



Regulation  
Delen app and Delen OnLine

**DELEN**  
PRIVATE BANK  
LUXEMBOURG

# 1. Regulation – Application – Delen Private Bank Luxembourg

## 1.1. Scope of this Regulation

This regulation applies to the Delen Online Platform and the Delen app (hereafter referred to jointly or individually as the “App” for short), as managed by Delen Private Bank Luxembourg S.A. (hereafter: “the Bank”), and forms a supplement to the General Banking Conditions and the Privacy Statement of the Bank, which remain applicable in full. Should this Regulation differ from the provisions of the General Banking Conditions and/or the Privacy Statement, the provisions of this Regulation prevail.

This Regulation replace all preceding versions.

## 1.2. Changes to this Regulation

This Regulation can be changed and the user will be informed of such changes via the relevant App. Notwithstanding to legal or regulatory requirements, the changes take effect 60 calendar days from their notification to the user.

Disputes are settled based on the Regulation in force on the date of the disputed fact.

# 2. Services provided via the App

## 2.1. General

In its current or future versions, this App makes it possible for the user to perform the following actions:

1. consulting financial information as described below in section 4 of this Regulation
2. consulting the status of his account(s) as described below in section 5 of this Regulation
3. consulting a historical overview of the account transactions performed
4. communicating with the Bank via the secured means of communication offered as described below in section 6 of this Regulation
5. consulting documents prepared within the framework of the relationship between the user and the Bank – where appropriate, the user will also be able to approve and/or sign documents

6. consulting legal documentation, such as the General Bank Conditions, the Privacy Statement, fee structure, the information sheet about deposit protection and the general information brochures (e.g. information concerning the risks associated with financial instruments, information note relating to policy regarding conflicts of interest and information relating to the order execution policy)

This list is subject to change. Certain services can be added, changed or eliminated by the Bank. The Bank will inform the user of such changes in accordance with section 1.2 of this Regulation .

The user accepts the possibility that, on the date of this Regulation , certain features or services that are included in this Regulation are not yet available but will only become available in subsequent versions of the App.

The Bank can grant prospects access to a restricted version of the Application. The Regulation of the App apply in full to the extent relevant.

The Bank does not provide investment advice via the App. The user may contact his or her relationship manager for investment advice.

## 2.2. Trading facility

The user can give orders to the Bank via the App provided these transactions relate to an account for which a Trading Agreement has been concluded. The user undertakes only to give, change or cancel orders in the manner described in this Regulation and in the General Bank Conditions.

The Bank can refuse to execute or to suspend an order via the App in the following cases:

- problems or difficulties with online identification of the user
- disruption to the function of the service
- orders for which insufficient provision is available in the relevant account
- orders that conflict with the law or regulations
- orders that are not in line with usual practices in the investment sector or that demonstrate an extreme risk – although the Bank stresses that the user takes responsibility for making the final investment decision and the user declares his agreement with this
- when the Bank is of the opinion that a risk of abuse or fraud exists

No trading facility can be permitted for accounts in respect of which the user has entered into an Asset Management Agreement or Investment Advice Agreement with the Bank. If an Asset Management Agreement or an Advice Agreement is entered into in respect of an account for which the user is already making use of the trading facility, access by the user to the trading facility will be terminated.

All trading transactions conducted via the App are regarded as conducted without the advice of the Bank.

### 2.3. Delen Family Services

Delen Family Services is a service provided by the Bank whereby a digital platform extensively visualizes the assets of the user, based on data provided by the user himself. An indicative inheritance tax can be calculated based on this information. If, as a result of this simulation, the user would like to seek advice, he can call upon the Bank's Estate Planning service, for which a separate written agreement could be required.

The information that the user can consult via the App is of a purely informative and indicative nature. No rights or obligations can be derived from the information shown in the App.

## 3. Access to the App and use of the App

### 3.1. General

The App is accessible via the website of the Bank, as well as via smartphone or tablet.

In order to install the App on his smartphone or tablet, the user must download the App from the official App Store (Apple devices) or Play Store (Android devices).

The user can stop using the App at any time via smartphone or tablet by deleting the App from his device.

### 3.2. System requirements

To access the App, the user must have the hardware and software mentioned on the App page of the website (under Delen app and Delen OnLine - Questions).

Use of the App assumes access to the internet. This can either be via Wi-Fi or via a mobile connection.

### 3.3. Launching the App

A user who wants to use the App must have a digipass, which accompanies the App. This can be requested from the Bank. The App is also accessible via the digital application itsme®.

Before being able to use the App, the user must accept this Regulation.

The first time the user wants to access the App, he must choose a PIN code, which involves following the instructions given in the App and using the digipass or itsme®. This PIN code is linked to the device the user wants to use to access the App. For all subsequent instances where the user accesses the App, the user will have to use the PIN code chosen for that specific device in order to obtain access.

In a subsequent session, users of devices that offer different authentication options (such as TouchID or FaceID) can choose to work with one of these authentication options instead of the PIN code when they log in. Users will be informed of these additional access options via a message within the App.

For additional questions about use of the App, the user can always contact an employee of the Bank or the Delen helpdesk (cf. section 8.6).

### 3.4. Accessible accounts

Via the App, the user has access to all accounts and the financial summary in the user's name, in the name of the user as joint account-holder, in the name of the customers for whom the user is legal representative and/or in the name of the customers whom the user is lawfully entitled to represent. The user also has access to the accounts for which he is individual or joint proxyholder.

If the user acts in his capacity as proxyholder, he can only perform transactions via the App provided his proxy has not been withdrawn. The user undertakes not to execute orders or other transactions on behalf of other persons unless he has been authorized to do so by these persons in connection with an account at the Bank.

The bank reserves the right to refuse access to the App if legitimate reasons exist for doing so.

### 3.5. Hyperlinks

The App and/or messages sent within the App can include hyperlinks to third-party websites. The user is free to choose whether or not to visit these sites. The Bank will in no way act as an intermediary between the user and such third parties. The Bank bears no responsibility whatsoever for the content of such sites and provides no guarantees regarding the safety of such sites, nor can the Bank be held responsible for any potentially negative consequences of using the information obtained via such hyperlinks and/or for any contacts made or contracts entered into on the basis of these hyperlinks.

### 3.6. Signing documents

Documents that have been drawn up within the framework of the relationship between the user and the Bank can be approved and/or signed by the user via the App.

The user and the Bank agree that the digital signature represents an electronic signature and, as such, constitutes sufficient proof of the user's agreement with the content of these documents.

The user explicitly acknowledges the legal validity of the documents as approved and/or signed by the user via the App.

## 4. Consulting financial information provided by third parties

### 4.1. Access to financial information

This App allows the user to access certain financial information made available by third parties (such as stock prices).

The Bank has the right to terminate the disclosure of information to the user with immediate effect. The user cannot derive any rights or claims to compensation from the Bank from such termination.

### 4.2. General provisions applicable to all third-party information providers

The Bank declares that none of the third-party information providers in any way acts as sponsor for the Bank or for the provision of the Bank's services.

The third-party information providers are not responsible for any errors, inaccuracies or incompleteness of the information they provide, or for any action that may be undertaken based on such information.

The third-party information provider has the right to end the provision of information at any time without being held liable for this termination.

The user accepts that the provision of information is subject to the conditions of the agreements that have been entered into in this respect between the Bank and the relevant information providers and that termination of this type of agreement necessarily results in termination of the provision of information.

### 4.3. Rights of use

The Bank grants the user the non-exclusive, non-transferable right to use the financial information provided. Such use must be limited to the user's receiving and consulting this information on a desktop computer, smartphone or tablet.

The user will only use this financial information for his own personal objectives.

The user must refrain from any non-occasional disclosure of processed or unprocessed information to third parties via any current or future medium.

The user is responsible vis-à-vis the Bank and the relevant third-party information provider for ensuring that no third parties gain access to the information. The user does not communicate his personal login details to third parties (Cfr. section 8.4.2.).

The Bank cannot be held liable for any inaccuracy or incompleteness of the information provided by third parties, such as the accuracy of stock data. Equally, such external information cannot give rise to any obligation on the part of the Bank.

### 4.4. Intellectual property rights of the third-party information provider

The user acknowledges the intellectual property rights of every third-party information provider. Such acknowledgement applies both to the entirety and to parts of the information provided, regardless of whether this concerns processing, distribution or any action by a party other than the information provider.

## 5. Portfolio statements and annexes to transactions

The user can use the App to consult his account status, as well as portfolio statements and the annexes to his transactions.

These documents remain available within the App for at least five years.

Unless proven otherwise, electronic documents are considered proof of a transaction.

The user undertakes to consult the account information and its annexes at least once a month. The user cannot hold the Bank liable for his own negligence and cannot claim he was not timely informed of any account information and annexes if he himself fails to consult them.

## 6. Communication with the Bank via messages within the App

The user can communicate with the Bank's employees using messages. The user accepts that:

- the Bank will make all reasonable efforts, taking into account the Bank's opening hours, to respond swiftly to messages from the user (but without committing itself to any maximum response time)
- the Bank can however refuse to execute any orders or transfer instructions sent via a message, provided the orders have not been confirmed via any other channel
- the Bank will not provide any investment advice via messages (cf. section 2.1)

## 7. Document management and archiving

The Bank offers the user the possibility of storing documents in a digital archive via the App. These documents are made available to the user in the user's personal profile with the Bank. The service offers the user the possibility of keeping documents that are important to him available at all times.

The Bank and the user have access to the documents provided. If the user does not wish to give the Bank access to the documents, the user must refrain from uploading documents.

The digital archive into which the documents are uploaded is not the equivalent of a digitally locked bank vault or safe deposit box.

The user has the right to allow specifically authorized third parties access to the archive, taking into account that this third party will also have access to all information relating to the account held with the Bank.

The user explicitly grants the Bank permission to structure, scan, process, archive, read and copy the documentation placed in the archive, as well as to carry out all useful actions that are or may be of use within the context of the general provision of services by the Bank.

The Bank explicitly states that placing documents in the digital archive does not imply any analysis of their contents. As a result, no further rights or claims can be derived from the uploading of documents via the App.

The Bank is not responsible for updating the documentation or for any monitoring of its content. The user remains responsible for any updating, for accuracy and for the fiscal situation that these

documents represent, together with the choice of which documents are transmitted to the Bank for archiving via the App.

The user has the right to request deletion of a document from the archive at any time upon simple request via the App. Deletion via the App does not imply deletion from the Bank's systems. If the user wishes to delete certain documentation from the Bank's systems permanently, the user can send a simple "request for permanent deletion" to the Bank via his relationship manager. Notwithstanding to any legal obligation to store the documents, the Bank will delete them.

The Bank reserves the right to evaluate the deletion of bank documents or documentation that is necessary, useful or required by law or regulations for the provision of services.

Upon the death of the user, his beneficiaries acquire access to the relevant documents.

## 8. Availability of the App and provision of services via the App

### 8.1. Access times

The App is available 24 hours per day, 7 days per week, subject to lack of availability as a result of maintenance work or unforeseen technical interruptions.

### 8.2. Commitment of means

The Bank commits itself to using all reasonable means at its disposal to provide access to the App and to ensuring the proper operation of the functions the user needs for consulting and managing his account(s) via the App and being able to consult documents.

With regard to management of the App, the Bank commits itself to using the proper technical means, in conformity with the technical norms, technological developments and good practices prevailing in this field. A technical helpdesk (hereafter: "Delen helpdesk") is available during the opening hours mentioned in section 8.6.

### 8.3. Interruptions

The Bank reserves the right – without any compensation – to temporarily suspend access to the App in order to carry out maintenance to the App or to install new versions of the App, provided these interruptions do not exceed a reasonable period of time.

It is always possible for unexpected interruptions to occur, such as technical incidents, force majeure,

accidents or any other occurrence that is beyond the Bank's control or cannot be foreseen by the Bank. In such cases, it is impossible to notify the user beforehand. The Bank will however make all reasonable efforts to inform the user within a reasonable time of the nature and estimated duration of the interruption via a message on its website. Additionally, the necessary measures will be taken to remedy the situation as quickly as possible.

## 8.4. Security

### 8.4.1. By the Bank

The bank takes responsibility for implementing security systems in accordance with technological developments. As such, protection is provided from known and traceable forms of viruses and computer fraud.

The Bank cannot however provide any guarantee regarding the App's safety and the user accepts any damage that may be caused by it.

### 8.4.2. By the user

The user must use the App in accordance with this Regulation .

The user must ensure the proper functioning of his hardware and software so that an optimal connection can be made with the App, taking into account the system requirements mentioned on the website (cf. section 3.2). The user acknowledges and accepts that a permanently secure browser environment is a basic requirement for gaining access to and using the App.

The user commits to safeguarding the PIN code with due care and to respecting its confidential nature, as well as to observing any other security measures. These identification data must not, under any circumstances, be communicated to any third party. The user accepts responsibility for transactions performed using his identification data and for the information that he provides.

The user receives a message on his smartphone or tablet when a new update is available. The user can download the new version from the App Store or the Play Store. When some (minor) updates are made, the user can temporarily continue using the App without performing the update. For other (major) updates, the user must carry out the update before the App can be used again. The Bank can only provide correct and accurate information to the user if the user has the most recent version of the App.

If abuse, loss or theft is established or suspected involving the App, access and signature methods or the

user's device, the user must immediately inform the Delen helpdesk (cf. section 8.6) to block access and to obtain new identification data. If the user establishes the above facts outside the working hours of the Delen helpdesk, he must notify the helpdesk as soon as it reopens.

The user must also immediately inform the Bank if he encounters difficulties when using the App.

The user is liable for the potential consequences of the loss or theft of his PIN code. When informed by the user of such loss or theft and – insofar as technically possible – the Bank commits to preventing any new use of the App based on these identification data.

## 8.5. Blocking

The Bank will automatically block access to the App after three incorrect login attempts.

The bank reserves the right to block the App wholly or partially every time this is considered useful or necessary for the safety of the system or to protect the interests of the Bank and/or the user (including if maintenance, improvement or repair work of any kind is needed) or if the user informs the Bank of a risk of abuse or unauthorized use of the App or of his secret code.

The Bank also reserves the right to block access to the App automatically if the user does not access the App over a period of long-term inactivity. The user agrees that, in the event of such long-term inactivity, no notice periods needs to be taken into account.

The Bank has the right to block access to the App via specific devices at any time, without having to justify such blocking.

The Bank will unblock the user's access to the App if the reason for blocking no longer exists.

## 8.6. Helpdesk

In order to assist the user, the Bank provides a helpdesk, which the user can contact on any bank working day between 9 am and 5 pm.

The user can contact the Delen helpdesk via info@delen.lu or by calling +352 44 50 60 224.

## 9. Tariffs and costs

The possible expenses for the use of the App and for the performing transactions via the App are given in the Tariff List. The tariffs are available at the Bank and can also be found via the App and via the Bank's website.



The user is fully responsible for any costs incurred for his hardware and software, internet access, phone, telecom or cable connection or for any other communication.

## 10. Processing of personal data

### 10.1. General

Within the App, personal data is processed in accordance with the Bank's Privacy Statement. The user can consult this Privacy Statement at any time on the Bank's website (<https://www.delen.lu/en/publications-news/legal-info>). Delen Private Bank Luxembourg S.A., established at 287 route route d'Arlon, 1150 Luxembourg, Luxembourg, with company number B27146, is responsible for the processing of personal data.

If the user enters the personal data of persons related to him into the App, it is up to the user to inform these persons that he has done so. The user also guarantees that he has obtained consent from these persons to process their personal data.

### 10.2. Objectives of processing personal data

The Bank processes personal data via the App for the following objectives or reasons:

- to provide the user of the App with details of his portfolio, costs, returns and documents
- to enable the user to visualize his global assets and a show simulation of the inheritance tax
- to improve the service to the user
- to create functional and technical logs of the actions taken by the user within the App. This allows the Bank to:
  - provide the user with technical support if necessary;
  - prevent, detect and monitor abuse and fraud;
  - compile anonymized statistics on how the App is used, enabling the Bank to improve the App;
  - determine how much and how often a specific user uses the App and/or specific features of the App; and
  - continue to guarantee and improve the security of the App using automatic and/or manual analysis of logs.

## 11. Warranties provided by the user

The user states that he is aware of:

- how to use the App
- the impact of potential transactions that he performs via the App
- how the internet functions
- the fact that the share prices and other data provided by the App are included purely for information purposes
- the fact that the App contains no investment advice that has been personalized for the user and that the information provided via the App does not take into account the particular personal situation of the user
- the applicable laws on insider trading, specific tax evasion mechanisms, money laundering and other applicable legislation and regulations

## 12. Liability

### 12.1. Liability of the Bank

All Bank commitments within the framework of the App are commitments of means.

Unless willful intent or gross negligence exist, the Bank can in no way be held liable:

- for direct or indirect loss (including loss of profit, the costs of acquiring a similar service or the loss of opportunities) suffered by the user as a result of using the App or inability to use the App, for whatever reason
- in the event of an interruption to, termination of or technical glitch in the service, for example in the event of interruption for maintenance or repair of the computer system or in the event of a technical glitch or malfunction of the computer system or of the internet
- for the faulty operation of the user's equipment or of a third party's telecommunication service
- for a safety risk caused by the user's device, browser, operating system, internet connection, firewall, network, etc. If the user fails to activate or switches off the system security, the Bank can also not be held liable for the resulting loss

- for the direct or indirect loss inflicted upon a user by equipment, networks or configurations that are not permitted by the Bank, including those acquired from third parties by the user free of charge or in return for payment in order to obtain access to and to use the App
- in the event of theft, loss, destruction or change of data, software or computer equipment caused by illicit access by a third party to the computer systems of the Bank or of a user, or by a virus from the website, internet or computer system of the Bank or of a user
- in the event of the non-execution or late execution of orders given, caused by transmission errors, delays in the transmission of data or, in general, problems with the transmission and receipt of orders, regardless of the cause
- in the event of occurrences beyond the control of the Bank (such as government acts, war, insurrection, strikes, failures by its own suppliers, losses caused by fire or natural disasters, such as flooding, storms, lightning strikes) or in any event of force majeure

Force Majeure is amongst other things defined as:

- the incorrect functioning of the stock exchange or the market
- all technical errors in or disruption to the network that are beyond the Bank's control
- default by, unavailability of or errors committed by a third-party supplier of any goods, services or information, where the Bank must obtain this third party's intervention in order to make the service available and operational, such as but not limited to the providers of telecom networks, internet service providers, third-party information providers, financial markets and intermediaries to whom the financial markets entrust their organization
- de-organization caused by a strike, including a strike by the Bank's personnel
- decisions imposed by a local or any other legal or actual authority

In such events where the Bank could nonetheless be held liable, such liability is limited. The Bank can only be bound to compensate losses insofar as these are real and suffered by the user personally and directly.

## 12.2. Liability of the user

The user is liable and fully responsible for:

- his investment decisions
- transactions made involving his accounts and for any losses as a consequence of using the service, even if these losses are, for whatever reason, larger than the balance of his accounts
- loss caused by the fact that the user acts in breach of the General Bank Conditions, this Regulation or the applicable legislation and regulations
- loss caused by the user's failure to observe the security measures described in section 8.4.2.

## 13. Proof

The identification procedure the user must undergo when he accesses the App is an authentic form of evidence for the parties in terms of the user's identification and is the equivalent of a handwritten signature, demonstrating the user's consent to all orders or any other transactions (including approving or digitally signing documents) executed since effective access was granted.

The user explicitly acknowledges the legal validity of the documents approved and/or signed by the user via the App.

The user accepts that the Bank's computer system can register all actions performed by the user via the App and that these can be stored in a file. In the event of a dispute between the parties, this file will serve as an authentic form of evidence.

If the user maintains that a mistake or irregularity has occurred in the system, he must provide sufficient proof thereof.

## 14. Intellectual property of the Bank

All rights to the App are the exclusive property of the Bank or its suppliers and are protected by copyright and other intellectual property rights. This applies especially, but without limitation, to texts, illustrations, layout and computer programs, as well as to the functionality enabling the user to visualize his assets.

The user refrains from breaching these rights. He obtains only a personal, non-exclusive and non-transferable right of use. No property or intellectual property rights whatsoever are transferred to the user. This right of use only gives the user the right to access the content of the App, to consult the App and to



make normal use of the services offered by the App, in accordance with its purpose and solely for his personal needs.

The concept, texts, graphic representation and other constituent elements of the App may under no circumstances be changed, reproduced or distributed without the prior written consent of the Bank.

The user is on no account permitted to make his access fully or partially available to third parties, either directly or indirectly, free of charge or for payment. The user is also prohibited from copying, translating, changing, etc. (concepts of) the App without the prior consent of the Bank.

## 15. Transfer

The user cannot transfer to third parties any rights or obligations as set out in this Regulation .

Transfers made in breach of this clause are void.

## 16. Termination

Both the user and the Bank can cease the use of the App at any time, taking into account a notice period of three Bank working days.

However, the Bank can immediately terminate use of the App if the user fails to comply with one of its obligations to the Bank or if the Bank is aware of facts that could harm its relationship of trust with the user, or in situations of gross negligence, fraud, suspected incorrect or fraudulent use or compromise of the computer, smartphone or tablet security system or for any other objective security reasons.

## 17. Disputes

### 17.1. Complaints procedure

If the user has a complaint relating to the operation of the App, the procedure for dealing with complaints must be followed, as described in section 25.7 of the General Bank Conditions.

### 17.2. Applicable law and jurisdiction

Subject to agreement to the contrary, the relationship between the Bank and the user is governed by Luxembourgish law and only the Luxembourgish courts have jurisdiction.

