

## TERMS OF CAPITAL DIGITAL SERVICE

**Bank Audi France** (hereinafter the "Bank") offers its clients an online banking service, called "Capital Digital", which allows it to access all its accounts via the same portal. The Capital Digital service may be subscribed by a client (hereinafter the "Client"), either at the opening of the Account or at any time during the contractual relationship.

The present terms and conditions of use (the "Agreement") are in addition to existing agreements between the Bank and the Client (the "Other Agreements"). In case of contradiction between the terms of the Agreement and the other Agreements, the terms of the Agreement shall prevail. The subscription to the Agreement has the effect of canceling and replacing the clauses of previous agreements previously subscribed to and having the same purpose.

### 1. Access to the service

The Client accesses Capital Digital by connecting to the Bank's website.

The Client is personally responsible for the acquisition, installation and maintenance of his/her computer system and its connection to the Internet, as well as for its protection, in particular by means of a "firewall" and updated antivirus. As the Bank is neither an Internet access provider, a hardware and software provider, nor the carrier of information, its responsibility cannot be sought for this purpose.

Access to Capital Digital may be made temporarily unavailable for technical reasons or related to security. In this case, a message will be posted on the website.

The Client undertakes to respect the conditions of use of Capital Digital and the instructions related to the security of the Capital Digital service which have been brought to its attention.

At the end of the session, the Client must always disconnect from Capital Digital using the appropriate function.

### 2. Features

The Capital Digital service allows the user (hereinafter the "User") to access, depending on the chosen subscription and his/her rights, all or some of the following services:

- consultation of the Client's accounts with a rolling year history;
- the order of documents such as RIB (Bank Identification Number), IBAN (International Bank Account Number), the provision of account statements in electronic format;
- consultation of information display headings;
- the transmission of instructions relating to transactions that may be carried out using Capital Digital, subject to acceptance by the Bank.

Access to Capital Digital remains solely in a consultative capacity when an Account is moved by joint signatures or for Accounts of non-emancipated minors or protected adults, unless otherwise expressly instructed by the persons and / or competent authorities concerned.

The current functions are progressive, they can be different according to the access used, and will be proposed as and when they come into application, which depends on the technological field considered.

In any case, the Bank reserves the right, at any time, to restrict the operations that may be carried out by Capital Digital, to limit the amount, to modify or rectify the technical methods and/or use and/or conditions to access certain features of Capital Digital by any documents to be potentially provided or to sign if necessary.

### 3. Users

#### 3.1 Physical Persons

##### 3.1.1 *One-person account accounts*

When the Client is a natural person, holding a one-person account, he is the default User.

The Client may, however, give the right to other people to access all or some of the features of Capital Digital, by creating a user profile, in accordance with procedures defined by the Bank.

It is the Client's responsibility to immediately notify, by registered mail with acknowledgment of receipt, the termination of the rights of a User. All actions taken by this other User on Capital Digital, until the day of receipt of this notification, cannot be disputed by the Client.

### **3.1.2 Joint Accounts**

When the account is a joint account, each co-owner of a joint account is the default User.

Each co-owner may, however, give the right to other people to access all or some of the features of Capital Digital, by creating a user profile for them, in accordance with the procedures defined by the Bank.

It is up to each co-owner to notify immediately, by registered mail with acknowledgment of receipt, the termination of the rights of a User. All actions taken by this other User on Capital Digital, until the day of receipt of this notification, cannot be contested by the co-holders.

## **3.2 Legal Entities**

When the Client holds a "legal entity" account, the first User can only be his duly authorized representative (hereinafter the "Representative").

If the Representative is duly authorized, he may give the right to other people to access all or some of the features of Capital Digital, by creating a user profile, in accordance with procedures defined by the Bank.

The Representative shall immediately notify, by registered letter with acknowledgment of receipt, the termination of the rights of another User. All actions taken by this other User on Capital Digital, until the day of receipt of this notification, cannot be disputed by the Client.

In addition, the Client must immediately notify, by registered mail with acknowledgment of receipt, the termination of the Representative's rights. All actions taken by the Representative of Capital Digital, until the day of receipt of this notification, cannot be challenged by the Client. In addition, the rights granted by the Representative to access Capital Digital will remain in effective until revoked by the Client.

## **4. Codes**

### **4.1 Codes**

Access to Capital Digital is only possible through the use of confidential access codes entered by the User. These codes comprise two parts:

- a login per User communicated by SMS on the mobile phone number entered when choosing to the subscription;
- a secret code per User and defined by him/her on Capital Digital. The Bank recommends the regular modification of this secret code.

Certain specific or sensitive transactions will also have to be validated by a strictly confidential single transaction code, generated by the Bank and sent by SMS to the same mobile phone number.

It is agreed between the Bank and the Client that the entry of the different codes serves as an electronic signature and is deemed to be issued by the Client, thus allowing its identification and proving its consent to the transactions carried out and their attribution to the latter, without prejudice to the legal provisions and regulations relating to unauthorized or poorly executed payment transactions.

### **4.2 Entering erroneous codes**

For security reasons, access to Capital Digital is blocked when, on 3 occasions, the secret code entered is incorrect. Access is again possible only after the User's request for re-activation with the Bank.

### **4.3 Code confidentiality**

The codes must remain secret and protected by the Client / User, who undertakes to not communicate them to a third party and to take all the necessary measures to maintain their complete confidentiality.

In case of:

- doubt about preserving the confidentiality of one of the codes;
- loss, theft, misappropriation or unauthorized use of the codes;

the Client / User must immediately notify the Bank by any means. This declaration must be followed, as soon as possible, by a written confirmation that the Client sends to the Bank by means of a simple letter. This declaration will have the effect of suspending access to Capital Digital until the creation of a new login.

## 5. Transactional functions

Subject to the existence of a sufficient provision and the stipulations of this Agreement, the Client may use Capital Digital to transmit to the Bank orders for transfers to accounts opened in the Bank's own books or in other financial institutions.

Any order received through Capital Digital and executed by the Bank commits the Client.

In all cases, access to transactional functions may be refused by the Client or the Bank.

### 5.1 Refusal of execution

The Bank may refuse to execute an order, particularly when:

- the balance available on the Account to be debited is insufficient;
- the Account or its balance is unavailable;
- the nature of the Account does not allow it; and
- more generally, if a legal or regulatory provision concerning the Bank and / or its correspondents prevents it.

### 5.2 Hours

The instruction transmitted during the bank's closing hours or public holidays, or after 15:00 GMT + 1 on Bank business days, will only be executed on the first business day following receipt by the Bank. The opening hours of the Bank are 9 am to 5 pm, Monday to Friday, excluding public holidays.

### 5.3 Transactions in Foreign Currencies

The Client recognizes and accepts that when he/she requests a transaction requiring the conversion into another currency:

- The Bank cannot inform him/her ahead of the completion of the transaction of the currency exchange rate at which the transaction will be carried-out;
- The exchange rate used for the currency conversion will be rate fixed unilaterally by the Bank for the currency in question at the time of carrying-out the transaction.

The Client waives any claim or action against the Bank concerning the exchange rate applied to a transaction.

## 6. Provisions specific to certain services

### 6.1 Miscellaneous information

The information relating in particular to interest rates charged by the Bank and the exchange rates available for viewing through Capital Digital are provided for information purposes only. They are not updated in real time and therefore do not reflect the relevant interest rate, price or index market at all times. This information may be updated by the Bank at any time without notice.

### 6.2 Account statements

Account statements and balances communicated are subject to completion of the transactions already recorded and transactions in progress. The official account statements are made available to the Client on a monthly basis.

## 7. Probative effect

The Client acknowledges that all transactions covered by this Agreement are recorded and / or after execution and are included in the periodic statements of account.

The productions of these documents will be kept by the Bank during the filing periods required by the legal and conventional rules.

In any case, the documents and records issued and / or provided by Capital Digital on paper and / or computer support, constitute a means of proof of the transactions carried out by the Client.

## 8. Responsibilities

The Bank undertakes to make every effort to ensure the proper functioning of Capital Digital. Its liability, limited to direct damages, can only be sought if it is established that it has committed an error. It assumes no responsibility for the transport of information.

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- failure by the Client to comply with the procedures for using Capital Digital;
- the disclosure to a third party of any related information (code ...) with Capital Digital;
- improper use and / or preservation (loss, theft, etc.) of the codes;
- the communication by the Client of inaccurate information;
- General Terms and Conditions "Capital Digital"
- November 2018 Version
- a failure in the operation of the Client's equipment and/or telecommunication networks and/or any error attributable to the managers of these networks and/or a virus affecting the Client's equipment;
- a case of force majeure or the fact of a third party making access to Capital Digital impossible;
- misrepresentations by the Client;
- suspension or delay in execution of an order where such suspension or delay is not attributable to it.

The Client is responsible for all consequences, including pecuniary, that result from a transmission or manipulation error on his/her part, as well as the consequences of a security defect (hardware or software) or terminal connection (computer, mobile phone, tablet) of the computer system used to connect to Capital Digital. He/she is also responsible for the use and preservation of his/her various codes. He/she is also responsible for the consequences of a disclosure, even unintentional, to anyone or their transmission to any person of his/her choice.

In addition, the Bank does not guarantee the time of receipt of SMS, calls and other notifications, once they are handled by an Internet service provider or a telephone operator. Reception depends on the management of the messaging service of the Client or User's Internet service provider or telephone operator. Consequently, the Bank cannot be held liable for direct or indirect damages related to the transmission of information and the discrepancy between their request for sending and their reception.

The Client is responsible for the acts and operations performed by the users he/she has designated. In particular, he/she is responsible for any mistakes, carelessness or negligence of these third party users, signatories or contacts, such as the non-respect of the internal powers conferred on them.

Any transaction carried out in accordance with the terms and conditions of access provided for in this contract shall be deemed to be made by the Client and he/she alone shall be liable, as well as for any consequences that may result from a manipulation error on

## **9. Pricing**

A free subscription to Capital Digital (excluding the cost of internet connection at the expense of the Client) provides access to consulting accounts, printing of RIB and IBAN and requests for checkbooks.

The completion of certain transactions through Capital Digital is billed to the Client as detailed in the Tariff Conditions.

Any amount due by the Client for of the Capital Digital service is debited by the Bank to the Account designated by the Client or, by default, to his/her current account in Euro.

## **10. Term & Termination**

Membership to the Capital Digital service is for an indefinite period. The Client may terminate the Capital Digital service at any time, subject to notifying the Bank in writing.

The Bank may also terminate the Capital Digital service, at any time, subject to giving two (2) months' notice, the termination of the Capital Digital service occurring from the date of receipt of such notice by the Client.

In addition, the Bank may suspend access to Capital Digital's transactional features in the event of an alleged breach of the confidentiality of the service, or may terminate access to Capital Digital at any time, without notice, in the case of grossly reprehensible behavior or a serious breach of the Client's contractual obligations.

In any case, the closing of the Account, or of all the Client's Accounts when the Client has several Accounts opened in the books of the Bank, results in the immediate and automatic termination of the subscription to the Capital Digital service.

## **11. Communication to third parties**

The Client authorizes the Bank to disclose the information collected under the Agreement to the Bank Group's legal entities, as well as when needed to its partners, brokers and insurers, subcontractors and service providers, within the limits necessary for the implementation of the Agreement.

### 12.1 Generalities

The personal information requested on Capital Digital is recorded in a computerized file by the Bank and its service provider hosting this service.

### 12.2 Purposes of the processing of personal data

The Bank pledges to only process or use the data collected from the user when it is necessary for the operation of the services offered by Capital Digital, such as notably:

- Ensure the processing of requests from clients
- Create and manage the online customer service space
- Create and manage access to the Bank's online services
- Ensure the execution of wire transfer transactions
- Ensure the execution of check requests
- Verify the validity of the information necessary to the execution of the customer's transactions
- Respect the legal and regulatory obligations

### 12.3 Nature of the data collected

The personal data that may be collected on Capital Digital are the following:

- Creation of account/profile: the surname and first name, postal address, email address, phone number, identification number of the account opened with the Bank and the user connection data are recorded when creating the user's account/profile.
- Connection to Capital Digital: the connection date, navigation or localization (according to the type of terminal used) are notably recorded at this time.
- Transactions on Capital Digital: in the event of wire transfers made on Capital Digital, the user's bank coordinates and those of the beneficiary of the transfer, as well as their surname and first name, are recorded, as the case may be.
- Cookies: The Cookies are used in order to collect certain information (in particular, the users' IP address, information relating to the computer or terminal to navigate, the connection method, type and version of the internet navigator, the operating system and other technical identification...). The user has the possibility to deactivate the Cookies in the settings of their navigator. The fields identified by an asterisk are mandatory and necessary to the creation of a personal online customer service space. Without this mandatory information the creation of the user's profile is likely to jeopardize the proper processing of the customer's requests or access to certain services.

### 12.4 Conservation duration

The personal data collected from the customer is kept for the entire time that the Capital Digital service is used, unless:

- The user exercises their right to erase the data that concerns them, in accordance with the conditions described below or in the information manual on the protection of personal data of the Customers of Bank of Audi France, available at the Bank's premises and at the following internet address:  
<http://www.bankaudi.fr/france/fr/about-us/documentation>;
- Keeping the data longer is authorized or mandatory in virtue of a legal or regulatory provision. During this period, the Bank pledges to implement all the appropriate measures to ensure the confidentiality and security of the personal data collected, in such a way as to prevent their damage, erasure or access by unauthorized third parties.

### 12.5 Recipient of personal data collected

The access to personal data collected is strictly restricted to:

- Bank Audi France SA, (and its employees) in its capacity as manager of data collected;
- Capital Banking Solutions SAS (and its employees) in their capacity as hosts and subcontractor, whose contact information is indicated in article 14 of this document.

The subcontractor is subject to a confidentiality obligation and may only use the collected data in accordance with the applicable contractual provisions of the Bank and legislation in force. Beyond these cases stated above, the Bank pledges to not sell, rent, transfer or provide access to the users' personal data to third parties without their prior consent, unless it is required to for a legitimate reason (legal obligation, fight against fraud or abuse, exercising rights of defense etc...).

Certain recipients of the collected personal data are located outside the European Union (hereafter E.U.), notably in Lebanon. The Bank ensures that the data which will be transferred outside the E.U. will be guaranteed a level of sufficient protection and in accordance with the applicable regulations and legislation in France.

## 12.6 Rights to access, rectification, limitation and deletion

In accordance with the amended French Law of Data Protection dated January 6th 1978 and the European regulation No. 2016/679/EU dated April 27th 2016, the user has the right to access, rectify, port and delete data that concerns them or to restrict its processing. The user may also, for legitimate reasons, object to the processing of data concerning them.

For more information on the Bank's personal data protection policy and the rights attached thereto, the user may consult the following internet page: <http://www.bankaudi.fr/france/fr/about-us/documentation>.

## 13. Contact

◇ Concerning personal data, the user may exercise their rights, as well as contact the personal data protection delegate (DPO) by addressing:

### Directly at the Bank

#### Or by post at the following address:

Bank Audi France  
Délégué à la Protection des Données (D.P.O.)  
73, avenue des Champs-Élysées  
75008 Paris

Or by email at the following address : [BAF-dpo@bankaudi.fr](mailto:BAF-dpo@bankaudi.fr)

◇ For all other questions or requests for information concerning Capital Digital, or to alert the Bank of and content or illicit activities, the user may contact the Bank at the following email address: [contacts@bankaudi.fr](mailto:contacts@bankaudi.fr) or contact their account manager.

## 14. Legal Information

In virtue of article 6 of the Law No. 2004-575 dated June 21st 2004 for trust in the digital economy, the identity of the various participants in its fulfillment and monitoring are indicated in this article.

The website e-banking Capital Digital is issued by:

- Bank Audi France SA, (hereafter the Bank) whose head office is located at 73, Avenue Champs-Élysées in Paris 75008 and registered with the PARIS Trade and Companies Registry: B 316 768 176 – SIRET: 315 768 176 00010.  
Phone: +33.1.53.83.50.00 – Email address: [contactus@bankaudi.fr](mailto:contactus@bankaudi.fr) or <http://www.bankaudi.fr/france/talk-to-us>

The director of website publication is: Mr. Matthieu MORELLI.

Capital Digital is hosted by:

- Capital Banking Solutions SAS (hereafter the host or subcontractor), whose head office is located at 23, rue Balzac in Paris 75008, and registered with the PARIS Trade and Companies Registry: 429 359 524 – SIRET: 429 359 524 00031.  
Téléphone : +33.1.44.43.44.66

Date

Client Name

Account N°

Signature