A. is authorised and supervised by the Commission de surveillance du secteur financier (CSSF) [Financial Sector Monitoring Commission].