

bunq

Paperwork

bunq personal

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Agreement

bunq personal

Welcome!

Hi, it's great to see you're interested in a bunq personal account! Complete your registration now to discover our amazing features.

Are you younger than 18 years old? Or are you the legal representative of a minor? Then please take a look at the next page for more information.

What's going to happen?

A bunq personal account is a bank account. Laws and regulations require us to verify your identity before we may open a bank account for you. That's what our registration process is for.

This agreement enters into force the moment we accept you as a bunq personal customer.

Let's talk money

Please have a look at our price lists for a complete overview of the costs. You can find the latest version of our price lists on www.bunq.com. The pricing schemes might change in the future. We will notify you if that happens.

Literature

Legal documents are normally a boring read, but we believe this need not be the case. That's why we asked J.K. Rowling to write ours. Unfortunately, she was busy, so our legal team took up the challenge. Enjoy the read!

The terms & conditions bunq personal are part of this agreement. They explain all you need to know about bunq personal accounts. You can read more about banking at bunq on our website in the Together section.

You can find the latest versions of the terms & conditions on www.bunq.com. During the registration process we will also send you this agreement and the terms & conditions via e-mail.

Changes and termination

This agreement will stay in effect as long as you want or until we decide to part ways with you. You can always terminate the agreement without termination costs. Within 14 days of concluding this agreement you are also entitled to rescind this agreement without cost.

We might change this agreement from time to time. You can find more information about terminating and changing this agreement in the terms & conditions (chapter 36 & 40).

Minors

Are you under the age of 18 and you want to open an account at bunq? That's great!



How to!?

Download and install our app. Follow the registration process and indicate who your parent or other legal representative is.

As a minor, your legal representative is legally responsible for your actions. That's why we are required to ask him or her to approve your registration. To gain approval we will send an approval request to your legal representative. He or she will be able to approve this request via his or her own bunq account.

In some cases, we might request proof that your legal representative is qualified to represent you.

Permission

By approving your registration, your legal representative gives you unconditional permission to independently use your bunq account and any related (card) services. Your legal representative will still be (legally) responsible for your actions and can always revoke his or her permission. When your legal representative revokes his or her permission, our agreement with you automatically ends and you will no longer be able to use your bunq account. In this case, your legal representative will get access to the funds on your bunq account.



Terms & Conditions

bunq personal

Hello!

These terms & conditions are part of the bunq personal agreement (“the agreement”) and explain all about bunq personal accounts; the when’s, the how’s, and the do’s and don’ts. Read on to find out more!

Chapter 1: bunq personal

bunq Free and bunq Premium

At bunq we currently offer two different types of personal accounts: bunq *Free* accounts and bunq *Premium* accounts. These terms & conditions apply, as far as relevant, to both types of accounts. Please have a look at our website (www.bunq.com) for the differences between bunq *Free* and bunq *Premium*.

When you sign-up for a new bunq account you will automatically get a free trial of bunq *Premium*. The moment the trial ends you will have a choice to continue as a bunq *Premium* user or to downgrade to bunq *Free*. If you don’t make a choice we will start billing you as a *Premium* user. Please be aware that all bunq *Premium* features (incl. cards) will stop working in case the trial ends and you decide to downgrade to bunq *Free*.

You can upgrade to bunq *Premium* and downgrade to bunq *Free* via the bunq app. An upgrade will take effect immediately and a downgrade will take effect on the first collection date following the downgrade request (see chapter 7 for your collection date).

bunq Pack

bunq Pack is a special group pricing package. You can join a bunq Pack by accepting an invite from someone else or by forming your own Pack. You can form your own bunq Pack by inviting friends and family to join you.

A bunq Pack can consist of Premium and Business users, with a maximum of four bunq Premium users or three bunq Premium users and a bunq Business account user. A bunq Free user will become a bunq Premium user when he or she joins a Pack.

bunq Pack members are charged together instead of separately (except for extra services). The bunq Pack owner is charged for the bunq Pack fee.

You can leave a pack anytime you want. Every bunq Pack owner can terminate his/her pack. We will apply regular bunq Premium pricing on you in case you leave a Pack or if the Pack you’re in gets terminated.

Please check out our price lists for more information on bunq Pack. You can find the latest price lists on our website (www.bunq.com).

Chapter 2: bunq basic and bunq more

Before the 1st of August 2017 we offered bunq *basic* accounts and bunq *more* accounts. These terms and conditions also apply, as far as relevant, to you in case you still have a *basic* or *more*



account. Please check Together (on www.bunq.com or via the bunq app) for more information on bunq *basic* or bunq *more* accounts.

A bunq *basic* account is an e-money account. Due to regulations certain restrictions apply to this type of account. If you have a basic bunq account please take the following extra terms and conditions into account:

- You can only deposit money in your bunq basic account by means of iDeal or SOFORT. It is unfortunately not possible to deposit money by means of a bank transfer.
- It is only possible to exchange euros into e-money and e-money into euros.
- Certain transaction and balance limits apply to your bunq basic account. You can find the applicable limits in the bunq app and on Together (see www.bunq.com).
- You can withdraw money from your bunq *basic* account by executing a payment to a bank account in your name at another bank. Please refrain from withdrawing money to an account in someone else's name.
- Your bunq *basic* account is an e-money account and not a 'normal' bank account. This means your account is not covered by the Dutch Deposit Guarantee Scheme.

Please check Together (on www.bunq.com or via the bunq app) for more information on e-money and bunq *basic*.

You can upgrade your bunq *basic* or bunq *more* account to a bunq *Free* or bunq *Premium* account via the bunq app. In case you upgrade from a bunq basic account, we will automatically convert your e-money account in a bank account and your e-money in euros.

Chapter 3: Getting to know us

Let us introduce ourselves: We are bunq – bank of the free. We are a new type of bank with a banking license from the Dutch Central Bank (*De Nederlandsche Bank*).

Do you want to know more about our banking license? Have a look at the 'bank register' provided by the Dutch Central Bank. You can find this register on www.dnb.nl.

Do you want to send us a postcard? Our address is Naritaweg 131-133, 1043 BS Amsterdam. To find us in the Dutch Trade Register, look for bunq B.V. or the following number: 54992060.

Chapter 4: Getting to know you

We are legally required to verify your identity before we can open a bunq personal account for you. That's why we ask you for your personal details during our registration process.

Please complete the registration process truthfully, so we can verify your identity. You can find more information about the registration process on Together (see www.bunq.com or check the bunq app).

Do you want to know whether you are eligible for a bunq personal account? Check out Together on www.bunq.com or in the bunq app).

Chapter 5: Switching service

bunq

Do you have a bank account at another Dutch bank and do you want to switch to bunq? Awesome! Via the bunq app you can use the Dutch bank switching services to easily switch to and from bunq. Please have a look at the bunq Terms & Conditions Switching Service for the applicable terms and conditions.

Chapter 6: bunq personal

SEPA

A bunq personal account is a SEPA bank account. This means the account is only suitable for payments to and from other banks in the Single Euro Payments Area (SEPA). SEPA includes all member states of the European Union plus Norway, Iceland, Lichtenstein, Switzerland, San Marino and Monaco. Payments from a bank outside of SEPA, via a correspondent bank within SEPA, are not supported. The balance of your bunq personal account is registered in euro.

Our view

bunq was founded with a dream to change the financial sector, that's why we decided not to support some old payment methods and to give priority to new technologies instead. In other words, we don't support cash deposits and cheques, but we do support mobile payments, splitting bills and adding pictures to payments. No support for old fashioned payments, but real progress towards instant payments.

Furthermore, we don't invest in harmful companies, such as those who produce weapons or destroy our planet. We will keep your money clean.

What's more, we do not provide credit and hence do not allow a negative balance, except in the situations mentioned in the chapters 7 and 37.

Take it to the limit!

Got an account? Go have fun! Use your account as much as you want within the applicable limits. These limits are needed to prevent things from getting out of hand and to comply with applicable laws and regulations. They may change from time to time. You can find the applicable limits on Together (see www.bunq.com or check the bunq app).

Interest

As you have just read, bunq is changing the financial sector. That is why we provide you with interest on all your bank accounts! Read on to find out how it works.

The interest we provide to you is calculated at the end of each day, based on the balance of all your bank accounts within your membership. At the end of each month, we add up these daily amounts and put it on your account during the first week of the next month. For money to be counted in the interest calculation, it must have been in your bank accounts for the entire day. If you have multiple bank accounts in your bunq account, moving money between them will not affect this calculation. If during any of those days your balance is negative, we will settle the negative amount with the positive amounts in our calculations.

Interest will only be calculated during the period of time you are an active bunq Premium user. Additionally, it is required to be an active bunq Premium user on the date the interest is paid out to you.

We've put a limit on the amount of funds in your bank accounts to be included in the interest calculations. If your (total) account balance exceeds this capped amount, any additional funds will not be part of the interest calculations. We are allowed to change the capped amount and applicable interest rate at any time if needed. Of course we will let you know when this happens! The current interest rates and capped amount can be found on our website and Together (www.bunq.com or via the bunq app).



If you are a bunq Pack member, the capped amount is divided by the number of users in the Pack. Are you a co-owner of a joint account? When calculating the interest, the total balance of the joint account is equally split between all of the co-owners and so is the amount of interest.

Costs

Please take a look at our price lists for a complete overview of the applicable rates. You can find the latest versions on www.bunq.com. The rates may change from time to time. If you disagree with the changes, you can always terminate your account. Costs will be charged to your (billing/primary) account.

In some cases, we might incur costs as a consequence of your actions. For example: (collection) costs because you pay us late, cost relating to a seizure of (parts of) your funds, or costs relating to a lawsuit/dispute you're involved in. Since you caused these additional costs, we will charge you for them.

Chapter 7: Show me the money!

Billing

Once a month we will debit your billing account for the money (e.g. fees) you owe to us. We will do so on a fixed date. The first collection date follows the date you've opened the account, so if you opened your account on the twelfth of July, you will be billed on the twelfth of August. From then on, you will be billed on every twelfth of each month.

When you join a Pack, please be aware that your billing date may change. When you leave a Pack, your old billing cycle will become effective again.

We will collect all fixed fees in advance and all running cost in arrears. The fees are non-refundable.

By way of derogation from the above, certain one time fees (e.g. the card order fee) will be debited immediately from your account.

In case your billing account has insufficient funds to cover your debt to us, we may settle your debt with any of your other accounts, including joint accounts.

Negative balance

Now imagine you went on an expensive holiday and are running a little low on money. We debit your account and as a consequence your balance becomes negative. No worries, it can happen to the best of us, but please refill your balance as soon as possible (at least within one month).

As soon as your balance becomes negative we will start our debt collection procedure. This procedure might result in a (partial) block of your account(s), card(s) and/or API access. In case you do not refill your balance within one month, we might decide to close your account and/or transfer your debt to a collection agency.

The above mentioned situation is an exception, in general we do not allow a negative balance.

Early payment

Normally, we only settle money you owe us when the agreed payment date is reached. However, if we have reason to believe you might not be able to pay us (e.g. in case your funds are seized or you are declared bankrupt), we might settle earlier. In this situation, the money you owe us becomes due immediately.



Chapter 8: Mission control

With our app you can manage your bunq account, execute transactions and chat with us. In other words, it's your mission control!

We are constantly developing our app to adapt to changing circumstances. This means we might add cool new features from time to time, but it also means we might block, change or remove features.

Chapter 9: Avatars and nicknames

In the bunq app, you can set an avatar and a nickname. You're free to choose whatever you want, but please take the interests of others into account and refrain from using an avatar or nickname with a sexual, discriminating, misleading, racist, threatening, illegal or otherwise unwanted nature.

Please also take intellectual property rights into account and refrain from using pictures or names if you do not possess the rights to do so.

Chapter 10: What to bring to the party?

Using our services is a bit like a BYO-party. We provide the bunq app and you do the rest. This means you are responsible for arranging a suitable mobile phone with an Internet connection. The use of third party hardware, software or services is at your own cost and risk.

Chapter 11: Payments

General

With the bunq app you can give us payment orders. We will only execute orders after you have given your approval via our app. To give an order, please log in to the app and press the approval button. For security reasons we will sometimes ask you to confirm your approval with an extra action, for example, by entering a code or through biometric authentication. You can find more information about giving and approving payment orders on Together (see www.bunq.com or check the bunq app).

Compare sending a payment to sending an e-mail; just like e-mails, payment orders cannot be cancelled once they are sent. That is, unless you set a specific date for the execution of a payment. In that case you can cancel the payment until one business day before the execution date.

Some of our features will help you to save time while drafting payments, for example by pre-filling certain payment information. Please be aware you are always responsible to check whether the payment information is correct before you sent the payment.

bunq-to-bunq

To send an e-mail, you have to provide an e-mail address; to send a payment, please provide us with the IBAN or alias of the payee.

We will execute a payment the moment you approve the order. If you have specified a specific date for the execution of the order, the execution will take place on the specified date.

You can send payments to other bunq users 24 hours a day, 365 days a year. Transactions between bunq accounts are always instantly received by the payee.

Transactions with non-bunq accounts

Please provide us with the IBAN of the payee if you want to initiate a transaction to a non-bunq account. Please have a look at chapter 15 in case you want to send a payment without using an IBAN.

You can send payments to non-bunq customers 24 hours a day, 365 days a year. However, such payment orders have to be received by us on business days before 15:30 CET to be executed on the same day, otherwise the order will be executed on the next business day.

Regular payment transfers to non-bunq accounts are instant when both banks support the real-time payment scheme. In other situations, the payments will be received by the payee within one business day after we have executed the order. In case you have entered a specific date for the execution of an order, we will execute the order on the specified date. If the specified date is not a business day, the order will be executed on the next business day.

Chapter 12: TransferWise payments

To enable you to easily transfer funds in other currencies than euro, we work together with TransferWise.

If you wish to use this feature in the bunq app, you can log-in to your existing TransferWise account or create an account on the spot. When we create the account for you, please realise you're entering an agreement with TransferWise which is subject to their terms and conditions. This means you are fully responsible and accountable for your use of their services. We are allowed to terminate our agreement with you in case your use of TransferWise breaches our or their terms and conditions.

We share personal data with TransferWise to be able to provide these services to you. For more information, please see our Privacy & Cookie Statement, which you can find on www.bunq.com.

Chapter 13: Mobile NFC payments

The bunq app has a mobile NFC payments feature. When you activate this feature you will be able to make payments by holding your phone close to an NFC enabled payment terminal.

To activate the mobile NFC payments feature, please go to the cards menu in the bunq app. You can activate and disable the feature anytime.

Requirements

To use the mobile NFC payments feature you need a mobile phone with an NFC-chip and Android 5.0 or higher.

Your phone furthermore needs to have at least one form of access protection enabled. By access protection we mean a PIN code, pattern, fingerprint or other equally secure method to protect your phone from unauthorised use.

Making payments

Once you have activated the mobile NFC payments feature you can pay at terminals accepting Maestro NFC payments. You can recognise these terminals by the Maestro logo and NFC symbol.

To make a payment, please hold your phone close to the NFC reader of the terminal when the terminal asks for your card.

For security reasons, it's not possible to make mobile NFC payments without being logged into the bunq app.



Please take into account that you will not be able to make mobile NFC payments when your phone is turned off. In some cases you will also need an active Internet connection to make a payment.

Card rules

When you activate the mobile NFC payments feature, your phone will function as a 'virtual card', that's why our bunq card rules apply to the mobile NFC payments feature. You can find the bunq card rules further down in this document.

Chapter 14: Hit the brake

In some cases, we may hit the brake and reject a payment order. We will do so if:

- a. your order is incomplete or unclear;
- b. you have insufficient funds to execute the order;
- c. there is a suspicion of fraud, misuse, or other irregularities;
- d. the transaction is above a transaction limit;
- e. the law or a court order prohibits us to execute the order (e.g. for security reasons);
- f. the bank of the payee is based outside SEPA; or
- g. you do not keep your agreements with us.

In case the situation allows it, we will inform you about the rejection and the reason for the rejection.

Chapter 15: Requests for payment and bunq.me

The app allows you to send and receive requests for payment. With this feature you can easily request money from others or pay your debt to someone. You can send requests for payment to the aliases of other bunq users as well as e-mail addresses and phone numbers of non-bunq users.

A request for payment is not a direct debit. If you accept a request for payment, you give us a payment order. A request for payment can be withdrawn until the recipient has approved or rejected the request.

Please check every request thoroughly before you approve it! A request is not a payment obligation; you can reject a request. Please contact us if you have received an unwarranted payment request.

To prevent spam, please only send requests to people who actually owe you money and refrain from sending misleading, unclear and/or confusing requests.

With the app you can also enable your own payment page, this is called bunq.me. You can share the link to this page with others and invite them to make a payment to you. It is up to the payer to set the amount, choose the payment method and initiate the payment.

With bunq.me you can easily collect money for a shared present, a donation to charity or to realise a creative project. You can enable and disable bunq.me through the bunq app. Please do not use bunq.me for commercial purposes.

On your bunq.me page we will display your name and IBAN. This information will be visible to anyone who visits the page. By enabling bunq.me you give us permission to publish said information.

Chapter 16: Making payments with bunq.to

With the bunq.to feature you can send money to people without knowing their IBAN; you just need their phone number or e-mail.

bunq

How does it work? To initiate a bunq.to payment open the bunq app and initiate a payment as you would normally do. However, instead of entering the IBAN of the payee, you enter a phone number or email address of the payee. When you subsequently send the payment, the payee will receive an SMS or e-mail with a link. If the payee opens the link he/she will have the option to claim the payment, either with bunq or by typing in his/her IBAN and name.

If someone claims a bunq.to payment which you have sent, you will receive a notification and you will be able to see to which account the money was transferred.

You can cancel a bunq.to payment until it is claimed. Once a bunq.to payment is claimed it cannot be reversed.

When you send a bunq.to payment, we debit your account for the transaction amount and temporarily store the money in one of our accounts until it is either claimed or the payment is cancelled/declined.

The recipient of a bunq.to payment has 5 days to claim the payment. After this period the transaction is cancelled. The recipient also has the option to decline the payment.

In case a bunq.to payment gets cancelled or declined the transaction amount is returned to the sender of the payment.

When someone claims a bunq.to payment with bunq, he/she will have the money instantly. Otherwise the rules for a payment to a non-bunq account apply.

Be aware that anyone with access to the phone or mailbox to which you send a bunq.to payment, will be able to claim the payment. Using bunq.to is at your own risk.

Chapter 17: Auto top-up

With the auto top-up feature you can authorise us to automatically transfer money from your account at another bank to your bunq account.

Digital mandate

You can activate the auto top-up feature via the bunq app. If you activate the feature you set up a digital mandate. With this mandate you authorise us to use direct debits to debit your account at your other bank to fund your bunq account.

Once you have successfully set up the mandate, you will be able to schedule the top-up transactions. You can always use the app to change or cancel a top-up schedule.

We work together with PPRO to offer you the auto top-up feature, so their name might be visible on the mandate and transaction details.

Top-up

On the scheduled dates we will credit your bunq account with the set top-up amount. At the same time, we will debit your account at the other bank for an equal amount.

When the scheduled date is not on a business day, we will debit your account at the other bank on the first business day following the scheduled date.

Please make sure to have enough money in your account at the other bank to cover the scheduled top-up transactions.



Rewind

We may undo the crediting of a top-up transaction in case we do not receive the corresponding top-up amount from your other bank (because the direct debit failed) or if the transaction gets reversed for whatever reason.

Please refill your account immediately in case the crediting of your account has been undone and your account balance became negative as a result. We may block your account and/or start a debt collection procedure in case you do not refill a negative balance within one month.

Please refrain from reversing a top-up direct debit. We might block your bunq account immediately in case you do reverse a transaction and will cancel all future automatic top-ups.

Chapter 18: Direct debits

With a SEPA Direct Debit mandate you can authorize other persons or companies to debit your account. This will allow them to debit money from your account either as a one-off transaction or as a recurring transaction.

Direct debits are great, but they also regularly lead to unpleasant surprises. That's why we have decided to put you in control. How? The moment a direct debit would normally be debited from your account we will send you a request for payment. If you approve the request, the transaction amount will be debited from your account. If you reject the request, or if you do not accept the request within five calendar days, we will cancel the direct debit and no money will be debited from your account. No unpleasant surprises, no debits without mandates: You're in control!

By accepting these conditions, you authorize us to cancel a direct debit on your behalf in case you do not accept the related payment request within five days.

Please don't reject direct debit request regularly and structurally, and also don't let them expire regularly and structurally. This is considered misuse.

You can pre-approve (whitelist) certain direct debit requests. In case you do so, you authorize us to automatically approve all direct debit requests that fall within the limits that you set.

Chapter 19: U-turn

Do you want to cancel a SEPA Direct Debit mandate? Simply notifying the payee in writing. Cancelling is possible up to one business day before the intended execution of the direct debit.

Did you timely cancel a direct debit mandate, but did you nonetheless receive a payment request for it? Or did you receive a payment request without even giving a direct debit mandate? Please report this to us as soon as possible.

If you approve a direct debit payment request, you confirm that the direct debit is correct. In case you pre-approve (whitelist) certain direct debit payment requests, all requests that fall within the set limits shall be considered correct.

Do you want to contest a direct debit transaction? Please let us know within 56 days after you received the direct debit payment request. We will refund the transaction immediately. For more information check Together (see www.bunq.com or check the bunq app).

Chapter 20: Sharing an account with Connect

With the Connect feature you can easily give other bunq users access to one or more of your bank accounts. No trip to our office or piles of paperwork required!



When you give someone access, that person will be able to perform all actions you authorised him/her to. You can always revoke the access you have given. The access will end automatically if you set a time period and the period has expired. Giving someone access to an account does not affect your ownership of the account; the account stays completely yours.

Giving someone access is a bit like bringing someone along to a party. At the party, you're responsible for the people you bring along, so make sure that anyone you engage through Connect complies with these terms and conditions. If someone gave you access, you're the bring-along-friend, so please comply with these terms and conditions.

Please do not use a Connect anymore if:

- the owner of the shared account is no longer authorized to use the account (for example, because he/she has gone bankrupt);
- you yourself become legally incapacitated; or
- if the owner of the account has died.

Please give us a shout via the support chat if any of the above has occurred. We will continue to execute all orders we receive via a Connect, until we have received and processed such notice.

Sharing an account with Parent/Child Connect

A special type of Connect is the Parent/Child Connect. This type of Connect can only be revoked if both the connected users agree.

This feature is great for parents who want to use Connect to keep an eye on their children's spending and want to prevent a child from ending a Connect one-sidedly.

Chapter 21: Joint accounts

A joint account is a co-owned account. This means all account holders have the same rights with regard to the account.

Setting up an account

Joint accounts can be easily created via the bunq app, just open an account and invite other users to join! A joint account becomes active the moment all the invitees accepted their invite.

Please be aware you can only add other users the moment you open the account. It is unfortunately not possible to add or change users at a later stage.

If you are invited by someone else to join a joint account, you only have to accept their invite to become co-owner of the account. It is really that easy!

Ins and outs

Every co-owner can fully and independently use the joint account. However, for certain actions we might require permission from more than one co-owner.

Which part of the funds in a joint account belongs to whom is something for you and your co-owners to track and/or decide. We do not play any role in this.

Co-owners are responsible for sharing all relevant information concerning the joint account with each other. This means we always only have to inform one co-owner regarding the joint account.



Leaving and closing

Every co-owner can decide to leave a joint account at any time. Leaving does not require permission from the other co-owners. However, if one or more co-owners decide to leave an account, the account must be closed!

Please make sure to timely inform all co-owners of a joint account if you intent to leave the account. This means prior to closing the account.

Responsibility

A joint account is a joint responsibility. This means each co-owner is fully responsible for everything that happens with the joint account. All co-owner are furthermore jointly and severally liable with regard to the joint account, so be careful with whom you share a joint account!

We can fully charge every co-owner for any costs/debt associated with the joint account and can settle the debt of any of the co-owners with the balance of the joint account.

Chapter 22: Share the bunq love!

We love our users, the more the merrier! That's why we have implemented invite and referral systems. With these features you can invite your friends to start using bunq.

Do you have a cool idea to promote bunq? Please reach out to us via the support chat and let us know!

When send an invite, we promise to exclusively use the personal information for our invite and referral features.

Please be aware these feature are provided to you as a courtesy, and we are free to change, restrict or suspend the features at any time. Feel free to use them as much as you like, but make sure to use it responsibly:

- refrain from inviting strangers;
- refrain from spamming others with invites (including using automated systems or bots);
- use of these features for paid promoting (including online advertising) with the primary purpose of collecting rewards is not allowed;
- the feature may only be used for personal non-commercial purposes;
- refrain from using the features for any other purpose than inviting friends for bunq.

When we believe or are under the impression you are misusing these features in any way, we are allowed to take appropriate measures at any time, including restricting your access to our services, suspending any (current or future) applicable rewards, terminating your account or any other action based on these terms and conditions.

Chapter 23: Information

In order for us to comply with applicable laws and regulations, and to provide our services to you, we require information from you. Please provide us with all the information we request and always provide us with complete and accurate information. Did something in your personal life change (e.g. you have moved)? Please let us know as soon as possible.

We are not liable for the consequences if you provided us with incomplete or incorrect information, or if you did not keep us up-to-date.



Chapter 24: Our ears and mouth

Do you want to ask a question, file a complaint or give a compliment? Please use Together (see www.bunq.com or check the bunq app). For personal matters you can also use the chat function in the bunq app (“support chat”). If you’re not able to use the support chat, for whatever reason, you can also reach us via e-mail (support@bunq.com).

We love user feedback! So please provide us with any suggestions or comments you might have. To transform your feedback into awesome new features and products we will be free to use the provided feedback in any way we see fit without obligation or restriction of any kind.

We will primarily communicate with you via electronic means, such as the chat function in the bunq or via e-mail. Upon request, we will provide the agreement and/or these general terms and conditions to you via e-mail. Not sure whether a message was really sent by us? Please contact us via the support chat.

We will not use ‘snail mail’ (postal services) to contact you. I guess the name already explains why.

Did you expect to receive a message from us, but did you not receive it? Please let us know via the support chat.

Chapter 25: Check it out!

Please check whether the information you received from us is correct and regularly (at least once every two weeks) check the transaction overview of your accounts. Let us know via the support chat if you notice a mistake or irregularity.

Chapter 26: Picture this...

You can use, store and send content via the bunq app, like emojis, text and pictures. You’re responsible for the content you send. Please refrain from sending content of a sexual, discriminating, racist, threatening, illegal or otherwise undesirable nature. In addition, please do not send content which is protected by intellectual property rights, if you do not possess the rights to do so.

Did you receive offensive or unwanted content? Please report this to us.

Chapter 27: General account security

To keep your money and your account safe, we need to work together, here’s how.

Please take adequate measures and use best efforts to prevent unauthorized access/use of your account and the information you collect via our services.

To help you keep your account secure, we have made some safety guidelines, stated below are the most important ones you need to follow at all times:

- (i) keep your login codes and other security features strictly to yourself and never use them anywhere but in our official apps;
- (ii) make sure all your devices are properly protected (set at least one form of access protection, for example a login code);
- (iii) use the latest versions of our apps and keep the operating systems of your devices clean (no illegal software) and up-to-date;
- (iv) check your account at least once every two weeks;
- (v) always immediately report irregularities and follow our instructions.



We will never ask you for your login codes or other security features. If you receive any communication from us that you do not (completely) trust, please contact us via the support chat immediately.

For the (additional) security guidelines for using bunq cards, please see the security section in the bunq card rules.

Because of the applicable laws and regulations, we need to know who uses our services. This means we need to identify you when you open your account and that your account is personal, so please only use it (for) yourself.

Chapter 28: Keeping the door unlocked

Are you annoyed with always having to log in just to check your balance or make a simple payment? The bunq app allows you to change how long you stay logged in. Handy, but be careful! If you keep your account logged in, anyone with access to your phone can access your bunq account. This means they could execute transactions with your money. Adjusting the login time is at your own risk.

Chapter 29: Duty of care

Our app is intended for normal use of our banking and payment services, so please use it for that purpose only. Furthermore, for your own sake and that of others, please use our products and services with care and refrain from misuse. By misuse we mean illegal activities, violating these terms and conditions, and actions that might harm bunq (our activities/plans/reputation) or other people in any way.

Chapter 30: Third Parties

We believe every man has his own trade, that's why we stick to what we are good at, and will use services provided by third parties in case we think that's for the best. Of course we will always proceed with care when selecting a third party.

Chapter 31: When your money runs out

Sometimes bad days become bad years; you might go bankrupt, end up in receivership, or have another statutory debt or insolvency regime become applicable to you. If this happens to you, you will no longer be legally allowed to use your bunq account, so please refrain from doing so. If you want to use your account in this situation, ask the appointed liquidator, trustee, or administrator for permission.

Are you co-owner of a joint account? If so, be aware that none of the co-owners will be allowed to use the account if one of the co-owners goes bankrupt, ends up in receivership, or if another statutory debt or insolvency regime become applicable.

We can only act in case we are aware of a change in your competence (for example because you went bankrupt). For this reason, the relation between you and bunq will only change if you, or someone else, notifies us of the change. It does not matter if a change in your competence has already been published in a public register.

In case (parts of) your funds are seized, you won't be able use the seized funds. In case you have a joint account and you or one of your co-owners has a debt, we can also seize funds on the joint account.

Chapter 32: Death

Please inform us as soon as possible if a bunq user you know has passed away. We will immediately stop executing payment orders originating from the account of the deceased once we have been informed, unless we cannot reasonably prevent the execution of an order.

If a co-owner of a joint account has passed away, the other co-owner(s) will still be allowed to use their share of the funds in the joint account.

To safeguard our users' privacy, we cannot provide any information about (legal) actions and transactions that took place before the user passed away.

Detailed information about what happens at bunq and what you should do when a user passes away can be found on Together (see www.bunq.com or check the bunq app).

Chapter 33: Privacy

We need personal information from you to provide our services to you. If you want to know which data we collect and what we do with it, please read our Privacy & Cookie Statement. You can find our Privacy & Cookie Statement in the bunq app and on www.bunq.com. We will also send the Privacy & Cookie Statement to you via e-mail during the registration process.

Chapter 34: Deposit Guarantee Scheme

bunq personal accounts are covered by the Dutch Deposit Guarantee Scheme. This means that the funds on your account(s) are insured (to a certain amount) in case we go bankrupt. Please check www.dnb.nl for more information about the Deposit Guarantee Scheme.

Please be aware bunq *basic* accounts are not covered by the Deposit Guarantee Scheme.

Chapter 35: Conflicts of interest

A conflict of interest might arise between you and bunq or between you and another bunq user. In the unfortunate event this happens, we will act according to our Conflicts of Interest Policy. A summary of this policy can be found on www.bunq.com.

Chapter 36: The end...

You will stay a customer as long as you want or until we decide to part ways with you. You can terminate the agreement at any time with immediate effect; we would be sad to see you go!

Please see Together for more information about closing an account and terminating the agreement. You can find Together on www.bunq.com.

In some cases, we may want to terminate the agreement from our side. For example, in case we would stop offering bunq or your type of accounts in the future. We can terminate with two months notice.

In some situations, we may want to immediately block your access to our app and/or terminate the agreement. We can do so in case:

- a. you do not comply with what these terms and conditions and any related documents require/ask from you;
- b. we are required to do so by law;

- c. you become, or we suspect you might become, insolvent or the subject of any insolvency proceeding;
- d. you are (no longer) authorised to manage your accounts independently, for instance when you are legally disqualified, under administration, or when you no longer have the legal capability to act for any other reason;
- e. you pass away;
- f. you have provided us with false information or did not keep us up-to-date;
- g. we know or suspect that you use (or have used) our services for fraudulent or illegal activities, or activities contrary to public order and/or morals;
- h. you're in breach with any other agreement you have with us;
- i. our research has indicated that your risk profile has changed;
- j. you are no longer a resident of a member state of the European Economic Area; or
- k. in case we have reason to believe that you use your account for commercial purposes.

We can terminate the agreement without any liability or obligations to you. In case the agreement (for whatever reason) ends, all rights and licenses granted to you by us will cease immediately, and your access to our app will be blocked.

The moment the agreement is terminated, all your debts to us become due instantly. This means that you will have to pay your total debt to us immediately.

Chapter 37: Legal nastiness

We value transparency above everything else. That's why we're taking some time to talk about 'responsibilities and liabilities' in this chapter. Who is responsible for what? What can you expect from us? And what do we expect from you? Hold on to your seat, here we go!

Account

Your account is yours and yours only. This means you're responsible for keeping your account safe and for what happens with your account. In other words, you are liable for damages caused with your account and/or which are a result of non-compliance with what these terms and conditions require/ask from you.

Do you know or suspect that someone else has access to your account, or did you notice something strange? Please let us know via the support chat as soon as possible. You're liable for the consequences until the moment you contacted us. In case of abuse or unauthorized use, you should also notify the police.

We can block or limit your access to the bunq app, your account, or someone else's account (a Connect). We will do so if we suspect or know something is wrong. For example, in case of (suspected) fraud or misuse, or if you do not meet your obligations towards us. Once the reason for the block or limitation no longer exists, we will lift the block or limitation.

Transactions and mistakes

You're responsible for providing us with the right information (such as IBANs and phone numbers) to make transactions. We do not verify this information and are not liable for any mistakes you make.

Did you accidentally make a transaction to the wrong IBAN? If so, let us know via the support chat and we will try to get your money back. This will only work if the person you accidentally sent your money to agrees to send it back.

Please check your bunq bank accounts regularly. If you notice a mistake (for example a wrongfully executed payment), please let us know as soon as possible via the support chat.

We will correct a mistake if we are liable for it, but only if the mistake was reported to us within 13 months after it occurred. In this case, we will only owe you the amount itself, the costs of the



respective payment, and any possible loss of interest. If you ask us we will try to trace any wrongfully made transactions and let you know what we find.

We are authorised to remedy mistakes or errors without your consent, and can reverse incorrect transfers. We are also authorised to reverse transactions resulting of orders given by unauthorised persons or persons without legal capability to act.

Break

You're halfway through this chapter, time for a break! Look out of the window, get a drink, stretch your legs. Take a deep breath and let's go again!

Crediting your account

When we credit your account, we will do so under the condition that we definitely and unconditionally receive the transaction amount. In other words, if we end up not receiving the money or if a transfer for whatever reason is reversed, we may undo the crediting of your account by debiting an equal amount. We can do so without prior notice.

By way of illustration: If a person makes a payment to you, we instantly add the amount to your account. We do so because we trust that we will receive the money from the bank of the other person. However, something might go wrong and we might end up not receiving the money. In this case we'll reverse the process and subtract the money from your account again - otherwise we end up losing money.

Please refill your balance immediately in case your balance has become negative as a result of a reversed crediting. As soon as your balance becomes negative we will start our debt collection procedure. This procedure might result in a (partial) block of your account(s), card(s) and/or API access. In case you do not refill your balance within one month, we might decide to close your account and/or transfer your debt to a collection agency.

Liability

We are not liable for damages or losses caused by:

- interruptions of our services;
- fulfilling our statutory duties or other mandatory rules;
- blocking your account (e.g in case we suspect you breached these terms & conditions);
- abnormal and unforeseen circumstances (e.g. natural disasters).

We are liable in case damages are caused by our intended or gross negligence, but only accept liability for direct losses or damages and will never cover indirect losses or damages (such as missed profits). Nothing in this agreement limits our liability for damages to life, body and health.

The app and services

Downloading, installing and using the app is at your own risk. We do not provide any warranty for the functioning of the app and the correctness of the information supplied via the app.

Our services contain third party content. This content is the sole responsibility of the party that makes it available and might be subject to intellectual property rights.

We may temporarily suspend certain services, for example for maintenance. We can do so without any obligation towards you.

You can create exports with the bunq app. Please check every export thoroughly, because we do not give any warranty as to the accuracy of the exported data and are not liable for damages caused by errors.

Proof

Our administration is to be considered correct and can be used by us as conclusive proof. In case you contest the correctness of our administration, you must provide proof. We are not required to keep our administration longer than the law demands from us.

Agree

In these terms and conditions, we say we can, may, might or will perform certain actions in particular situations or if we deem it necessary, for example, we will block an account in case we suspect fraud. When you accept these terms and conditions you give us permission to do so.

Chapter 38: Transfer, merger or split

We, as a company, might split, merge, could be taken over or otherwise reshuffle in the future. If this happens, we might partially or fully transfer our agreements with you (our rights and obligations) to another company.

Chapter 39: Complaints

Do you have a complaint or comment? Please contact us, our support employees are happy to help you. You can find our formal complaint procedure on www.bunq.com.

bunq is a member of the Klachteninstituut Financiële Dienstverlening (Kifid), an independent institution handling complaints about financial services. This means that if you have a complaint about us, you can ask Kifid to help solve the issue. We consider the verdict of the Kifid Appeal Committee as binding. Whether you are eligible to go to Kifid, is determined by the rules and regulations of Kifid. You can find more information about Kifid on www.kifid.nl.

In case of a complaint you might also be able to turn to an authority or organization in your country of residence. On request, we can provide you with more information about the options.

Chapter 40: Changes

Some situations might require us to modify these terms and conditions. For instance, we may need to change a thing or two when we release a new feature. Changes will become effective 60 days after they are published. Changes addressing a new feature, or changes made for legal reasons, will be effective immediately. If you do not agree to the modified terms and conditions, stop using our services and terminate the agreement (you have the right to terminate with immediate effect). By continuing to use our services you accept the modified terms and conditions.

Chapter 41: Language

We will always communicate with you in English or the language of your country of residence, unless otherwise agreed. We may ask you to translate (at your expense) documents that are not written in English or in another language we approved. The translation has to be done by someone we approve of.

Chapter 42: What's more...

These terms & conditions apply to your bunq personal account and (as far as relevant) to all other services and products we provide to you. Any other agreement is only valid when we have both explicitly agreed to it in writing.

For the sake of clarity, you may only pledge the balance on your account(s) to us. All other pledges



will be void. Your rights and obligations under these terms and conditions and the agreement are non-transferable and non-assignable without our prior approval.

This is an English translation of our Dutch Terms and Conditions. Small differences might exist between the Dutch and English version. The Dutch version will prevail in case of any discrepancies or conflicts between the English and Dutch version. On request we can provide you with the Dutch version.

A judge might rule that a part of these terms and conditions or the agreement is void, invalid or inoperative. In this case the remaining parts shall not be affected and shall remain in effect. Otherwise we would have to make a whole new agreement. The invalid part shall be modified to the least degree necessary to remedy the invalidity.

The titles and headings in these terms and conditions are for reference only. Examples are not intended to provide a complete list of possibilities/applications; other options/applications might exist.

If we do not enforce a provision at any point in time, it does not mean we cannot and will not enforce it later.

Chapter 43: Applicable law

This agreement shall be governed and interpreted in accordance with the laws of the Netherlands.

Notwithstanding the above, mandatory consumer protection laws of your country of residence will remain valid/applicable.

Any dispute, controversy or claim shall be resolved exclusively by the relevant courts in Amsterdam (the Netherlands) or by a court at your place of residence.



bunq card rules

Introduction

Via your bunq account you can easily order one or more awesome pieces of rainbow-colored plastic, we call them bunq cards. bunq cards are much more than just awesome wallet filling, these rules explain you all about them and are part of the bunq personal terms and conditions.

These rules apply to the Mobile NFC payments feature of the bunq app the same way as they apply to the NFC functionalities of a bunq card.

Chapter 1: Maestro card & MasterCard

We offer two types of bunq cards: Maestro cards and MasterCards. bunq Maestro cards are payments cards suitable for payments at Maestro terminals (recognisable by the Maestro logo). bunq MasterCards are *debit cards* suitable for payments at MasterCard terminals (recognisable by the MasterCard logo) and online payments.

Please note, a bunq MasterCard is not a *credit* card. This means every bunq MasterCard payment will be immediately deducted from your account and a payment will only be executed in case your balance is sufficient to fully cover the payment amount.

These rules apply to both types of bunq cards unless specified otherwise.

Chapter 2: Payments

So you ordered a bunq card, now what? As soon as you have received your card, you can activate it via the bunq app and start spending money immediately!

With your bunq card you can make regular card payments by inserting your card into a terminal and entering your code. You can also use your card for 'contactless' (NFC) payments and for 'dipping'. When you initiate a dipping transaction, you have to insert your card in the terminal and part of your funds will be reserved. When you subsequently conclude the transaction, the actual amount is paid with (a part of) the reserved amount. By way of illustration: you drive into a parking lot, you insert your card in the terminal and an amount is reserved. When you leave the parking lot, the costs are paid with (part of) the reserved amount and the rest is released.

bunq MasterCards are also suitable for online payments. To make an online payment, you will need to enter your card number and Card Verification Code (CVC) online. You can find your card number printed on the back your card. For security reasons, we did not also print the CVC on your card. Instead we use the bunq app to generate temporary CVCs. When making a payment, just login to the bunq app and look in the card menu for the active CVC.

To protect you from fraud, it is not possible to pay by handing over your card to a merchant and subsequently signing the receipt.

Please check our Together for more information about card payments. You can find our Together on www.bunq.com.

Chapter 3: Cash money

With your bunq card, you can withdraw money at ATMs with a Maestro/MasterCard logo. For safety reasons we apply limits.. In the bunq app you can find the default limits. You can adjust these limits yourself.

Chapter 4: Using your card abroad

Do you want to use your card on a holiday? No problemo! In the bunq app you can change the country settings of your card.

When you execute transactions or withdraw money in other currencies than euro, we convert the transaction amount to euro using the Mastercard exchange rate. These exchange rates may change from time to time. Please see the latest information on pricing on our website www.bunq.com. When you return from holiday we advise you to adjust the country setting of your card again and to block your card for regions where you are not going to use your card.

Chapter 5: Limits

With your bunq card you can only spend money that you actually have. We don't offer overdrafts, credit and payments at offline terminals.

For safety reasons we apply limits on certain transactions. In the bunq app you can find the default limits. You can adjust these limits yourself.

Chapter 6: Refund transactions

In some stores you can request a refund transaction when you return a product. For example, when the shoes you bought didn't look as nice when you put them on at home.

When a refund transaction is executed, the purchase price is transferred back to your bunq account. You're not required to enter your code to execute this transaction. We advise you to always ask for a signed receipt as proof.

Chapter 7: Emergency Services

Together with MasterCard we provide emergency services for bunq MasterCard holders.

Not all emergency services are free of charge. Please inquire about the costs before using a service.

Please call the MasterCard Assistance Center in case you want to use the emergency service. You can find the phone number on Together (see www.bunq.com or use the bunq app).

Chapter 8: Costs

Please have a look at our website (www.bunq.com) for a complete overview of all the costs.

You can notify us in case you feel a card payment was wrongly executed. If you dispute a transaction, we can start a formal dispute procedure for you. We might incur costs as a consequence and will charge you for these costs.

Chapter 9: Custom Made

When you order a payment card, we will make a card especially for you. Custom made, with your own text on it! Since the card is personalized, we cannot give you a refund in case you change your mind and do not want the card.

Chapter 10: Ownership

Your bunq card will stay property of bunq and we will decide what information will be printed on your card. For safety reasons you are not allowed to change, copy, lend or sell your card without our explicit prior written consent.

We can block or change the functionalities of your bunq payment. In case we do so, we will of course inform you as soon as possible.

Chapter 11: Validity

Just like a carton of milk, bunq cards also have an expiration date. The date is printed on every bunq payment card. You won't be able to use your card after this date. We advise you to destroy the card after expiration.

Chapter 12: Card security

The security of your card is your own responsibility. Please take adequate measures and use best efforts to prevent unauthorised access/use of your cards. To help you keep your cards secure, always keep the following in mind:

- Store your card in a secure place and check frequently if you still have it;
- Don't store your PIN or any other secure number(s) in a readable way (physically or digitally) allowing them to be used by others;
- Make sure no one is watching when you enter PIN or other secure number;
- When you know or suspect that your card is stolen, broken, lost or in any other way misused, please immediately block the card via the bunq app and report this to us right away;
- If you doubt the security of your card for some other reason, please block the card via the bunq app and report this to us right away (you can always order a new card if needed);
- In case we have reason to doubt the security of your card, we can also block your card. We will inform you in case we do so.

For the general security guidelines for using your bunq account, please see the security section in the general terms and conditions.

Chapter 13: Liability

Your card is your responsibility. This means you are responsible for all actions performed with it. In case your card is lost, stolen and/or used without your permission, we can hold you liable for damages up to €50. That is unless you:

- knew or suspected that something was wrong and did not block your card;
- did not immediately notify us;
- did not keep your agreement with us;
- did not comply with our security guidelines; or
- if the damages are a result of your own intent or gross negligence.

In the above mentioned cases you are fully liable for the damages.

We are liable for your total loss in case you incur damages caused by intent or gross negligence from our side. Nothing in this agreement limits our liability for damages to life, body and health.

Terms & Conditions Slice

Welcome!

Hi, this document tells you all about Slice. With Slice you can manage group expenses with ease.

Registration

To use Slice you can either login with your bunq account or create a new account for Slice only. The registration process will only take a minute. Please complete your registration truthfully.

Who we are

Let me introduce ourselves: We are bunq - bank of the free. Slice is an extra free service we offer next to our banking and payment services.

Do you want to know more about our banking license? Have a look at the 'bank register' provided by the Dutch Central Bank (*De Nederlandsche Bank*). You can find this register on www.dnb.nl.

Do you want to send us a postcard? Our address is Naritaweg 131-133, 1043 BS Amsterdam. To find us in the Dutch Trade Register, look for bunq B.V. or the following number: 54992060.

Do you want to ask a question, shout a complaint or give a compliment? Please send an e-mail to support@bunq.com.

Costs

Using Slice is completely free! If you use Slice together with our banking and payment services, the normal fees for these services will apply. Please take a look at our price lists for a complete overview of the applicable rates. You can find the latest versions on www.bunq.com.

Settle

You can connect you bunq account to the Slice app and use our banking and payment services to settle debts. Depending on your type of account, one of the following terms and conditions will apply to your use of the banking and payment services:

- Terms and conditions bunq personal; or
- Terms and conditions bunq business.

Privacy

Do you want to know which data we collect and what we do with it? Please read our Privacy & Cookie Statement to find out. You can find our Privacy & Cookie Statement on www.bunq.com.

Some serious words

Below some serious words, our legal department insisted that we would include them (sigh).

The Slice app is intended as an informal and easy way to manage (group) expenses. Please use it for this purpose only and in compliance with applicable laws and regulations. Managing group expenses with the Slice app does not create legally binding debt obligations.

Your account is yours and yours only. This means you're responsible for keeping your account safe (keep your login credentials secret) and for what happens with your account. In other words, you are liable for damages caused with your account and/or which are a result of non-compliance with what



these terms and conditions require/ask from you. Please notify us immediately in case you know or suspect that someone else has access to your account.

With the Slice app you can make content available to other users, for example pictures. You're responsible for the content that you share. Please refrain from using content of a sexual, discriminating, racist, threatening, illegal or otherwise undesirable nature. In addition, please do not use content protected by intellectual property rights if you do not possess the rights to do so.

Use of the Slice app is at your own risk. We offer the app on an 'as-is' and 'as-available' basis. This means we do not give any warranty to the usability, reliability, suitability or availability of the app. We furthermore cannot give any guarantee to the accuracy of information entered by users and are not liable for any direct or indirect damages that you might incur as a consequence of your use of the Slice app.

Rest

In some situations, we might want to modify these terms and conditions, for example if we made changes to the Slice app. Modifications will take immediate effect. Please check www.bunq.com for the most up to date version of the terms and conditions.

A judge might rule that a part of these terms and conditions is void, invalid or inoperative. In this case the remaining parts shall not be affected and shall remain in effect. The invalid part shall be deemed modified to the least degree necessary to remedy the invalidity.

If we do not enforce a provision at any point in time, it does not mean we cannot and will not enforce

These terms and conditions shall be governed and interpreted in accordance with the laws of the Netherlands. Any dispute, controversy or claim shall be resolved exclusively by the relevant courts in Amsterdam, the Netherlands.

End

You can stop using the Slice app at any time. Please send us an e-mail if you want us to deactivate your account.

In some situations we might want to deactivate your account, for example in case we suspect misuse or decide to stop offering Slice. We can do so anytime, without any obligation to you.