

Conditions of Use myTax

1. Description of the myTax Assistant and general information

1.1. Banque et Caisse d'Epargne de l'Etat, Luxembourg (hereinafter referred to as "**Spuerkeess**") provides the Customer (as defined below) with a digital tax assistant called myTax (hereinafter the "**myTax Assistant**" or "**myTax**") and a tax safe deposit box accessible via the S-Net Tax Area.

1.2. The General Terms and Conditions and the Terms and Conditions governing the use of S-Net apply to the Service, unless these Conditions of Use myTax expressly provide otherwise.

1.3. The Customer is informed that the myTax Assistant is a service provided in conjunction with its publisher-service provider VIREO, a limited liability company established at 4, Rue Jean-Pierre Brasseur, L-1258 Luxembourg (hereinafter referred to as "**VIREO**").

1.4. The S-Net Tax Area offers the Customer two separate and complementary services: the myTax Assistant and the tax safe deposit box (hereinafter the "**Service**").

1.4.1. The myTax Assistant is a didactic tool that provides assistance in completing tax returns/annual statements enabling the Customer to assert his rights and supports him in complying with his duties and obligations to the Luxembourg Inland Revenue (*Administration des Contributions Directes*, hereinafter the "**ACD**" or "**Authorities**").

1.4.2. The tax safe deposit box enables the Customer to centrally store in a secure space within S-Net all the documents and/or certificates that he will need to enclose with his tax return or annual statement, in order to prove his income and/or expenses to the Authorities. The Customer is also informed that the tax safe deposit box is pre-filled using the certificates generated by Spuerkeess and by detecting tax-relevant transactions (e.g. donations, insurance premiums and pension contributions, home savings schemes, childcare expenses), based on analysis of communications, recipients and/or ordering parties, but with no guarantee that it is fully exhaustive.

1.5. The myTax Assistant is a digital tax assistant that enables the Customer to:

- understand his obligations or the benefit of complying with tax procedures in the Grand Duchy of Luxembourg,
- view the amount of tax that he will recover or pay under each tax regime for which he is eligible,
- generate, where applicable, his Luxembourg tax return (form 100F) (or his annual adjustment) optimised by the algorithms,
- generate any necessary appendices (forms 180F, 190F, 191F, 195F and 700F) optimised by the algorithms,
- view the tax deductions and tax benefits made available by the Luxembourg State to pay less tax (reduction of the household's tax burden).

1.6. For optional or mandatory tax returns, the myTax Assistant generates a report containing a detailed explanation and all the tax return forms (made available by the ACD) and the duly completed appendices so that the

Customer can provide all relevant tax information to the Authorities.

1.7. The myTax Assistant suggests to the Customer, by default, the tax regime(s) that appear to be the most favourable. This explicitly means that if the Customer wishes to submit one or more forms to the Authorities that are different from the forms displayed in the myTax tax return, the Spuerkeess Direct assistance service will provide him with the necessary form(s) no later than 31 December of the current tax year and, in any case, within one (1) month of the date on which the tax form was produced by the Authority.

1.8. Under no circumstances may Spuerkeess be held liable for the taxation choices made by the Customer or for the Customer's failure to opt for another choice.

1.9. In the event of any questions concerning the operation of the Service, Spuerkeess provides the Customer, in addition to the secure messaging system in S-Net, with a dedicated team of experts within Spuerkeess Direct, who can be reached via telephone on (+352) 4015 4020.

1.10. If the team of experts is unavailable, the Customer will be asked to leave his contact and availability details so that he can be contacted as soon as possible. Spuerkeess Direct is available on business days from Monday to Friday between 8:00 and 17:00.

1.11. Spuerkeess hereby informs the Customer that the support is limited to the use of the myTax Assistant and the safe deposit box in the Tax Area and therefore to questions concerning the filling process, the documents to be provided, the interpretation of the results generated and/or the optimisation advice through the use of available banking products on the final tax report.

2. Terms of access and use

2.1. MyTax is accessible in accordance with the general availability of the Spuerkeess IT infrastructure, which may be subject to occasional or periodic shutdowns for maintenance, restoration or improvement of the infrastructure.

2.2. Any Spuerkeess customer who is an individual of legal age, whether a resident or a non-resident, whether a holder or co-holder of a current account in EUR and a holder of an active S-Net agreement (hereinafter the "**Customer**") is eligible for the services provided via the Tax Area on S-Net, provided he has not withdrawn his consent to the categorisation of his transactions.

2.3. To launch the myTax Assistant, the Customer must use his personal S-Net agreement. The Customer is informed that he may only use the Service for his personal affairs, irrespective of the mandates and/or rights that he may have over other accounts.

2.4. With regard to Spuerkeess, the Customer, who is the account holder, shall be fully liable for the returns or information transmitted by any co-holder via the myTax Assistant.

2.5. Spuerkeess reserves the right to suspend or stop the Service, in whole or in part, for specified reasons, including:

- if the Customer does not comply with his legal, regulatory or contractual obligations as regards the Services offered;

- when the Customer's S-Net agreement is suspended or terminated;
- during the notice period of termination with the Customer;
- in the event of the misuse or unlawful use of the Services offered;
- in the event of fraud or misuse observed in relation to the Customer's accounts or in the event of strong suspicions of fraud or abuse;
- at the request of a judicial or supervisory authority;
- if maintenance, improvement or repair work is required;
- in the event that the Customer withdraws his consent to the processing of the categorisation of his transactions;
- in the event that the business partnership between Spuerkeess and VIREO is terminated.

2.6. In the scenarios described above, Spuerkeess may not be held liable, including where the Customer has not been able to carry out or complete a transaction using the myTax Assistant.

2.7. Spuerkeess undertakes to inform the Customer as soon as possible of such suspension or termination via appropriate means of communication.

3. Security

3.1. The Customer is informed that the myTax Assistant and the tax safe deposit box are installed on servers belonging to Spuerkeess and located within the S-Net technical infrastructure.

3.2. All data provided by the Customer shall remain within the Spuerkeess infrastructure and shall not pass through any third-party infrastructure.

3.3. Consequently, the data provided by the Customer shall be processed and saved with the same level of security as all other data already available in S-Net.

4. Technical configuration

4.1. Since an annual update of the Service is necessary to make the content compliant with new laws, regulations and tax interpretations in force, all or part of the Service may not be available with a view to ensuring optimal quality.

4.2. Spuerkeess also reserves the right to suspend access to the Service at any time in connection with work such as software maintenance and upgrades, hardware maintenance and upgrades, or content updates.

5. Pricing of the myTax Assistant

5.1. When accessing the Service, the Customer is informed of the cost of the myTax Assistant for the tax year in question. Spuerkeess reserves the right to offer a different rate (preferential rate, no charge, surcharge) for a limited or other period, at any time and not retroactively. The Customer is also informed that his use of the tax safe deposit box (which is optional) is entirely free of charge.

5.2. The Customer is free to launch the myTax Assistant free of charge. If he wishes to obtain the tax report (the final stage), he must pay an amount defined prior to the launch of the Service (save where it is offered free of charge). Where applicable, the amount will be invoiced via a pre-filled transfer form displayed in S-Net.

5.3. If the transfer cannot be executed for any reason, the Customer will not be able to access the final stage of the myTax Assistant.

5.4. Provided that the Customer reaches the final stage in accordance with the above provisions, the Customer may generate new versions of the myTax tax report and its forms without any additional charge.

6. Obligations of the Parties

6.1. Obligations of the Customer

6.1.1. The Customer agrees to use the Service only for the purposes permitted under these Conditions of Use myTax and in accordance with applicable laws and regulations or generally accepted practices.

6.1.2. More specifically, the Customer undertakes to use the Service for strictly personal and non-commercial purposes and not to allow a third party who is not part of his household to access it.

6.1.3. As such, the Customer undertakes, in particular, to comply with and ensure that any relevant third party complies with the following rules:

- not to download, display or transmit, in any way whatsoever, any content that may harm the integrity or confidentiality of the systems and data of VIREO, Spuerkeess, other Customers and third-party service providers;
- not to extract data from the myTax Assistant for unauthorised reuse;
- not to copy or modify, in particular by decompiling or merging into any other software or determining the source code, the underlying algorithms, structure or organisation of the myTax Assistant.

6.1.4. With a view to ensuring compliance with these obligations and detecting any fraudulent use (including attempts at copying by a third party), an automated technical verification system has been integrated by VIREO into the myTax Assistant.

6.1.5. VIREO and/or its partners own the myTax Assistant, including (without limitation) the presentation and content of the source codes of the site and platform, the fixed or automatically generated pages, photos, drawings, illustrations, videos, names, trademarks, logos, databases, software and algorithms (hereinafter the "**Elements**"). The Elements are protected by Luxembourg intellectual property law, with the exception of any rights of third parties over some of these Elements. **The Customer is informed that any unauthorised use by him of all or some of these Elements is liable to result in legal proceedings.**

6.1.6. The Customer is under an obligation to read all the recommendations provided to him, i.e. both the recommendations of use and the multiple contextual help items (tooltips) available in the myTax Assistant and must take the utmost care to correctly answer the questions asked when using the Service.

6.1.7. Spuerkeess offers the Customer a pre-filling system, based on data available to S-Net when the myTax Assistant is launched, in order to facilitate its completion.

6.1.8. The Customer undertakes to verify the accuracy of the data in question and to correct it at any time, particularly

during the filling process and when the tax report is generated.

6.1.9. Spuerkeess and VIREO inform the Customer that any information included (or not included) in the form(s) and any appendices, as well as any tax situation, is subject to acceptance by the Authorities. As a user of the Service, the Customer has the option and remains free to modify all content included in his forms before sending them to the Authorities.

6.2. Spuerkeess's obligations

6.2.1. Spuerkeess shall dedicate, within reasonable limits, all the resources at its disposal to ensure continuity of access to the Service and to enable the Customer to use it optimally. Spuerkeess's commitment comprises a best-efforts obligation.

6.2.2. Spuerkeess, through its collaboration with VIREO, shall ensure that the myTax Assistant is continually updated, making every effort to offer the highest degree of relevance and reliability in its field.

6.2.3. If, despite all the care taken, a particular situation has not been taken into account, Spuerkeess undertakes to authorise VIREO to deploy a patch as soon as possible within the myTax Assistant and to keep the Customer informed as soon as it is updated.

6.2.4. Spuerkeess undertakes to offer the Customer, at all times, dedicated support in relation to any question or problem relating to the Service offered, in accordance with the provisions described in sections 1.9, 1.10 and 1.11 of these Conditions of Use myTax .

6.2.5. To ensure that the myTax Assistant is of the highest possible quality, VIREO carries out regular tests on mock situations to verify the accuracy of the results (tax calculations and forms) generated.

7. Limitations and exclusions of liability

7.1. Spuerkeess declines all liability if a pre-filled data item has been validated by the Customer and does not or no longer reflects that Customer's situation on the date the return is finalised using the myTax Assistant or if any data item entered by the Customer in the myTax Assistant is not reported/processed in the forms and/or appendices generated.

7.2. The Customer is informed that Spuerkeess, VIREO and the Authorities decline all liability in relation to the functioning or the calculations relating to the forms, or the instructions and information contained therein.

7.3. Spuerkeess also states that the automatic pre-filling of data in the myTax questionnaire does not fully cover the situations of Customers with multiple roots (other than the joint regimes available in S-Net) or "discretionary management" customers. Only the Customer's account data linked to his personal S-Net agreement are taken into consideration. Where applicable, the Customer must therefore complete the myTax questionnaire using data from other accounts held with Spuerkeess.

7.4. Spuerkeess declines all liability in the event that the Customer fails to enter information (intentionally or unintentionally). In addition, Spuerkeess shall not accept liability if any information entered is not reported on the forms and/or appendices that may affect the tax position, as the Customer is responsible for verifying the information

reported on the forms and/or appendices that are generated.

7.5. In addition, in the event of a discrepancy between the data included in the forms generated by the myTax Assistant and the information contained in any documents and/or certificates (including account statements) issued by Spuerkeess, the latter shall take precedence.

7.6. The functionalities of the myTax Assistant and the documents generated thereby comply with applicable Luxembourg laws.

7.7. The myTax Assistant is not intended to replace the Customer's assessment or judgement. Under no circumstances may Spuerkeess and/or VIREO be held liable for the consequences, of any kind whatsoever, associated with any documents generated by the myTax Assistant based on the information provided by the Customer.

7.8. More specifically, in relation to the myTax Assistant, the results of the final calculations provide as accurate a view as possible of the tax calculation. It goes without saying that these calculations and any tax situation are established subject to their acceptance by the Authorities.

7.9. Spuerkeess reiterates that the Authorities retain the power to interpret the returns, as well as the statements and appendices submitted to them and is unable to guarantee that the Authorities' interpretation will produce results that are identical to the tax report.

7.10. Spuerkeess and VIREO may not under any circumstances be held liable in the event of an error by the Authorities or the adoption of a different interpretation or the adoption of new case law by the Authorities that would produce a result different from that shown by the myTax Assistant.

8. Confidentiality and personal data protection

8.1. Spuerkeess undertakes to treat the information concerning the Customer with the strictest confidentiality over the entire period in which the data collected via the myTax questionnaire is stored, including personal data and other confidential data (hereinafter collectively "**Confidential Data**").

8.2. In particular, concerning the processing of Confidential Data, Spuerkeess undertakes:

- to ensure that sub-contractors (such as IT service providers or independent tax experts) with which it may collaborate comply with the same confidentiality obligations,
- not to use the Confidential Data for any purpose other than the performance hereof without the prior consent of the Customer.

8.3. In all cases, Spuerkeess undertakes to process and record access to personal data in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

8.4. The Customer has a right of access to and rectification of his data by sending his request via a secure message in S-net, e-mail or letter to the following address:

Banque et Caisse d'Épargne de l'État, Luxembourg
Data Protection Officer
1, place de Metz
L-2954 Luxembourg
e-mail: dpo@spuerkeess.lu

8.5. Different retention periods for the Confidential Data collected throughout the myTax questionnaire have been defined, beyond which they shall be permanently destroyed:

- Firstly, for any Customer who does not complete a session, i.e. who has not paid for the Service and/or has not reached the final stage of the tax report for a specific tax year (in the event that the Service is provided free of charge), these data will be physically destroyed eighteen (18) months after the session was launched.
- Secondly, for any Customer who completes a session, i.e. who has reached the final stage of the tax report for a specific tax year, this data will be retained for a period of ten (10) years after the session in question is completed so that evidence of the data that generated any returns and appendices is able to be produced.

8.6. If the Customer uses the tax safe deposit box service to store documents, Spuerkeess informs the Customer that the documents in question will be retained for a maximum of twelve (12) months after termination of his S-Net agreement and/or in the event that his business relationship with Spuerkeess is terminated.

The Customer is advised to download all his documents via the export function available in the tax safe deposit box before the actual closure of his S-Net agreement.

After the period defined above, any documents in the tax safe deposit box will be physically destroyed.

8.7. The Customer is informed that Spuerkeess will be able to access the Customer's Confidential Data within the myTax Assistant solely for the purpose of properly providing the Service, namely:

- for assistance, help desk and support purposes;
- for the purposes of checking the technical, tax and legal results provided by the system where there is a suspected anomaly, in order to ensure the quality of the Service;
- for anonymised statistical purposes.

9. Access & use of data by third parties

9.1. Spuerkeess may allow authorised third parties, in particular VIREO and IT service providers to access the Confidential Data, provided that such access is essential for the implementation of the Service and/or the maintenance of the myTax Assistant.

9.2. No Confidential Data shall be disclosed to unauthorised third parties for commercial purposes or for a purpose that is not authorised under this Agreement.

9.3. Furthermore, the Customer's explicit consent will be requested, upon acceptance of these Conditions of Use myTax, so that this data may be made available to Spuerkeess for purposes other than those in connection with the Services that are offered, in particular:

- the use of data as part of the provision of new digitised flows to simplify the Customer's procedures for obtaining a product and/or service;
- direct marketing purposes with a view to offering products aimed at optimising the Customer's tax liability (excluding the tax report generated by the myTax Assistant).

Where applicable, this consent may be revoked at any time by the Customer in the "Data Processing" section of the S-Net settings.

10. Acceptance of the Conditions of Use myTax and changes

10.1. These Conditions of Use myTax apply to the use of the Service on S-Net. By using the Service, the Customer confirms that he has read and accepted these Conditions of Use myTax.

10.2. In the event of any change to these Conditions of Use, Spuerkeess will notify the Customer of such change (1) one month prior to its entry into force by any appropriate means of communication. The change shall be considered to have been approved by the Customer if he does not inform the Bank of any objection in writing before the proposed date of entry into force.

11. Governing law, jurisdiction and place of performance

11.1. The Service and the Conditions of Use are subject to Luxembourg law and the Luxembourg courts have sole jurisdiction to hear disputes regarding their application, interpretation or performance.

11.2. Spuerkeess may, however, bring the dispute before any other jurisdiction which, in the absence of the foregoing choice of jurisdiction, would normally have jurisdiction over the Customer.