

## MYBSI – TERMS AND CONDITIONS

### 1. Description of the software and its features

MyBSI is a mobile application ("app" or "software"), made by Mr APPs srl and provided by BSI S.p.A, which allows to use of a number of services through your smartphone easily, quickly and safely. As you can see from the app and in this T&C document, some tools require the user registration and the communication of some data. MyBSI offers the following tools:

Receiving the notifications from BSI and the possibility to save them;

Receiving pieces of information and news and the possibility to save them;

Receiving and management of authorization request forwarded by BSI related to transactions instructed by the customer;

Set up of the 3DS service linked to credit cards and top-up cards.

### 2. Limited Licensed use

BSI S.p.A. provides MyBSI for free, it is the usable version and its conditions, tools and limits are indicated these Terms and Conditions. All the rights of MyBSI are reserved and they belong to BSI S.p.a. BSI S.p.a has the right to revoke the limited licensed use at any moment.

### 3. Restrictions of the licensed use

The user must not execute any action through the App which is not allowed and authorized by BSI Spa, nor it can use it for purposes forbidden by the regulation of BSI. In particular the user cannot delegate thirs subjects: to sell, to use, to rent, to use for other purposes the software or the rights and obligations indicated in this Terms and conditions document;

to decompile, to disassemble, to decodificate or deconstruct through reverse engineering actions the software, fully or partially. It is forbidden also any attempt to discover the source code and it is not authorized any action aimed at violating the copyrights laws;

to remove or cancel the copyrights banners or similar symbols referred to the software or any software made by third parties.

To modify or adapt the software, to include it in another program or to create derived products;

to copy or distribute the software; to change, to modify, to link, to improve or to use it not properly as per istructions indicated in these Terms and Conditions; to sell the software;

to use this License not properly with this exception of the use allowed by this Contract; all the potential transfers or sale will be considered null and void.

### 4. Intellectual and industrial property

The user license of these Terms and Conditions do not represent the sell or the right to use of MyBSI. BSI S.p.A. owns all the rights and property of the software and this includes also the intellectual and industrial property. The user do not acquire any right for source code or executing code (this information cannot be known by the user in any case and is represents an industrial secret owned by BSI S.p.A.) nor the algorithm, the techniques and the procedures included in the program and its documentation are reserved pieces of information owned by BSI S.p.A. which also has the exclusive rights (with the exception of other cases clearly specified). The software is protected by the current laws of intellectual property.

The trademarks and symbols referred to "MyBSI" and "BSI" shown on the App are owned exclusively by BSI S.p.A. for what concern the design, the font and the name.

All the other names of companies, products, trademarks or logos potentially used belong to their respective owners.

All those specific elements of MyBSI are logos, registered trademarks etc and they are owned by BSI S.p.A. and every use, copy, imitation or modification is strictly forbidden.

## **5. Download di MyBSI**

MyBSI can be installed on mobile devices equipped with an iOS or Android operating system, by downloading from the official market (Apple App Store or Google play) . The security and protection measures of the device must be respected, moreover the firmware of the device must be respected as well (for example, by means of the cd jailbreak of iOS devices). No other installation method is allowed or authorized by BSI S.p.A.

## **6. User registration**

All functions require user registration (also defined as user account creation) to be enabled and therefore usable. The registration procedure is carried out in a few steps, in which the user is guided by the software instructions (see below):

The user enters the unique login code to the service, issued upon request by BSI SpA.T

he user enters the mobile phone number and email address, which are verified by sending an OTP code that the user must re-enter for validation.

Once the above verification has been done, the user must choose a PIN code, with a minimum length of five (5) digits.

At the end of the registration the user will be able to view the functions made available in the App.

Registration does not grant any rights or faculties to the user, except as explicitly provided for in these Terms and Conditions.

## **7. PIN code**

The PIN code can be changed by the user at any time. For security reasons, the user undertakes to choose a random PIN (not too personal). The user undertakes to keep the chosen PIN secret; do not store it anywhere, do not communicate it to other people, including BSI S.p.A help desk: BSI S.p.A. never ask for it. The user acknowledges that BSI S.p.A. will not be able to trace that specific PIN and it will only be possible to reset it by following the procedure indicated in the software.

## **8. Facial recognition and digital fingerprint**

The user can avoid entering his PIN code by associating it with the fingerprint recognition functions (called Fingerprint) or facial recognition (called Face ID) if these functions are supported by your device. The association can be deactivated by the user at any time, using the specific function in the service menu.

## **9. Electronic payments**

MyBSI can be used to make electronic payments. The user knows that in order to carry out these operations it will be necessary to use the PIN code chosen by the user himself or the fingerprint or facial recognition if activated.

For any electronic payment or mobile commerce transaction the contractual conditions are defined by that specific seller or service provider; the compliance with current legislation of the products sold and the services offered is the sole responsibility of the seller or supplier, as well as the fulfillment of any legal obligations and the provision of all the guarantees under the law. MyBSI has no power or faculty regarding any transaction or other operation that may be carried out, nor is it liable or engaged.

## **10. Login to Web Banking services**

MyBSI can be used to perform the function of login and authorization of web banking services. The user acknowledges that in order to carry out these operations it will be necessary to use the PIN code chosen by the user himself or the fingerprint or facial recognition if activated.

## **11. User obligations**

The user undertakes to use the App personally, for legitimate purposes, not to communicate the PIN chosen by the user to third parties and not to store said PIN. The user undertakes to communicate exclusively his personal contacts (for example, mobile number, email address) and not to use the service on behalf of third parties. The user undertakes to provide true, accurate and complete information, and to keep it updated.

## **12. Lost smartphone – service block**

In the event of loss or theft of your smartphone, as well as any problems that may compromise its security, the user undertakes to immediately contact BSI S.p.A. during the opening hours. Blocking MyBSI or its PIN does not affect the payment instruments nor prevents any further use other than that made within the scope of MyBSI and its functions, therefore the user must immediately request the blocking of each payment card or any other instrument based on the provisions of the relative contract.

### **13. Blocking the service upon customer request**

The user can ask BSI S.p.A. to suspend the MyBSI service by contacting BSI S.p.A. during the opening hours to the public and requesting the blocking of the service.

The user acknowledges that disabling the PIN does not block the payment instruments (for example, credit card used) nor prevents any use other than that carried out in the context of MyBSI and its functions: disabling the PIN takes effect only on MyBSI.

### **14. Contract termination and account cancellation**

Each party can terminate the contract without notice and with immediate effect.

The user can request the cancellation of his account by contacting BSI S.p.A. during the opening hours to the public. Upon cancellation of the account, all data that must not be kept in compliance with the provisions of current legislation will be deleted or made anonymous.

### **15. Suspension and termination**

BSI S.p.A. has the right to suspend the services, in whole or in part, as well as not to further distribute MyBSI, even without notice; also reserves the right to terminate the contract at any time. In any case, BSI S.p.A. has the right to suspend the provision of services, in whole or in part, for security reasons.

### **16. Free of charge PlainPay – potential additional costs**

MyBSI is a free of charge software. The use of the software may require an Internet connection; for any costs relating to this connection, the user must refer to the mobile network operator.

Any additional costs could be charged by BSI S.p.A. if the user carries out banking operations (for example, a payment); the user must always refer to the existing contract relating to the instrument used.

### **17. Lack of guarantee**

The software is provided a standard product and the customer assume all responsibility and risk for the quality and performance of the software product. BSI S.p.A. denies any other warranty, explicit or implicit, up to the maximum permitted by applicable laws, including, but not limited to, the implicit warranties of non-infringement and fitness for a particular purpose. BSI S.p.A. does not guarantee that the functions contained in the software meet the user's needs, are always working good or error-free, nor that the user has continuous and uninterrupted access to MyBSI and the related services. In any case, BSI S.p.A. does not respond, nor is it responsible, for damage attributable to acts of third parties, force majeure, breakdowns of equipment and / or telecommunications networks, fires, explosions, riots and popular riots, acts of terrorism, strikes, floods, earthquakes, natural disasters and / or other events that could prevent or limit the use of MyBSI.

## **18. Third parties services**

BSI S.p.A. has no control over products and services used or paid for/through MyBSI and cannot guarantee anything in relation to them. In particular, for any transaction executed via MyBSI, the contractual conditions over the payment instrument used for this purpose or the bank account.

## **19. Limitation of responsibility**

In no case BSI S.p.A. may be held responsible for any damage done by the user, who will have to make potential complaints and disputes on the basis of the contractual conditions relating to the individual payment instruments.

## **20. Modification of the conditions and tools of MyBSI**

The user agrees and acknowledges that MyBSI and the services provided are in constant evolution, so these Terms, software features and service features may change at any time without notice.

## **21. Other conditions**

The user acknowledges that these Terms and, in any case, the use of MyBSI do not invalidate or modify the contractual and economic conditions for the use of payment instruments and smartphones.

## **22. Contact and communications**

The APP is created by BSI S.p.a., con sede in San Marino, Via Monaldo da Falciano, 3 – 47891 – Rovereta.

Communications must be forwarded to BSI S.p.A. via email, to this address **mybsi@bsi.sm**.

## **23. Applicable law**

The APP is intended to be used in San Marino and in Italy, regardless of the mobile number used. The user acknowledges and accepts that the applicable law is exclusively that of San Marino.