**BUX Terms of Use**[1]

## 1. What are these Terms of Use about?

These BUX Terms of Use are about the BUX App/WebApp with which you can save and/or invest. To do this, you first open a BUX user account. To open a BUX user account, the first step in the onboarding process is to set a passcode. Once your onboarding including customer due diligence is successfully completed, you can access your personal online environment via the BUX App/WebApp. To log in and begin saving and/or investing, simply open the BUX App/WebApp and enter this passcode. You can also view the information about accounts for saving and/or investing that you have opened in the BUX App/WebApp.

## 2. How does saving and investing via the BUX app work?

If BUX Savings is available in your country of residence and you want to save via the BUX App/WebApp, you first open a BUX Savings Account and a Cash Trading Account (CTA) when the BUX onboarding is successfully completed. If you also want to invest via the BUX App/WebApp, you open a BUX Investing Account after you have opened a BUX Savings Account and a CTA.

If you want to invest via the BUX App/WebApp you first open a CTA and a BUX Investing Account. If you already have a BUX Investing Account and a CTA, you can start investing via the BUX App/WebApp when you hold a BUX user account.

### 2.1 What do I need to know about the CTA?

In the BUX App/WebApp, your CTA is shown as your 'cash balance'. Payments to and from your BUX Savings Account and/or the purchase and/or sale of your investments are always made via a CTA that you hold with ABN AMRO Clearing Bank. BUX and ABN AMRO Clearing Bank have drawn up agreements and rules for the CTA. You can read about these agreements and rules in the CTA Client Agreement.

### 2.2 What do I need to know about BUX Investing?

The BUX Investing Terms and Conditions are applicable to the BUX Investing Account.

To invest, you submit your investment orders to BUX via the BUX App/WebApp. The investment orders you submit are funded with the balance in your CTA.

### 2.3 What do I need to know about BUX Saving?

[1] This is a translation of the original Dutch text. This translation is furnished for the customer's convenience only. The original Dutch text will be binding and will prevail in the case of any inconsistencies between the Dutch text and the English translation.

BUX and ABN AMRO Bank have drawn up agreements and rules for the BUX Savings Account. You can read these in the BUX Savings Terms and Conditions.

To start saving, you first transfer an amount from your linked payment account to your CTA in the BUX App/WebApp. Once the amount is in your CTA, you can transfer it to your BUX Savings Account.

To withdraw money from your BUX Savings Account, you first instruct BUX in the BUX App/WebApp to transfer an amount from your BUX Savings Account to your CTA. From your CTA, you can then transfer the amount to your linked payment account. A transfer from your CTA to your own linked payment account takes T+1 day.

### 3. When can I open a BUX user account?

You can open a BUX user account for savings if you are a natural person and meet the conditions of the CTA and the BUX Savings Account, which are described in the CTA Client Agreement and the BUX Savings Terms and Conditions. If you open or hold a BUX Investing Account, you must also meet the conditions described in the BUX Investing Terms and Conditions.

### 4. Your personal data

As a BUX customer, BUX will ask for your personal data. BUX handles your personal data with care. BUX does this in accordance with the General Data Protection Regulation. BUX may use this personal data for the purposes described in the Privacy Notice. You can find the Privacy Notice on www.BUX.com/Legal.

### 5. Communication

All communication regarding your CTA, your BUX Savings Account and your BUX Investing Account takes place between you and BUX via the BUX App/WebApp and via email. Therefore, regularly check the BUX App/WebApp and your email to see if you have received email or information from BUX. If you want to contact BUX, you can do this via the Customer Support chat within the BUX App/WebApp, or via our Customer Support email (support@bux.com).

Also, don't forget to notify BUX of any changes to your email address immediately.

### 6. Obligations of BUX

BUX does everything it can to ensure that the BUX App/WebApp is always available to you. However, BUX cannot guarantee actual availability.

### 7. Your security obligations

- You must ensure that internet and/or telecommunications services, equipment and software you use are suitable and secure for the BUX App/WebApp. It is even more important that you use good security software for the equipment,

software and connection with which you use the BUX App/WebApp. In this way, you prevent unwanted actions by third parties.

- Your email address and passcode are strictly personal and non-transferable.
- You may not record your passcode anywhere (in writing) or store it in such a way that others can find it. If you think or know that someone else knows your passcode and/or has access to your email or phone number, you must inform BUX immediately.
- If you log in with your e-mail address and passcode, check regularly whether you are still in the secure environment.
- In the event of loss, theft, misuse, forgery, destruction of your e-mail address and passcode or other important information, please report this to BUX immediately.
- You take measures to limit any damage to yourself, BUX and third parties as much as possible.

**8. Negligence on your part**

You are liable for all consequences and damage caused as a result of intent, (deliberate) recklessness, gross negligence or negligence. By negligence BUX means in any case:

- failure to report an email change in writing;
- leaving your passcode unattended or disclosing it;
- act in breach of these BUX Terms of Use;
- failure to notify BUX as described above in article 7.

**9. When is BUX not liable?**

BUX is not liable for damage if:

- the BUX App/WebApp is not available;
- BUX does not perform an action via the BUX App/WebApp or perform it too late;
- BUX does not display up-to-date, incorrect or incomplete information and/or calculations;
- your email address or passcode is not functioning properly;
- you have not complied with BUX's terms and/or regulations;
- caused by and/or related to the use of the BUX App/WebApp.

BUX is not liable for indirect and consequential damages.

**10. Binding effect and proof of evidence**

- You are bound by the actions performed through the BUX App/Web App using your email address and passcode.

- The recording or reproduction by BUX of statements and/or other information received through the BUX App/WebApp shall be considered as full evidence, as long as there is no evidence to the contrary.

**11. Termination**

If your BUX Savings Account and/or your BUX Investing Account stops, BUX will ensure that you can no longer use these services in the BUX App/WebApp immediately after terminating your BUX Savings Account and/or BUX Investing Account. However, if you still require an annual overview of your account(s) or any other information regarding your account, you can request this by contacting our Customer Support via email (support@getbux.com).

**12. Changes**

BUX may change these BUX Terms of Use at any time. BUX will inform you about this at least thirty days in advance.

**13. Dutch law**

These BUX Terms of Use are governed by Dutch law.