

YTS AIS / PIS TERMS AND CONDITIONS

THESE YTS TERMS ARE APPLICABLE TO THE ACCOUNT INFORMATION SERVICES AND PAYMENT INITIATION SERVICES THAT ARE MADE AVAILABLE AS PART OF THE SERVICE YOU ARE USING

THESE SERVICES ARE MADE AVAILABLE TO YOU BY

ING BANK N.V.

AND YOLT TECHNOLOGY SERVICES BV

1. YTS TERMS

- 1.1 By installing the YTS Client Service and using our services, you agree to be bound by:
 - 1.1.1 these terms of use ("**YTS Terms**"); and
 - 1.1.2 the YTS Privacy Policy.
- 1.2 Please review these documents carefully before you accept them. If you do not agree to these YTS Terms you are not permitted to use the YTS Services.
- 1.3 You can only use YTS Services if you are 18 years or older. By using the YTS Services, you confirm that you are 18 years or older.
- 1.4 These YTS Terms will apply to the relationship between YTS and you in respect of the period from when you first download the *YTS Client Service*, until you delete it and cease to be registered for the YTS Services. You should also be aware of any separate terms and conditions relating to your use of the YTS Client Service.

2. THE YTS SERVICES

- 2.1 The "**YTS Client Service**" means the software application and services as provided to you by our client (the "**Service Provider**") to you.
- 2.2 The "**YTS Services**" means the services delivered by ING Bank N.V. and Yolt Technology Services BV under the YTS brand and tradename ("**YTS**");
 - 2.2.1 **By ING Bank NV:** the functionality to offer account information services and payment initiation services;
 - 2.2.2 **By Yolt Technology Services BV:** the functionality that will converse your account information in an overview of financial insights that Your Service Provide can use for a credit assessment(s) on You;
 - 2.2.3 as both may be distributed and made available through the YTS Client Service.
- 2.3 YTS may update the YTS Services to add and improve its functions. Depending on the update, you may need to download the latest version of the YTS Client Service and accept any new or additional terms.
- 2.4 If you have any issues with the YTS Services please contact the Service Provider. If needed they can contact us to follow up with us on any issues you might have. You can always contact us directly at **yts@yolt.com**.
- 2.5 The YTS Services are provided for convenience. You acknowledge that the provision of the YTS Services is dependent upon other people (third parties). We try to ensure that the YTS Services are available to you at all times, though YTS can't promise that it will always be available or work perfectly (for example, in the case of maintenance, fraud, or a fault in the systems used to provide the YTS Services or YTS Client Service). These events are sometimes outside of our control.

3. IDENTIFICATION AND VERIFICATION

- 3.1 You agree to cooperate with all requests made by YTS to identify you and verify your identity and YTS may make this conditional for granting you access, or continued access, to the YTS Services or parts of the functionality of the YTS Client Service where the YTS Services are made available. This verification may include asking you for information so YTS can identify you. YTS may verify your information against third party databases or through other sources. See the YTS AIS / PIS Privacy Policy for more information.
- 3.2 You must ensure the information you provide to YTS is always accurate and up to date. If at any time YTS believes that your information is outdated or inaccurate, YTS may require you to update this information and YTS may require you to complete the identification and verification process again.

4. YTS SERVICES

- 4.1 The YTS Services include the following major functions:
 - 4.1.1 **Account Information:** This lets you gather your financial and transaction information from available Payment Accounts in scope of PSD2 (and, in limited cases, other forms of accounts) from banks and other financial institutions ("**Accounts**") and combine these in one overview. To do this, YTS requests Account Information from your Financial Providers, and you explicitly consent to this – find out more in section 5.
 - 4.1.2 **Initiating payments from your Accounts:** YTS offers the ability to allow you to send an instruction to your Financial Provider to send money from your Account to another Account – find out more in section 5.

- 4.1.3 **Financial Insights:** This lets YTS converse the financial and transaction information from the Accounts you have connected into a number of key figures on your financial situation (the "Financial Insights")
- 4.2 You may not be able to access all of your Accounts through the YTS Services – details of those that can be accessed are shown within the *YTS Client Service*. If the YTS Service does not support a particular Account or financial institution, you can contact the Service Provider to ask if it can be added.
- 4.3 YTS may use third party suppliers to support YTS in providing the YTS Services. YTS takes reasonable care in selecting our suppliers so as to protect your security.
- 4.4 The Financial Insights provided by YTS are only suitable to gather certain knowledge about You by your Service Provider. These Financial Insights are not suitable and not intended to give any information or final judgement on your creditworthiness.
- 4.5 Your Service Provider is responsible to form its own opinion through its own interpretation and application of the Financial Insights received. YTS is not responsible or accountable for recommendations, predictions, comments and/or actions that your Service Provide takes or that arise from the Financial Insights. As YTS collects all Account Information from Financial Institutions and can only access the Account Information of the Accounts that you give YTS access to, YTS does not represent, warrant or undertake that the Financial Insights are complete, accurate, error-free, up-to-date or fit to do an assessment of your creditworthiness.
- 4.6 You represent:
- 4.6.1 that you will connect all Accounts that are requested by your Service Provider and reasonably needed for the purposes that your Service Provider requests you to give the Financial Insights;
- 4.6.2 that you will not connect Accounts of others to give a false representations of your financial situation or financial numbers
- If you do this, then you are fully liable and accountable for damages or claims incurred by the Service Provider or YTS as a result of this.
- 4.7 You are not at liberty, in general, to demand an explanation from YTS regarding the manner in which it has compiled the Financial Insights or to require YTS to provide a more detailed reasoning regarding the findings in the Financial Insights

5. **YOUR ACCOUNT INFORMATION AND INITIATING PAYMENTS**

YTS will act on your behalf

- 5.1 To make use of the YTS Services you can load up financial information from your Accounts ("**Account Information**"). This is done by instructing YTS (through the *YTS Client Service*) to retrieve Account Information held online by the banks and other financial institutions with which you have a customer relationship (your "**Providers**"). By doing so, you authorise YTS to contact your Providers, on your behalf, to retrieve Account Information requested by you. You explicitly consent to YTS having the right to act in your name to contact the Providers, and to retrieve and (in line with our Privacy Policy) use the Account Information, in respect of the Accounts that you add into the YTS Client Service. More information on how this works is below.
- 5.2 We will access the Account Information from each of your Providers in one of two ways:
- 5.2.1 *Through a dedicated interface made available to YTS by your Provider:* This allows YTS to make requests to your Provider to send items of Account Information to YTS. Your Provider will then send this information to YTS, unless you have told them not to.
- 5.2.2 *Through your Provider's Access Point Interfaces ("**API**") or website:* Using this approach, our automated tools will access the API of your Provider (in the same way that you can do online) and then retrieve information from each Account that you have setup so that YTS can present it to you through the YTS Client Service.
- The information that YTS requests through each of these options is described in more detail when you follow the process to add an Account in the YTS Client Service.
- 5.3 When YTS accesses and retrieves Account Information from your Provider, YTS acts on **your** behalf (in legal words, YTS acts as your "agent"), with your explicit consent, and not on behalf of any Provider. Our suppliers are also entitled to rely on this.
- 5.4 To keep the YTS Services up to date, YTS will use automatic tools to access the Account Information:
- 5.4.1 on a regular basis (usually, once every day; each time you log in to the YTS Client Service; and,
- 5.4.2 if you manually request a refresh of the YTS Services.
- 5.5 Your explicit consent to YTS to access specific Accounts or Providers may be subject to time limits (e.g. 90 days) – once YTS reaches these time limits you will need to provide a confirmation of your explicit consent through the YTS Client Service if you wish YTS to be able to continue accessing and retrieving Account Information from your relevant Provider(s).

Initiating Payments from your Accounts

- 5.6 When you initiate a payment through the YTS Services by entering the required details into the YTS Client Service you explicitly consent and authorise YTS to relay the instruction for that payment to your Provider.
- 5.7 To initiate payments, you'll need to provide the details needed to instruct the Provider to handle your request. It is your responsibility to check all details are accurate as YTS cannot validate or check these details.
- 5.8 Once submitted, YTS will relay your instruction to your relevant Provider almost immediately in most cases. Because of the speed of this process, you cannot change or cancel your instruction through the YTS Services or YTS Client Service. If you wish to change or cancel your instruction then you will need to contact your Provider to see if they can help you.

- 5.9 When YTS relays each instruction, **YTS acts on your behalf** (in legal words, YTS acts as your "agent"), with your explicit consent, and not on behalf of any Provider.
- 5.10 Your Provider is responsible to you for executing all payment instructions for your Accounts. YTS can't control your Provider's acceptance or execution time of each instruction, and YTS doesn't handle your money. YTS is responsible under the law for accurately relaying to your Providers instructions submitted to them through YTS.
- 5.11 YTS may not be able to initiate payments from all Accounts, and there may be value or transaction type limits on the payments that can be initiated. There may also be cases where YTS needs to review or delay relaying an instruction for system or compliance reasons. YTS will usually inform you when this happens if YTS is permitted to do so by law.
- 5.12 YTS does not charge you for initiating any payment through the YTS Services. The Service Provider or your Providers may charge you for some payments in line with your agreements with them – you remain responsible for these charges.
- 5.13 If you are initiating payments related to a purchase then the relationship for that purchase remains between you and the relevant supplier – YTS is in no way responsible for that purchase or any terms set by that supplier.
- 5.14 If you think that a payment initiated through the YTS Services may have been incorrect, unauthorised, or not properly executed (perhaps due to delay or other error), then you need to:
- 5.14.1 contact your Service Provider;
 - 5.14.2 contact YTS (using yts@yolt.com) so that YTS can investigate; and
 - 5.14.3 contact your relevant Provider so that it can investigate and correct any error for you. If a refund needs to be applied to your Account then your Provider will manage this for you – the law says that YTS is not able to do this.

Please do this as soon as you become aware of this (and no later than 13 months after the debit date for the payment as you can lose your right to have it corrected by your Provider after that time).

Warnings and things for you to check

- 5.15 The Providers are wholly responsible for the Accounts you hold with them. This applies even when any instructions or information regarding those Accounts are viewed or transmitted via the YTS Services.
- 5.16 Your use of the YTS Service is entirely voluntary. Many Providers of Accounts are required by law to allow YTS to access Account Information for use in the YTS Service and YTS Client Service, or to relay payment instructions, once you have explicitly consented to YTS doing so. Some may, however, impose restrictions (such as under the terms that you have agreed with them). It is your responsibility to check if your Provider stops you from using the YTS Services or YTS Client Service (for example, by prohibiting you from downloading your Account Information). We have no control over your right or ability to view your Account Information or transact on your Accounts.
- 5.17 On an ongoing basis, including each time you use the YTS Services, you confirm to YTS that:
- 5.17.1 you are legally authorised for each Account in respect of which you use the YTS Services (whether or not you are the Account holder) and any joint Account holder has explicitly consented to your use of the YTS Services. You may not use the YTS Services in respect of any Account you are not authorised to use; and
 - 5.17.2 you have the right to use the YTS Services in respect of each relevant Provider's sites (where relevant), and Account Information.
- 5.18 YTS does not check Account Information or payment instructions for accuracy, legality or otherwise. YTS is not responsible for the Account Information, the way that your Accounts operate (including the execution of payment instructions), or products and services offered by others.
- 5.19 You acknowledge there may be issues with accessing Account Information and this being accurate or up to date. For example, when displayed through the YTS Services YTS Client Service, Account Information is only updated as recently as is shown in the relevant page of the YTS Client Service. You may be able to request a refresh through the YTS Client Service if it appears to be out of date.
- 5.20 By uploading or submitting any information, content or materials to the YTS Services and YTS Client Service, you allow YTS (and our suppliers) a worldwide right to use it to provide the YTS Services.

6. PROPRIETARY RIGHTS AND LICENCE

- 6.1 All trademarks, copyright, database rights and other intellectual property rights of any nature in the YTS Services (including its appearance and branding), together with the underlying software code, are owned by YTS or its licensors. We may also use open source software code in the YTS Services for which separate legal terms and conditions may apply.
- 6.2 YTS grants you a revocable right to use the YTS Services for your personal (non-commercial) use in accordance with these YTS Terms.
- 6.3 You will not, nor allow third parties on your behalf to, (i) make and distribute copies of the YTS Services; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the YTS Services; (iii) create derivative works of the YTS Services; (iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the YTS Services; or (v) make alterations to, or modifications of, the YTS Services, or permit the YTS Services to be combined with, or become incorporated in, any other programs.
- 6.4 You will comply with all technology control or export laws and regulations that apply to the technology used or supported by the YTS Services.

7. ACCEPTABLE USE RESTRICTIONS

7.1 You must not:

- 7.1.1 use the YTS Services in any unlawful way or in breach of these YTS Terms, or act fraudulently or maliciously (for example, by accessing other people's Accounts through the YTS Services);
- 7.1.2 allow any other person to use the YTS Services made available to you;
- 7.1.3 infringe intellectual property rights in relation to the YTS Services, or your use of it;
- 7.1.4 use the YTS Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other persons (for example, YTS expect fair levels of use and would not expect you to make a large number of manual requests for Account Information to be updated); or
- 7.1.5 attempt to alter or decipher any transmissions to or from the servers running any service (for example, by trying to break the encryption protecting those transmissions).

8. DATA PROTECTION

- 8.1 Any personal information you supply to YTS (and which YTS collect from you or other sources) will be used by YTS and held securely by YTS in accordance with our YTS Privacy Policy (www.yts.volt.com/privacy).
- 8.2 By using the YTS Services you explicitly consent to YTS collecting and using technical information about your usage and device to improve our products and to provide any services to you.

9. SUSPENDING AND STOPPING YOUR USE AND ENDING THIS CONTRACT

By YTS

- 9.1 YTS may suspend or end your use of the YTS Services (or part of it, such as payment at any time. YTS will usually inform you when this is happening but YTS can't always do so. YTS might take this action:
 - 9.1.1 if you breach these YTS Terms, for the reasons outlined below in this section;
 - 9.1.2 in the event YTS is unable to identify you or authenticate your identity or validate your funding sources;
 - 9.1.3 if we are requested to do so by your Service Provider; or
 - 9.1.4 in other circumstances where YTS believe that there is a valid reason (such as for risk or fraud management), or at your request.
- 9.2 YTS has no obligation to resume provision of the YTS Services to you, or to re-activate your use, if suspended or closed. If YTS permanently ends your use of the YTS Services, then: (a) the rights granted to you in these YTS Terms end and (b) you must stop use of the YTS Services.
- 9.3 If YTS suspects that that the YTS Services' security has been breached, or YTS suspects unauthorised or fraudulent use of the YTS Services, then YTS may suspend its use. If YTS does this, then YTS will (if the law permits) try to contact you (directly or through your Service Provider) to let you know.
- 9.4 YTS may also need to limit, block or stop your usage if YTS is required to do so by law.
- 9.5 YTS may otherwise decide to stop providing you with the YTS Services and end this contract at any time by giving you 2 months' notice.
- 9.6 You should also be aware that the Service Provider may suspend or end your use of the YTS Client Service under the YTS Client Service Terms and Conditions. If this happens, you may not be able to access the YTS Services and we're not responsible or liable to you if this happens.

By You

- 9.7 You may stop your use of the YTS Services at any time and end this contract, e.g. by ending your agreement with the Service Provider or removing the YTS Client Service from your device. Doing so will **not** automatically delete your user information that YTS holds. You can delete your user information in the YTS Client Service. You can contact YTS at yts@volt.com and YTS can delete the user information we hold about you. YTS will also stop making your information available for active use after 1 year of inactivity on the YTS Services. When your user information is deleted, YTS will continue to hold certain information about you and your use for as long as it is required to enable YTS to comply with legal requirements, and for operational reasons such as issue resolution, complaint handling and "Know Your Customer" regulations. See the YTS PSU Privacy Policy for further details on the retention period(s).

10. LIMITATION OF LIABILITY

- 10.1 The YTS Services have not been developed to meet your individual circumstances. It is your responsibility to ensure that the YTS Services meets your needs.
- 10.2 YTS only supplies the YTS Services for domestic/personal use. You may not use the YTS Services for commercial, business or resale purposes, and YTS has no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity. YTS also has no liability to you for any damage or alteration to your equipment including your devices as a result of use of the YTS Services.
- 10.3 All information, content and material displayed through the YTS Services is provided for information only. It is not financial or professional advice. You should not rely on information or content from the YTS Services as the sole basis for making a financial decision. You should use your own judgment, and seek professional advice if appropriate. Accordingly, you agree that YTS is not responsible or liable to you for:
 - 10.3.1 any action (or inaction) resulting from use of or reliance on information or content displayed through the YTS Services (or any loss or damage you suffer as a result); or
 - 10.3.2 any dealings you have with third parties (including the Service Provider and your Providers and other services providers) through the YTS Services.

Our responsibility

- 10.4 YTS has no liability to you under or in connection with these YTS Terms or your use of the YTS Services (whether in contract, tort (including negligence) or any other cause) except as set out in sections 10.5 and 10.6 below.
- 10.5 If YTS is liable to you in relation to the YTS Services and:
- 10.5.1 it relates to YTS not having met our obligations under the applicable law to protect your information or keep it secure, or it relates to any obligation under the applicable law that YTS cannot exclude (or limit, to the extent that it cannot be limited), then YTS accepts that liability in full as required by the law;
 - 10.5.2 it relates to any other cause (regardless of the form of the action or timing) then YTS will only be liable to you for loss or damage that you personally suffer that is a foreseeable result of all such causes up to a maximum of £50 in total for services delivered in the United Kingdom and €50 for services delivered in the European Union..
- 10.6 YTS is not responsible or liable if the relevant cause arises from your breach or action (such as your fraud or YTS following your instructions), events outside of our control, or the need to comply with our legal obligations. Other sections of these YTS Terms explain further things that YTS are not responsible or liable for so it is important that you read all of the YTS Terms carefully. Nothing excludes or limits our liability for: death or personal injury caused by our negligence; our fraud or fraudulent misrepresentation; or, if YTS deliberately breaches these YTS Terms in a major way that is designed to harm you. Your statutory rights are not affected.

Your responsibility

- 10.7 You agree to reimburse YTS for any losses YTS incurs as a result of your breach of, or failure to comply with, these YTS Terms, or if YTS suffer any losses as a result of your use of the YTS Services.

11. DISCLAIMER

- 11.1 To the maximum extent permitted by law, YTS disclaims all implied warranties with regard to the YTS Services. YTS does not promise that the information, content or materials displayed on the YTS Services (directly or via the YTS Client Service) are accurate, sufficient or error-free. YTS does not promise that the information on our systems is, when accessed by you, up-to-date or complete. The YTS Services are provided "as is" and "as available" without warranty of any kind.

12. HOW WE ARE FUNDED

YTS has commercial arrangements in place with your Service Provider and they pay us a fee to make the YTS Services available on the YTS Client Service. You should check with your Service Provider what fees are payable by you to them.

13. PROBLEMS, QUESTIONS & COMPLAINTS

- 13.1 YTS appreciates it greatly if you notify YTS of a question or problem, because this gives YTS the opportunity to seek a suitable solution. It also gives YTS the opportunity to improve its service to you and other customers. YTS also has an internal complaints procedure. YTS aims to handle all problems, questions and complaints efficiently and quickly:
- 13.1.1 If you have questions, problems or complaints, regarding the YTS Client Service then please submit them to the Service Provider;
 - 13.1.2 If you have questions, problems or complaints, specifically regarding the YTS Services then please submit them to the yts@yolt.com and include the following information: your name, telephone number and a description of your concern.
- 13.2 If after YTS has responded to your complaint you remain unhappy, depending upon the complaint, you may be entitled to refer the complaint to the Financial Services Complaints Institute (KiFiD) based in the Netherlands. The Financial Services Complaints Institute is a free, independent service for resolving disputes between customers and financial services institutions like ING which operate under the authority of the Dutch financial services regulators. More information is available at www.kifid.nl.
- 13.3 *Online dispute resolution (English language access to KiFiD):* The European Commission has set up an online dispute resolution platform (ODR platform) to help customers who have bought goods or services online from traders established in the European Union. If you have not been able to get your complaint resolved to your satisfaction, you can submit your complaint online through the ODR platform. The platform will then send your complaint to the Financial Services Complaints Institute (KiFiD) for an independent review. You can access the ODR platform at <http://ec.europa.eu/odr>.

14. CHANGES TO THESE TERMS

- 14.1 YTS may change the YTS Terms at any time and will inform you of a change either (i) through the *YTS Client Service*, when you next start the *YTS Client Service*, (ii) through the YTS Services directly, (iii) by e-mail or (iv) otherwise. The new terms may be displayed on-screen and you may be asked to read and accept them to continue your use of the YTS Services. If these changes materially impact you or materially change the YTS Services, YTS will strive to inform you through our regular channels at least 2 months prior to asking you for confirmation of the new YTS Terms.
- 14.2 YTS will always act fairly and reasonably when YTS makes these changes. The most common reasons that they will happen are if:
- 14.2.1 YTS is changing the way that an existing part of the YTS Services operates, introducing new functionality, or withdrawing functionality;
 - 14.2.2 YTS considers that YTS should take account of developments (or changes YTS reasonably expects to happen) in technology, security or industry standards and norms;

- 14.2.3 there are changes in the way that YTS operates or YTS thinks that YTS should explain something more clearly;
or
- 14.2.4 there is a change in law (including industry codes) that YTS follows or is bound to follow, or in response to decisions of a regulator or court.
- 14.3 If you don't want to accept a change YTS informs you about in advance, you can close your account(s) for the YTS Services – see section 9 above. You can also end this agreement by not using the YTS Services after YTS makes the change. Be aware that the change will apply to you until you do so. If you don't choose to close your account(s) we will assume that you have agreed to the changes.

15. **KEEPING IN TOUCH**

- 15.1 YTS will normally contact you using the email address which you have submitted to your Service Provider or the one you have provided us with directly. YTS will do this to keep you informed of matters relevant to the YTS Services where YTS needs to in order to comply with our legal obligations - further details are shown in our YTS AIS / PIS Privacy Policy.
- 15.2 In some circumstances, it may also be appropriate for YTS to contact you through other means (such as telephone) where you have provided your number to YTS and it's helpful to talk things through. When YTS communicates with you (including by telephone) it is common for YTS to monitor and keep a record of that communication for quality and training purposes.
- 15.3 Please remember to tell YTS if your details change. If YTS discovers or suspect fraud or a security threat, YTS will need to contact you. Equally, for security reasons, YTS may block use of the YTS Services if YTS is unable to contact you or don't receive a response when YTS tries to do so.
- 15.4 You have the right to receive a copy of these YTS Terms – YTS will send this to you by email if you request it but you can always find them on our website (www.yts.yolt.com) too.
- 15.5 **The easiest way to contact YTS is by emailing yts@yolt.com.**
- 15.6 Please address any postal mail to YTS at the following address:
Yolt Technology Services
Hoogoorddreef 60,
1101 BE Amsterdam,
The Netherlands

16. **ABOUT US & OUR REGULATORS**

- 16.1 YTS is registered trade mark of Yolt Group B.V.
- 16.2 Yolt Technology Services BV. has its statutory seat in Amsterdam at Hoogoorddreef 60, 1101 BE Amsterdam, the Netherlands and is entered in the Amsterdam Trade Register under no. 76904814.
- 16.3 ING Bank N.V. has its statutory seat in Amsterdam at Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands, and is entered in the Amsterdam Trade Register under no. 33031431.
- 16.4 ING Bank N.V. is regulated and licensed by the De Nederlandsche Bank ('DNB') and the European Central Bank ('ECB'). ING Bank N.V. is also regulated and licensed by the Autoriteit Financiële Markten ('AFM') and regulated by the Autoriteit Consument & Markt ('ACM'). Information regarding the supervision of ING can be obtained from DNB (www.dnb.nl), ECB (www.bankingsupervision.europa.eu), AFM (www.afm.nl), or ACM (www.acm.nl).

17. **OTHER IMPORTANT TERMS**

- 17.1 ING Bank NV may transfer the rights and obligations under these YTS Terms to another organisation (within the ING Group organised under ING Bank NV or the Yolt Group organised under Yolt Group BV but also third parties), but this will not reduce your rights or those obligations. You may not transfer your rights or obligations under these YTS Terms to another person.
- 17.2 If YTS fails to insist that you perform any of your obligations, or if YTS does not enforce our rights against you, or if YTS delays in doing so, that will not mean that YTS has waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver would need to be given by YTS in writing.
- 17.3 Each of the conditions of these YTS Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 17.4 Please note that these YTS Terms, their subject matter and formation, are governed by Dutch law. You and YTS both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 17.5 These YTS Terms and our Privacy Policy are drawn up in the English language. All written communications between you and YTS relating to these YTS Terms and our Privacy Policy will be in English.

Version: 1.5 – Published 1st May 2021, effective 1st May 2021

The updates in this version have been made to:

- Launch the YTS Services under ING Bank N.V. post Brexit
- Inclusion of the Financial Insight functionality offered by Yolt Technology Services BV

YTS PRIVACY POLICY

This YTS Privacy Policy is applicable to the processing of your personal data as part of:

- a. the YTS Account Information Services and YTS Payment Initiation Services ("YTS Payment Services"); and
- b. the YTS Financial Insights Service

together: the "YTS Services"

that are made available and distributed through the service you are using ("Service").

ING Bank N.V. ("ING") and Yolt Technology Services B.V. ("YTS") act as joint controllers for the processing of personal data under the YTS Services.

Any reference in this policy to "we", "us", "our" means both ING and YTS.

You have a separate relationship with the provider of the Services for the personal data it collects, holds and processes about you. Please read their privacy policy too.

1. WHAT PERSONAL DATA DO WE USE?

What is personal data?

Personal data is any data relating to a person who is identified or who can be identified (such as a name, an identification number, or an online identifier).

Personal data from connected banks: If you connect one of your banks to the YTS Payment Services or use payment initiation services, ING will collect data from your connected banks, such as:

- bank account details, account numbers, information about your transactions;
- information identifying the account you have with your connected bank;
- information to initiate and process the transfer of money on your behalf;
- transactions made on those accounts;
- your direct debits and standing orders;
- as part of your account information, YTS may collect sensitive personal data (*for example*, if you have a payment for a membership to a particular political party, this could reveal your political beliefs).

Sharing account data with YTS and the provider of the Service:

You authorise ING to share the data from the connected banks with YTS and to have YTS:

- display that data to you via the Service; and/or
- converse this data in an overview of a number of financial figures and financial insights which can be derived from that data ("**Financial Insights**").

You authorize YTS to share the data from the connected banks and the Financial Insights with the provider of the Service so that the provider of the Service can use this data and the Financial Insights for delivery of the Service.

The use of the data from the connected bank and the Financial Insights by the provider of the Service for the purposes of that Service, is governed by their privacy policy.

Personal data you give us: You may give us personal data about you by filling in forms on, or interacting with the YTS Services, our website, or by corresponding with us by phone, email or otherwise. Examples of personal data collected include:

YTS	<ul style="list-style-type: none"> • Content you share with us in our community (Facebook, Twitter etc) or via our social media channels or via our Customer Care. • Information that you input to configure how the Yolt App works for you (e.g. your budgets) • Personal data about your financial circumstances (e.g. filling out a form to benefit from one of our comparison providers). • Information that you permit YTS to share with Yolt Limited. 	<ul style="list-style-type: none"> • Name • Address • Email address • Phone number • Copies of personal identification documents (such as your Passport, ID, Driving Licence). • Personal information required to identify you and verify the information you give us, including photos/selfies and
------------	---	---

ING	<ul style="list-style-type: none"> • Information we need to connect to your providers and retrieve your transactional information (account information services) • Information we need to initiate the transfer of money on your behalf and send an instruction to your connected provider(s) (payment initiation services). 	<p>your video recordings of taking such photos/selfies</p> <ul style="list-style-type: none"> • Biometric data (such as fingerprint or facial recognition data) to grant access to our App on your device.
------------	--	---

functions to you, such as analysis of your spend. Further information on the services Yolt will provide to you can be found in the Yolt App terms.

Personal data YTS collect from you:

YTS

When you use the YTS Services or YTS website, YTS may – ourselves or through our partners - collect information such as:

- IP address
- device details
- your login information
- information about each visit you make to the YTS Services (such as page response times and length of visit)
- location data
- info about your use of the YTS Services or website through tracking tools
- information we require to comply with our legal and regulatory obligations (such as “Know-Your-Customer” and “Customer Due Diligence”)
- information to verify the data you give us
- information from your phone (like contact details from your address book) if you give us consent to use that data

YTS uses well-known advertising platforms such as Facebook and Google in promoting the YTS Services:

- If you click through such an advert and start using YTS Services, an automated process will confirm to the advertising platform that you have signed up to the YTS Services
- If you don’t use these platforms YTS will not collect or process this data

Any data you share on social media platforms will be accessible by them as described in their terms of service.

YTS uses tools to improve the user experience of our website and to personalise your YTS Services. Therefore, YTS performs statistical analyses about the way you use the YTS services (such as information on how you navigate, how much time you spend, how long you visit, and from where you came to our service):

- For our website: YTS uses Google Analytics on our website. We don’t use Google Analytics on our app or on your transaction data.

If you don’t want this, you can always disable this through the Cookie Settings on the website.

YTS and ING

We may also collect information such as:

- information we require to comply with our legal and regulatory obligations (such as “Know-Your-Customer” and “Customer Due Diligence”);
- information to verify the data you give us.

2. WHAT DO WE USE YOUR PERSONAL DATA FOR?

Contractual performance: If you want us to deliver the YTS Services, we can only perform these services if we can process your personal data for this purpose. So we process your personal data on this basis for the following purposes:

- *For ING:* To deliver the YTS Payment Services and retrieve and display your Account transaction data, and to initiate payments on your behalf.
- *For YTS:* To do the following:
 - Provide information on your Accounts, such as financial insights, financial information and an account overview.
 - To compile the Company Information

Legitimate interest: YTS uses your personal data on the basis of its legitimate interest so that it can:

- Create a persona about you, so:
 - YTS can give relevant insights in your financial situation
 - YTS can deliver the benefit of the YTS Services
 - YTS can build better personas
- To train data models and data science services.
- Provide you with updates about YTS, ING and the YTS Services
- Improve your experience of the YTS Services and assess the use of the YTS Services

- Enrich our database so we can build better YTS Services
- Service improvement and optimization of the YTS Services and other services of YTS or ING
- Make a secure connection between your device and the YTS Services
- Track and examine the use of the YTS Services and the website to prepare reports on its activities, analyse that data and use it for YTS' business purposes
- Attract new YTS partners and clients
- Perform research and trend analysis
- To (re)use personal information YTS has collected to identify you and to verify your identity to validate the data YTS holds about you and enrich your data (this excludes ID copies)

YTS could use your personal data in an anonymised and aggregated form:

- to enrich content in blog posts and infographics of other entities organized under Yolt Group B.V.
- to develop and deliver additional or ancillary services (such as data insights or market analysis)
- for social media posts
- for campaigns
- for analytical research
- for other commercial or business purposes

This will never contain data or insights or information that can be tracked down to you personally.

ING will always use the minimum data required and will process to the minimum extent required.

ING and YTS may each also use the data to take action to defend its rights under the YTS PSU AIS/PIS Terms if you misbehave or act in deviation of laws or regulations or the YTS PSU AIS/PIS Terms.

Legal obligations: YTS and ING will also process your personal data where we are under a legal obligation to do so to:

- identify you and verify your identity to comply with our Customer Due Diligence and Know-Your-Customer obligations
- prevent and detect fraud, money laundering, other crime, and security issues, and to reduce YTS' risks;
- comply with laws and regulations, as well as any sector-specific guidelines and regulations.

Please be aware that if you do not want us to process the data for the purposes set out above, that we cannot deliver you the YTS services. The YTS Services are about being smart and getting smart with data. Without the use of your data there are no YTS Services.

3. YOUR KEY RIGHTS

Your primary right is the **right to stop processing your data** (right to object):

- The YTS Services are designed to put you in control and enables you to withdraw your consent by deleting a connected bank
- Sending us an email with the request to be forgotten if the above does not work.
- You have the right to ask us not to process your personal data for marketing purposes:
 - You can always unsubscribe to our emails and campaigns
- You have the right to object to us processing information about you where we do so on the basis of a legitimate interest. If we cannot make that work, it could mean that we may not be able to provide you with the YTS Services at all and will stop your access to the YTS Services.

This would not invalidate any processing of the personal data prior to your withdrawal of consent.

Your **other rights** are:

Right of access and data portability: All data that you have provided us with is accessible in the YTS Services and the Service that the YTS Services are made available in.

You can request a copy of all personal data you have provided to us through that Service.

We can only give you the data we hold ourselves. Any data that the provider of the Service through which the YTS Services are available Provider or other parties hold about you is with them. You should request deletion of that data and your right to be forgotten directly with them.

Right to rectification: You can control your data through the Service. Where you cannot change this data through the Service, you have the right to ask us to rectify inaccurate or incomplete personal data which we have about you.

Right to erasure: You have the right to ask us to erase your personal data. Be aware that the provider of the Service may still have data about you. You will need to contact the provider of the Service directly in order for them to delete this data.

Right to restrict: YTS has the right to restrict the processing of your personal data where:

- you contest the accuracy of the personal data we hold about you, for a period enabling YTS to verify the accuracy of the personal data;
- the processing of your personal data is unlawful and you oppose the erasure of the personal data and requests the restriction of their use instead;
- you have objected to processing of your personal data pending the verification whether the legitimate grounds of the YTS override yours.

Where we do no longer need your personal data for the purposes of the processing, but we are required to keep it for the establishment, exercise or defence of legal claims we automatically restrict the processing of your personal data to this purpose.

Right to object to automatic processing: You don't need to object because YTS don't subject you to decisions based solely on automated processing which significantly affect you.

Integration with the Service

As the YTS Services are made available via the Service you are using, the provider of that Service is your first point of contact, and you should always first contact the provider of the Service if you wish to exercise any of the rights above and enquire with the provider of the Service how they have implemented and integrated the Key Rights set out above.

They may for instance have easy functions available to delete or download your personal data or correct that data.

If that doesn't work or you wish to execute these rights directly with YTS you can always contact us directly through the contract details set out in section 9.

4. WHERE DOES YTS STORE YOUR PERSONAL DATA?

Your data is stored in Europe: The personal data YTS collect from you is stored on secure information technology systems located in the European Economic Area ("EEA") (for example: The Netherlands, Germany and Ireland) and the United Kingdom, but it may be processed or viewed by staff or companies outside the EEA or the UK who work for YTS or one of our partners.

Regardless of location, we will always impose on our employees or contractors the same data protection safeguards that we use inside the EEA and the UK. Where we are transferring your data to countries which are outside the EEA or UK and that have not been approved by the European Commission or other relevant authorities as providing essentially equivalent protections to within the EEA, we will transfer it to European Commission and UK authorities approved contractual terms.

We do not control where your provider of the Service stores or processes your data and they can **decide to store your data in other countries or parts of the world than we do.**

We recommend you to carefully read their privacy policies.

5. PROTECTING YOUR PERSONAL DATA

Security is in our DNA:

- We are committed to ensuring that your personal data (including your Account Information and financial details) are secure in our systems.
- In order to prevent unauthorised access to or disclosure of it, we have put in place suitable physical, electronic and operational procedures to safeguard and secure the personal data we collect about you and processes in our systems.
- In particular, we protect your personal data by deploying high standard encryption algorithms in our systems.
- We meet security standards imposed by law that are applicable to the operation of the YTS Payment Services.
- We will never ask your PIN or other security credentials.

Processing by the provider of the Service

The processing of your personal data by the provider of the Service in their systems (including the personal data that you consent to transfer from YTS to the provider of the Service) is protected by the technical and organizational measures the provider of the Service has put in place.

We can only protect your personal data where we process and control it, so we are not responsible or liable for any processing (including loss of data or wrongful processing) by the provider of the Service.

Help YTS protect you:

- To help us protect your personal data, you agree to comply with our security policies and procedures that we may notify to you from time to time.
- You also agree to take all reasonable steps to prevent the unauthorised or fraudulent use of the YTS Services or the Service that the YTS Services are part of (e.g. your User Login or PIN code, or other security credentials).
- If you find out or suspect that your credentials have been lost, stolen, or someone has used it without your permission, you must tell YTS and the Service Provider as soon as possible.

6. PROVIDERS, YOLT GROUP, REGULATORS AND LAW ENFORCEMENT

Other than what is described above, we will only share your personal data in a very limited way.

This will happen:

- where we need to use services we cannot build ourselves or have a duty or legal obligations to disclose it;
- within the group of entities organized under ING Bank BV ("ING Group") or Yolt Group BV ("Yolt Group") of which YTS is part of, e.g. because parts of the YTS Services may be delivered by other entities in the ING Group or Yolt Group.
- **Our technology providers** (including their sub-contractors). This may happen where they help us to run our service or the technology systems that are needed to operate our services. This includes:

1. Providers of data storage, data management and platform providers to safely and securely store and process your data. This includes Amazon Web Services (AWS). YTS will only deploy your data on AWS installations in Europe.
 2. Aggregation service providers, where necessary in order to retrieve Account Information for use in the YTS Services on your behalf.
 3. Identification and verification service providers, to help us adhere to our legal obligations to verify your identity and the information you give us. These may include LexisNexis Risk Solutions (Europe) Limited.
 4. Social Media Platforms via campaign-IDs so that YTS can build relevant content on Social Media. Any data you share on Social Media Platforms will be accessible by them as described in their terms of service
 5. Email services e.g. to send you updates or communication.
 6. Customer relation management to provide you with customer care services.
 7. Website and app analytics to provide you with the best experience.
- **Yolt Group and ING Group:** we may transfer your personal data within the Yolt Group and ING Group and have the entities within the Yolt Group or ING Group process your personal data. Use of your personal data within the Yolt Group or ING Group:
 - Will always be bound by and limited by the provisions of this Privacy Policy;
 - Does not limit or take away the liability and accountability of us towards you for the processing of this data within the Yolt Group or ING Group
 - **Regulators** in connection with their duties, such as crime prevention or carrying out regulatory oversight of what we do.
 - **Fraud prevention agencies and law enforcement agencies**, to prevent and detect fraud, money laundering or other crimes.

7. HOW LONG DO WE KEEP YOUR DATA

We are allowed to keep your personal data only for as long as it's still necessary for the purpose we initially required it.

But as we are in financial services and bound by strict regulations, this means that we need to retain the data we holds about you for a minimum of **7 years after you have stopped using the YTS Services**. If (local) regulations require us to retain it longer or delete it sooner, we will follow these retention periods.

If you delete your YTS Services data or invoke your right to be forgotten, we will use feasible solutions to make it no longer directly available in our systems, like archiving it. This means that in such case:

- we will no longer actively process your data as part the YTS Services;
- It will continue to be available for processing under a legal or regulatory obligation;

8. USING COMPUTERS TO MAKE DECISIONS ABOUT YOU

We do not use automatic processing or profiling to make automated decisions about you that could significantly impact you (like refusing you financial products or credit profiling).

9. OUR CONTACT DETAILS

For ING:

- ING Bank N.V. has its statutory seat in Amsterdam at Bijlmerplein 106, 1102 CT Amsterdam, the Netherlands, and is entered in the Amsterdam Trade Register under no. 33031431.

For YTS:

- Yolt Technology Service B.V. has its statutory seat in Amsterdam at Hoogoorddreef 60, 1101 BE Amsterdam, and is entered in the Amsterdam Trade Register under no. 76904814.
- YTS is registered trade mark of Yolt Group B.V.
- YTS is a trade mark of Yolt Group BV.

As the YTS Services are made available via the Service Provider, you should always first contact the Service Provider if you wish to exercise any of the rights under this privacy policy and enquire with the Service Provider how they have implemented the Key Rights set out in section 3. They may have easy functions available to delete or download your personal data.

If that doesn't work or you wish to execute these rights directly with YTS you can always contact us directly any of the rights under this privacy policy or contact us at:

yts@yolt.com

You can contact our Data Protection Officer through:

DPO@yolt.com

10. COMPLAINTS TO THE PRIVACY REGULATOR

You have the right to complain to the privacy regulator in the country in which you reside, where you work, or anywhere where you believe we might have broken data protection rules.

In The Netherlands, the privacy regulator is the Autoriteit Persoonsgegevens (the "AP"). The AP can be contacted at:

- Address: PO Box 93374, 2509 AJ Den Haag, The Netherlands
- Telephone number: (+31) - (0)70 - 888 85 00
- Email: <https://autoriteitpersoonsgegevens.nl/en/contact-dutch-dpa/contact-us>

Version: 1.5

Published 1th May 2021, effective 1st May 2021

The updates in this version have been made to:

- enable the launch of YTS services under ING post Brexit
- include Credit Scoring Services