

# General conditions for the Telelink@Isabel Services

Version October 15<sup>th</sup>, 2018

## 1. General provisions

### 1.1. Purpose of the General Conditions

The purpose of these Telelink@Isabel General Terms and Conditions (hereafter the "General Conditions") is to describe the electronic services offered by ING under the name "Telelink@Isabel" and to determine the rights and duties of the Client, the User and ING with regard to the provision by ING of the Telelink@Isabel services in favour of the Client, as well as the access to such services and their use.

### 1.2. Definitions

The following terminology is used and applies for the purpose of these General Conditions and the documents to which they refer, subject to another terminology in the latter. The terms may be used indiscriminately in the plural or in the singular.

The Agreement: all the provisions which determine the rights and obligations of the Client and ING in connection with the use of the Telelink@Isabel services, as listed in point 3.1 below.

The Client: the individual or legal entity in whose name and behalf of whom the Agreement is concluded and who is the holder or joint holder of the account(s) opened with ING and, where appropriate, other banks of the ING Group in Europe designated in the Telelink@Isabel Contract as these accounts are, in accordance with the provisions of the Agreement concluded, accessible and can be managed via the Telelink@Isabel services. The services offered by ING under this Agreement are reserved for Clients performing a commercial, professional or skilled trade activity and may only be used in connection with such activity.

ING: ING Belgium SA/nv, 24, Avenue Marnix, 1000 Brussels, Brussels Trade Register (RPM/RPR), VAT BE 0403 200 393, acting in its own name and on its own behalf and in the name, and on its own behalf, of the other banks of ING Group in Europe.

In the context of the provision by the latter of the Isabel means of access and signing, ING

Belgium is appointed by Isabel as registration authority.

The other banks of the Group ING in Europe: the companies of the Group, with the exception of ING, which provide banking, financial and/or insurance services, which are established in a Member State of the European Union and whose services and products are available via the Telelink@Isabel services.

An updated list of the ING Group companies in Belgium is available on the ING website ([www.ing.be](http://www.ing.be)). An updated list of the ING Group companies based in a Member State of the European Union can be obtained upon request to be sent to ING.

The Parties: ING and the Client as well as, where appropriate, the other banks of the Group ING in Europe.

The User: the individual (s) designated and authorised by the Client, in accordance with the provisions of point 4 below, to use the Telelink@Isabel services according to the conditions laid down by this Agreement. If the Client is a private individual, he/she is also a User.

Isabel: Isabel SA/NV, Boulevard de l'Impératrice 13-15, 1000 Brussels, Brussels Trade Register (RPM/RPR), VAT BE 0455.530.509.

Isabel is a third company, acting as an Internet service provider, certifying authority and issuer of means of access and signing, which the Parties call on for secured electronic data transmission.

The Telelink@Isabel services: all the services offered by ING under the name Telelink@Isabel and described in point 2 of these General Conditions.

Order: any instruction submitted via the Telelink@Isabel services in the name and on behalf of the Client requesting the execution of a Transaction concerning a Payment Transaction or other banking transaction and/or any request for the conclusion (subject to acceptance by ING or another bank of the ING Group in Europe concerned and to mutual agreement) or any acceptance of a banking

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service or product agreement signed in the name and on behalf of the Client;

Payment Order: any instruction submitted through the Telelink@Isabel services, in the name and on behalf of the Client, requesting the execution of a Payment Transaction.

Transaction: any transaction, whether a Payment Transaction or any other banking transaction or any banking service or product agreement which may be the subject of an Order via the Telelink@Isabel services.

Payment Transaction: an action consisting in transferring funds, irrespective of any underlying obligations between the payer and the payee of the Payment Order.

Durable Medium: any instrument which enables the Client or the User to store information addressed to him/her personally in a way easily accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored, such as DVD-ROMs, CD-ROMs, hard disks on personal computers on which electronic mail can be stored, etc.

Unique Identifier: the combination of letters, numbers or symbols used by the Client or the User to identify unambiguously the account used and/or payee of a Payment Transaction.

To the exclusion of any other element, the Unique Identifier consists of:

- the BBAN (Belgian Bank Account Number of 12 digits and with a 3-7-2 structure);
- the IBAN (International Bank Account Number, consisting of a maximum of 34 alphanumerical characters and a set length in each country; it includes a country code (2 letters, a check digit (2 numbers) and a national bank account number).

For certain Payment Transactions, the BBAN or IBAN must – where appropriate – be completed by the BIC (Bank Identifier Code, an international code which allows the unique identification of each bank; it designates the bank of the payee; it consists of 8 or 11 alphanumerical characters and includes a

bank code (4 characters), a country code (2 letters), a place code (2 characters), and for completeness's sake, for some banks, a branch code (3 characters)). Where the BIC is required, it is part of the Unique Identifier.

Conversely, neither the name of the payer or the payee of the Payment Order, nor their addresses, are part of the Unique Identifier even when such information is required, in particular for control purposes pursuant to public order national or international legal provisions.

Technical Documentation on the use of the Telelink@Isabel services: any user manual of the Telelink@Isabel services and other technical documentation relating to the use of such services and concerning, in particular, communication and electronic signature procedures.

### **2. Purpose of the Telelink@Isabel services**

2.1. The Telelink@Isabel services enable the User, in accordance with the possibilities offered by ING, to obtain general or personal banking information (in particular account information) via the User's IT system from ING or the other banks of the ING Group in Europe, as well as to send orders relating to Payment Transactions or any other banking operation to ING or the other banks of the ING Group in Europe.

According to the possibilities offered by ING, the Client - if a User - and/or Users who can represent him/her can, also conclude or ask, subject to acceptance by ING or another bank of the relevant ING Group in Europe and to mutual agreement, to conclude agreements relating to banking products or services from ING or other banks of the Group ING in Europe.

According to the possibilities offered by ING, the User can receive information and carry out Transactions with regard to any account of which the Client is the holder or joint holder, open with ING and other banks of the Group ING in Europe. Similarly, the User can also receive information relating to all the accounts the Client is authorised to consult.

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The Telelink@Isabel services are available in Dutch, French, German and English.

2.2. The Transactions available via the Telelink@Isabel services are only intended for Belgian residents, unless expressly stipulated or agreed otherwise. They are supplied either by ING, in which case it is the "vendor", or by a third company (in particular, another bank of ING Group in Europe), in which case the third company is designated, in the Telelink@Isabel services, as the "vendor" with regard to the Transactions offered and ING is simply acting as an intermediary in the name and on behalf of the company concerned.

2.3. The Telelink@Isabel services are IT services available by means of electronic data transmission between ING and the User.

The Telelink@Isabel services are provided by ING through its IT systems (in particular its software, servers and network) and intended for any User with an IT system, laptop or desktop, equipped with a terminal (hereafter "the IT system" for the purposes of this Agreement) making it possible to use ING's IT systems. Users must ensure that their IT system complies with the specifications stipulated in the Technical Documentation on the use of the Telelink@Isabel services.

The Telelink@Isabel services are provided by ING through IT programmes (hereafter the "Telelink@Isabel Software") and a database (hereafter the "Telelink@Isabel Database").

The Telelink@Isabel services include services provided online (hereafter "the Telelink@Isabel Online services") and services provided when the User's IT system is not connected directly to ING's IT systems (hereafter "the Telelink@Isabel Offline services").

To use the Telelink@Isabel Online services, the User establishes a connection between his/her IT system and ING's IT systems through an electronic communications network, whether a telecommunications network, public or other, and/or a broadcasting network, in accordance with the specifications laid down by ING in the Technical Documentation on the use of the Telelink@Isabel services and by the provider(s) of the electronic communications network concerned.

The Telelink@Isabel services are also provided through Isabel's IT systems (particularly its software, servers and network). The User must have access to an IT system enabling Isabel's IT systems to be used and ensure that such computer complies with the specifications laid down by Isabel.

To access and use the Telelink@Isabel services, Users must use the means of access and signing provided by Isabel as defined in Article 5 of these General Conditions.

To use the Telelink@Isabel Online services, the User must also establish a connection between his/her computer and Isabel's IT systems through an electronic communications network, whether a telecommunications network, public or other, and/or a broadcasting network, in accordance with the instructions stipulated by Isabel and communicated by the provider(s) of the electronic communications network concerned.

### **3. Legal framework applicable to the Telelink@Isabel services**

#### **3.1 Documentation comprising the Telelink@Isabel Agreement**

##### *3.1.1. List of documents comprising the Agreement*

3.1.1.1. The Agreement includes the following documents:

- where appropriate, the amendment notices referred to in point 3.1.2;
- the Telelink@Isabel Contract and, where appropriate, its annexes (the general electronic management powers, the management powers for specific electronic transactions and/or authorisations) signed in the name and on behalf of the Client (hereafter the "Telelink@Isabel Contract"),
- the Powers of Attorney documents for general and specific Transactions and/or the authorisations signed for and on behalf of the Client (hereafter "Powers of Attorney" documents);
- these Telelink@Isabel services General Conditions and, where appropriate, the annexes thereto;

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- the prices applicable for the Telelink@Isabel services;
- Technical Documentation on the use of the Telelink@Isabel services:

For the application of this Agreement the order of priority of the documents making up the Agreement is governed according to the descending order laid down above, unless certain provisions of the Agreement expressly provide otherwise.

The Agreement represents all of the agreements entered into between the parties and replaces all previous agreements (verbal or written) relating to the subject of the Agreement.

However, unless this Agreement expressly provides otherwise, the contractual provisions relating to the electronic services of ING or the other concerned banks of the ING Group in Europe and those relating to the products and services available via the Telelink@Isabel services and, in particular, Transactions available via these services apply in full to the Telelink@Isabel services, be they agreed or to be agreed between the Client and ING or the other banks of the ING Group in Europe, in particular but without limitation, in relation to ING, ING's General Regulations and the Special Regulations for Payment Transactions of ING<sup>1</sup>,

3.1.1.2. The Client and the User both acknowledge that before the Telelink@Isabel Contract was entered into, they received all the documents making up the Agreement from ING, as well as all the information they might reasonably expect, in particular on the features and functionalities of Telelink@Isabel services, in order to check the latter's compliance with their requirements. Consequently, by signing the Telelink@Isabel Contract, they exempt ING from any liability in this respect and acknowledge that the Telelink@Isabel services meet their requirements.

The documents referred to in this clause 3.1.1.2 are also available from ING branches.

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<sup>1</sup> In particular, the rules regarding execution times and cut-off times applicable to Payment Transactions covered by the Special Regulations.

### *3.1.2. Changes to the contractual framework on ING's initiative.*

The Parties agree that this Agreement (in particular, although without the following list being restrictive, the prices and the ceiling for Orders), as well as the contents of, and the means of access, using and signing for the Telelink@Isabel services, may be amended unilaterally by ING, through the procedure described below.

ING must inform the Client individually of any amendment it wishes to make to this Agreement by means of change notices sent in writing or on a Durable medium, electronic or otherwise, provided to the Client and to which he/she has access, in particular but not limited to, messages enclosed with the Client's account statements, e-mail sent to the Client's Isabel Mailbox or messages displayed via Telelink@Isabel Online.

Such notification must take place at least two months before the amendment in question is implemented.

The Client can refuse to accept such amendment and, in that case, exercise, before the implementation date of the proposed amendments and in accordance with point 18.2. of these General Conditions, his/her right to terminate the Agreement with immediate effect, without charges and without justification.

If the Client does not exercise his/her right to terminate the Telelink@Isabel services in accordance with point 18.2. of these General Conditions within two months of the notification stipulated above, the Client is considered to have tacitly accepted the proposed amendments.

### **3.2. Application of the Agreement**

The application of the provisions of the Agreement does not prejudice any order public order or mandatory, legal or statutory provisions.

If a provision or part of a provision of the Agreement is rendered void, the validity, scope and binding nature of the remaining

provisions of this Agreement shall not be affected.

### **3.3. Applicable legislation and competent courts**

The conclusion, application, interpretation and execution of the Agreement are governed exclusively by Belgian law.

Subject to mandatory or public order legal or statutory provisions, setting the rules for allocating competence, ING, whether it is the plaintiff or defendant, is authorised to take or have taken any dispute relating to this Agreement and/or the services associated with it and/or the transactions referred to by this Agreement, before the courts and tribunals of Brussels or before those in the district where its registered office is established with which the business relationship with the Client is conducted directly or indirectly through the intermediary of a subsidiary or a branch.

## **4. Subscribing to the Telelink@Isabel services and Users of such services**

### **4.1. Subscribing to the Telelink@Isabel services.**

4.1.1. The Telelink@Isabel services are provided to ING Clients who wish to use these services for exclusively business purposes.

4.1.2. When the Client enters into the Telelink@Isabel Contract, he/she accept that all the accounts with ING and the other banks of the ING Group in Europe of which he/she is the holder or joint holder shall be accessible via the Telelink@Isabel services for all of the Transactions he/she is authorised to carry out in relation to the management of such accounts, unless he/she expressly requests ING to exclude one or more specific accounts from the scope of the Agreement, subject however to the possibilities offered by ING.

Subject to the possibilities offered by ING, the Client accepts that all his/her representatives and agents referred to as such in the "Powers of Attorney" documents for the account(s)

with ING and other banks of the ING Group in Europe of which he/she is the holder or joint holder shall be considered automatically as Users of the Telelink@Isabel services.

The powers and any specific limits to such powers, expressed in terms of maximum authorised transaction amount, number of signatures required and/or types of Transactions authorised, indicated on the "Powers of Attorney" documents for the account(s) of which the Client is the holder or joint holder, as well as any changes made subsequently to such powers and limits, apply to Transactions submitted via the Telelink@Isabel services.

However, by completing the various power of attorney forms mentioned in clause 3.1.1.1. that ING makes available in annex to the Telelink@Isabel Contract, the Client can grant powers of attorney with a view to the fulfilment of electronic Transactions via the Telelink@Isabel services. The Client may therefore either add new representatives or agents not appointed as such in the "Power of Attorney" documents of the account(s) of which the Client is holder or joint holder as Users of the Telelink@Isabel services, or increase the authority or reduce the limits in comparison with the authorities or limits stated in the aforesaid documents. Unless provided for otherwise in the different authorisation forms in annex to the Telelink@Isabel Agreement, the authority and limits indicated in the "Power of Attorney" documents of the Account(s) of which the Client is holder or joint holder remain unchanged in respect of the Transactions outside the scope of this Agreement. Unless expressly provided for to the contrary in the various authority forms in annex to the Telelink@Isabel Agreement, the authority and limits indicated in the "Power of Attorney" documents for the Account(s) of which the Client is holder or joint holder prevail over the authority and limits granted in the authority forms in annex to the Telelink@Isabel Agreement if the resulting authority proves less extensive than that resulting from the "Power of Attorney" documents of the Account(s) of which the Client is holder or joint holder.

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The "Power of Attorney" documents for the account(s) of which the Client is the holder or joint holder can, in particular in relation to the designation of the mandates, authority and the limits thereto, in the context of Transactions submitted via the Telelink@Isabel services, be changed at the Client's request in accordance, with respect to ING, with the provisions of ING's General Regulations or, with respect to the other banks of the ING Group in Europe, with the provisions of their relevant regulations.

Without prejudice to specific provisions in this Agreement providing otherwise (in particular point 4.2.2.), ING shall, for the performance of this Agreement, take the "Power of Attorney" forms completed by the Client and/or the Client's change request for the "Power of Attorney" documents into account from the seventh bank business day at the latest after it has received them or from the 30<sup>th</sup> bank business day at the latest after they have been received by another bank of the ING Group in Europe. However, ING shall endeavour to implement it before such time if it is able to do so.

The provisions of this point 4.1.2. do not prejudice the setting of specific ceilings for Transactions submitted via the Telelink@Isabel services in accordance with point 9 of these General Conditions.

4.1.3. For the purpose of ensuring the security of electronic transmissions, the Parties agree to use the services provided by Isabel under the name "Isabel Business Suite".

When he/she requests access to the Telelink@Isabel services, the Client must first sign a contract with Isabel for the provision of Isabel's means of access and signing and the supply of the services offered by Isabel known as the "Isabel Business Suite" (hereafter the "Isabel Contract"). By signing this Isabel Contract, the Client agrees to the choice of Isabel as the provider of these services, and to the provision of the services offered by Isabel known as the "Isabel Business Suite" and the supply of Isabel's means of access and signing.

In the event of a discrepancy between the provisions of this Telelink@Isabel Agreement and those of the Isabel Contract, the provisions of the latter prevail over those of the former.

4.1.4. In the context of the Telelink@Isabel services and subject to the possibilities offered by ING, the Client agrees to receiving, in his/her Isabel Mailbox(es), all information relating to the accounts opened with ING and other banks of the ING Group in Europe of which he/she is the holder or joint holder and to the accounts which the Client is authorised to consult. In addition the Client expressly accepts that all the people appointed as Users in the Isabel Contract may consult such information.

### **4.2. Users of the Telelink@Isabel services**

4.2.1. Subject to the possibilities offered by ING, the Client agrees for him/herself, if a User, and each User appointed by him/her in accordance with point 4.1. above being able to consult the Telelink@Isabel services, including all information relating to the accounts open at ING and other banks of the ING Group in Europe for which the client is the holder or co-holder or for which the Client is entitled to receive information.

Subject to the same reserve, the Client, if he/she is a User, and the Users provided they are duly mandated in accordance with point 4.1 of the General Conditions, may also, within the limits of their powers and with their electronic signature enter and/or submit orders for and on behalf of the Client requesting the execution of a Payment Transaction or any other banking transaction.

Subject to the possibilities offered by ING, the Client, if he/she is a User, and/or the Users who may act as his/her representatives, can also, using their electronic signature, conclude or request (subject to acceptance by ING or another bank of the ING Group in Europe concerned and to mutual agreement) to conclude banking contracts, in accordance with their powers and within the limits of such powers, as defined in point 4.1 above..

4.2.2. To revoke the powers granted to Users, the Client must use the revocation procedure laid down, with respect to ING, in ING's General Regulations or, with respect to the other banks of ING Group in Europe, in the applicable regulations.

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To block the Isabel means of access and signing, the Client must follow the procedures for blocking means of access and signing described in the provisions of the Isabel Contract, in accordance with point 6.3 of these General Conditions. However, agents appointed as such in the "Power of Attorney" documents, and with the exception of duly authorised representatives and agents, can only block their own means of access and signing.

4.2.3. The Client undertakes to inform all Users of their obligations in the context of the Agreement and, in particular, of the conditions for accessing, using and signing for the Telelink@Isabel services. The Client is liable for his/her Users complying with such obligations and conditions and for all consequences arising from any shortcoming by his/her Users.

### **5. Access and use of the Telelink@Isabel services**

5.1. The means of access and signing required by the User to access and use the Telelink@Isabel services, including those needed to affix his/her electronic signature, are those issued and provided by Isabel.

The Telelink@Isabel services can only be accessed by the User after he/she has been identified via the means of access provided to him/her by Isabel (i.e. a smart card and a smart card reader) and those chosen by the User him/herself according to the possibilities offered by Isabel (i.e. a password and/or any other confidential identification code known only to the User).

By signing the "Power of Attorney" documents and the Isabel Contract, the Client and the Users agree to the supply of the Isabel means of access and signing.

The Isabel means of access and signing are provided, through Isabel, or if appropriate, through ING, to the User for personal use. In accordance with the Isabel Contract, the Client must ensure that the certification procedure established by Isabel is carried out.

5.2. Some means of access and signing of Isabel are sent by mail to the User concerned, others being communicated via the Isabel website. Subject to acceptance by ING, they can also be delivered to the concerned User or his/her agent via ING branches or another bank of the ING Group in Europe concerned in accordance with the possibilities offered by ING or other concerned bank of the ING Group in Europe.

5.3. The means of access and signing are posted to the home address of the User concerned. Nonetheless Isabel, or if appropriate, ING reserves the right to refuse to post the means of access and signing and to insist on providing them at the counters of its ING branches.

Conversely, Isabel, or if appropriate, ING also reserves the right to refuse to provide the means of access and signing at the counters of its ING branches and to insist on posting them.

The means of access and signing posted to the User concerned are, at the discretion of Isabel, or if appropriate, ING and taking account of security requirements, sent by ordinary mail or recorded delivery with acknowledgement of receipt. All the costs of sending the means of access and signing are borne by the Client.

5.4. Once the User has received the means of access and signing, the User is liable for any direct and indirect consequences resulting from the use of the means of access and signing by him/herself or by a third party, in accordance with the provisions of this Agreement and the Isabel Contract.

Until such time, in accordance with the Isabel Contract, Isabel is liable for the risks of sending the User the means of access and signing.

The proof of sending and receiving the means of access and signing are the responsibility of Isabel, however the User has the right to prove the contrary by any legal means.

5.5. Without prejudice to the provisions of these points 5. and 8. of these General Conditions, the Client accepts that the

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entering and validation by someone, with a view to accessing the Telelink@Isabel services, of the single-use password generated by the smart card of the User with the smart card reader after entering the PIN chosen by the User on the latter and linked to his/her smart card constitute valid and sufficient proof of the identity of such person as a User of the Telelink@Isabel services who is the holder of the card provided such means of access have been authenticated by Isabel's IT systems and more specifically recognised by them as originating from the User and provided his/her certificate is valid and has not been revoked nor expired.

### **6. Obligations of the Client and the User with regard to security**

6.1. The Client is liable for the proper use of the Telelink@Isabel services by all Users, in accordance with the provisions for access and use of the Telelink@Isabel services stipulated in the Agreement.

The Client and the Users must take all reasonable precautionary measures to ensure the security of access to their operating stations and their IT systems from which the Telelink@Isabel services can be accessed.

6.2. The User is obliged to save and use his/her Isabel means of access and signing in accordance with the provisions of this Agreement and the Isabel Contract, which come into effect upon the issuing or use of said services, within the limits of use agreed upon with ING and the other banks of the ING Group in Europe.

The User undertakes to respect the cautionary advice communicated to him/her by ING or Isabel, in particular via their websites.

The User takes all reasonable precautions to ensure that his/her means of access and signing are secure in accordance with the Isabel Contract. The means of access and signing chosen by the User him/herself (such as a password, PIN and/or any other authentication code) are known only to the User and are confidential. The User alone is liable for their use and the preservation of their confidentiality, without prejudice to the

right of the User to use the services of a payment initiation or account information service provider who is duly authorised to carry out activity. The User undertakes not to communicate his/her Isabel means of access and signing to a unauthorised third party (including, but not limited to, his/her spouse, a family member and/or a friend) under any circumstances and/or not to allow a unauthorised third party to obtain them.

When using the Telelink@Isabel services, the User undertakes to have recent antivirus software, a firewall, spyware and malware software, to have them permanently active and regularly updated.

Similarly, the User shall not communicate to a third party any confidential information on the security procedures applied.

6.3. In this way, the Client and/or the User undertake(s) to follow the procedures for blocking the means of access and signing described in the Isabel Contract, each time, and as soon as the security of such means of access and signing is at risk, whether for the reasons mentioned in point 6.4. or for any other reason mentioned in the Isabel Contract.

6.4. The Client and/or the User is/are obliged to immediately notify Card Stop (open 24 hours a day, 7 days a week) or the Isabel Help desk (during the opening hours mentioned in the Isabel Contract) as soon as he/she becomes aware of:

1° the loss, theft, misappropriation or any unauthorised use of his/her Isabel means of access and signing.

Within the meaning of these General Conditions, "loss" or "theft" means any involuntary dispossession of the Isabel means of access and signing. Within the meaning of these General Conditions, "misappropriation" or "unauthorised use" means any illegitimate or unauthorised use of the Isabel means of access and signing; or

2° any technical incident or any other failure associated with the use of his/her means of access and signing or which might jeopardise the security of these services.



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If the Client or the User asks for the means of access and signing to be blocked at an ING branch, ING shall endeavour to block such means as soon as possible. However, it shall only be obliged to carry out this blocking within a reasonable time after a written request or written confirmation of a verbal or telephone request is received. In any event, ING can only be held liable from the time it has confirmed the blocking to the Client or the User in writing.

6.5. Without prejudice to the special provisions applicable to Payment Transactions, in particular the provisions of the Special Regulations for Payment Transactions, neither the Client nor the User may revoke a Transaction which the User has submitted using his/her means of access or signing.

6.6. Using information which the Client receives, in accordance with point 7 of these General Conditions, with regard to the Transactions carried out in the connection with the Telelink@Isabel services (in particular, using account statements or breakdowns), the Client or the User is required to regularly, and at least once a month, verify the correct receipt, acceptance or not and possibly correct execution of Orders given via the Telelink@Isabel services using the User's means of access or signing. The Client or the User must also regularly and at least once a month verify the conformity of the entries booked in connection with the Telelink@Isabel services.

Moreover the Client or User is required to read regularly, and at least once a month, the messages provided by ING via Telelink@Isabel, in particular for the application of point 3.1.2.

The Client or the User is obliged to notify ING without delay or, if the relevant account(s) is (are) held at another bank of the ING Group in Europe, the bank at where the relevant account(s) is (are) held, once they are aware:

1° of any Transaction carried out without their agreement which appears on their bank or account statements or any other document on a Durable medium upon receipt, acceptance or execution of the Transactions

in accordance with point 7 of these General Conditions; or

2° of any error or irregularity noticed on their bank or account statements or any other document on a Durable Medium received following the receipt, acceptance or execution of their Transactions in accordance with point 7 of these General Conditions.

Such notification must be confirmed in writing to ING or, if the relevant Transaction relates to another bank of the ING Group in Europe, to the bank of the ING Group in Europe concerned by the Transaction. Any complaint relating to a Transaction – including Payment Transactions – carried out through the Telelink@Isabel services must be notified as soon as the Client or the User becomes aware of it, and whatever the case within two months from the provision, or in the absence of provision, from the supply of the information relating to such Transaction, whether by means of an account statement, a bank statement or any other document on a Durable Medium, whether electronic or otherwise, received following the receipt, acceptance or execution of such Transactions. After such deadline, the Transaction shall be deemed to be correct and exact and can no longer be disputed.

6.7. The smart cards and smart card readers provided to Users by Isabel remain the exclusive property of Isabel, unless provided for otherwise in the Isabel Agreement or expressly agreed between Isabel and the Client or User.

The User undertakes to return his/her smart card to ING at the first request of ING or Isabel, as well as in the event of ceasing to use this card following termination of this Agreement or revocation of the User's powers or for any other reason. When they are returned, ING shall provide the User with an acknowledgement of receipt.

### **7. ING's obligations as regards security**

At the least, ING ensures that the User is sent electronic confirmation of receipt of his/her Order requesting execution of a Payment Transaction or any other banking operation or

his/her application to conclude or accept a banking agreement via the Telelink@Isabel services. Depending on whether it is an Order or an application to conclude or accept a contract, ING, or the other bank of the ING Group in Europe at which the account concerned is held, shall also ensure that the User or Client is sent electronic or written confirmation that the Order has or has not been accepted and, if accepted, whether the Order has been carried out or not, or whether the contract has been concluded or the application to conclude a contract has been accepted or not.

Without prejudice to the previous provisions of this point 7, to enable the Client in particular to monitor his/her expenditure to a reasonable extent and, where appropriate, to provide notification in accordance with point 6.4. or 6.6, ING or the other bank of the ING Group where the account in question is held shall provide or make available to the Client or the User, periodically following the receipt or non-receipt, acceptance or not or execution or not of Orders relating to Transactions submitted in connection with the Telelink@Isabel services through the channel of the User's Isabel means of access or signing, information relating to such Payment Orders, whether through an account statement, a bank statement or any other document on a Durable Medium, electronic or otherwise.

## **8. Liabilities of the Parties**

### **8.1. General liability as regards the Telelink@Isabel services**

Without prejudice to the contrary provisions in this Agreement, ING, in accordance with its general duty of care, accepts liability for any gross negligence or intentional misconduct (with the exception of slight negligence) committed in carrying out its professional activities, either by it or by its employees.

Under no circumstances is ING liable for indirect loss, in particular, although not limited to, the loss of data, expected earnings, profit, opportunity, clients or savings, the cost of procuring an equivalent service or product or damage to reputation.

ING's total liability in the context of this Agreement is limited to EUR 25,000, regardless of the number of errors attributable to ING or the seriousness thereof.

ING exercises the utmost care in executing the Agreement properly. However, unless expressly provided otherwise in the Agreement, the obligations arising from the latter which are incumbent on ING are only best effort obligations.

8.1.2. The liability and/or guarantee of ING or the other banks of the ING Group in Europe as regards Transactions available via the Telelink@Isabel services are governed exclusively by the agreements and other contractual conditions entered into with the Client, in particular, but not limited to, the General Regulations of ING and the Special Regulations for Payment Transactions of ING, or with regard to the other banks of the ING Group in Europe, the latter's applicable regulations. These Transactions are proposed as such via the Telelink@Isabel services, without any guarantee or additional liability on the part of ING as a result of providing them via the Telelink@Isabel services, except for gross negligence or a deliberate transgression of duty on the part of ING or unless otherwise provided for in this Agreement.

8.1.3. ING is liable for any gross negligence or intentional misconduct on its part (with the exception of slight negligence) in the design of the Telelink@Isabel Software or the Telelink@Isabel Database provided it designed them, or in the choice of the Telelink@Isabel Software or Telelink@Isabel Database where they were developed by third parties. Such liability only covers direct loss which may be caused to the Client or the User's computer, telecommunications, broadcasting or any other equipment, software or configurations as a result of installing, accessing, downloading or using the Telelink@Isabel Software and the Telelink@Isabel Database provided by ING, or the impossibility to use them.

8.1.4. Except in the event of serious or deliberate error on its part, and unless this Agreement provides otherwise, ING cannot be held liable for direct and indirect loss caused

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to the Client, a User or a third party which might result from the use of the Telelink@Isabel services by the Client or a User in a way which does not comply with the conditions for access and use of the Telelink@Isabel services stipulated in this Agreement.

8.1.5. Prior to receipt of the notification referred to in point 6.4 of these General Conditions and unless ING has committed a gross serious or deliberate transgression of duty, the Client is liable for any direct or indirect loss which might result for him/her, for ING or for third parties, from any use, whether improper or otherwise, of the Telelink@Isabel services by third parties using the means of access and signing of a User, without prejudice to the right of the User to use the services of a payment initiation or account information service provider who is duly authorised to carry out activity.

Furthermore, the liability of both Isabel and the Client in the event of theft, loss, misappropriation or unauthorised use of the Isabel means of access and signing is governed by the provisions of the Isabel Contract.

As ING is not the issuer of the Isabel means of access and signing, it cannot incur liability for the prejudicial consequences resulting from the theft, loss, misappropriation or unauthorised use thereof, except in the event of gross negligence or intentional misconduct on its part.

8.1.6. Subject to gross negligence or intentional misconduct on its part, ING accepts no liability for direct or consequential loss suffered by the Client or a User through the use of devices, networks, terminals, equipment or configurations not approved by ING, in particular arising from faults, breakdowns or failures in electronic communications networks or from the poor functioning or poor configuration of devices, networks, terminals or IT, telecommunications or broadcasting equipment not approved by ING, including those provided by Isabel (particularly the Isabel means of access and signing and network) and those acquired from other third parties by the Client or the User,

either for payment or free of charge, to access and use the Telelink@Isabel services.

In particular, subject to the same reservation, ING shall not be liable:

- for the non-execution or incorrect execution, attributable to Isabel in the context of its activity of providing the means of access and signing or as a mere conduit for Transactions submitted using the Isabel means of access and signing, using devices, networks, terminals or equipment approved by Isabel, whether they are placed under its control or not.

- for Transactions carried out without the Client or the User's authorisation arising from an action or omission attributable to Isabel or any error or any irregularity in managing the Client's account attributable to Isabel in the context of its activity of providing the means of access and signing or as a mere conduit.

In both of these cases, Isabel's liability is incurred in accordance with the conditions laid down in the Isabel Contract and taking into account its capacity as a mere conduit and issuer of the means of access and signing.

Subject to gross negligence or intentional misconduct on its part, ING accepts no liability for direct or consequential loss suffered by the Client or to a User arising from:

- actions, omissions or services not approved by ING which are in any way attributable to third parties, including the Client or the User, particularly any addition to the Telelink@Isabel Software or changes to the latter not approved by ING carried out by the Client, the User or by third parties;
- legal or statutory obligations stipulated by domestic or statutory legislations;
- events beyond ING's control, such as actions by authorities, wars, riots, strikes, defaults by its own suppliers, damage resulting from fire or natural causes (such as flooding, storms and lightning) or any event of force majeure.

Consequently, in the context of the Telelink@Isabel services, ING cannot guarantee and provides no guarantee concerning:

- access, availability as well as the access and response times for the Telelink@Isabel

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services via devices, networks, terminals or equipment not approved by ING;

- the technical security and reliability of communications via devices, networks, terminals or equipment not approved by ING, in particular in the context of the Telelink@Isabel services, protection against viruses and other malware (e.g. spyware, etc.) despite the protective measures established by ING;

- protection and confidentiality of communications via devices, networks, terminals or equipment not approved by ING.

8.1.7. Unless otherwise provided in the Agreement, when ING has to call on third parties to carry out Orders, it undertakes to send them the Order as quickly as possible. ING cannot under any circumstances be held liable for the detrimental consequences of any negligence or error by the third parties in question.

ING cannot be held liable in the event of the sending or execution of the Client's Orders is delayed or hindered by circumstances beyond its control.

8.1.8. The Client and, where appropriate, each of the Users of the Telelink@Isabel services, are responsible for ensuring that their IT, telephone or other equipment, software and configurations are compatible for accessing, downloading, installing and using the Telelink@Isabel Software and the Telelink@Isabel database provided by ING.

8.1.9. ING gives a guarantee to the User that the Telelink@Isabel Software and Database are free of any known virus on the date of installation of Telelink@Isabel services.

### **8.2. Special liability rules with regard to Payment Transactions**

In derogation from points 5.4, 8.1.1 to 8.1.3 and 8.1.5 of these General Conditions, but without prejudice to the latter's other provisions describing the obligations and liabilities of the Parties, in particular points 5, 6 and 7 as well as points 8.1.4 and 8.1.6 to 8.1.9, the liability of the Parties in the event of non-execution or incorrect execution of a Payment Transaction or in the event of an unauthorised

Payment Transaction is determined in accordance with the following provisions.

#### *8.2.1 Liability in the event of non-execution or incorrect execution of a Payment Transaction*

In the event of non-execution or incorrect execution of a Payment Order attributable to ING, ING shall only be held liable in the event of gross negligence or intentional misconduct on the part of its services, whatever the Transaction currency used.

If any information (e.g. the name and/or address of the payee of the Payment Transaction) is not supplied in addition to the Unique Identifier defined in point 1.2, ING is only liable for the execution of a Payment Transaction according to the Unique Identifier indicated, without having to take into account any discrepancies between such additional information and the Unique Identifier indicated.

For the application of the above provisions, a Payment Order is only considered to have been given by the User once the latter has received electronic or telephone confirmation from ING of the receipt of his/her Order transmitted via the Telelink@Isabel services.

Whatever the case, ING can only be held liable for the direct loss established by the Client, to the exclusion of any indirect loss such as, but without restriction, the loss of data, loss of earnings, loss of profit, projected opportunity, clients or savings, the costs for procuring an equivalent service or product or loss of reputation.

#### *8.2.2. Liability in the case of unauthorised Payment Transactions*

ING accepts liability for Payment Transactions performed without the authorisation of the Client or User due to an act or an omission attributable to ING, as well as any error or irregularity committed in managing the account held or jointly held by the Client and attributable to ING. The liability of ING is limited to any amount required to restore the Client to his/her situation before the unauthorised Transaction, where appropriate, plus the interest on such amount.

Furthermore, the liability of both Isabel and the Client in the event of the theft, loss, misappropriation or unauthorised use of the Isabel means of access and signing is governed by the provisions of the Isabel Contract.

As ING is not the issuer of the Isabel means of access and signing, it cannot incur liability for the consequences resulting from the theft, loss, misappropriation or unauthorised use thereof, except in the event of gross negligence or intentional misconduct on its part.

### **8.3. Client's liability arising from a User acting with gross negligence or fraudulently**

8.3.1. If the User has acted with gross negligence or fraudulently, the Client is liable for and must bear all direct or indirect consequences arising from such gross negligence or fraud.

8.3.2. The following event is automatically considered as gross negligence within the meaning of point 8.3.1. of these General Conditions: the Client or the User not notifying ING, in accordance with point 6.6. of these General Conditions, as soon as he/she becomes aware of:

- of any Transaction carried out without his/her agreement which appears on his/her bank or account statements or any other Durable Medium received following the receipt, acceptance or execution of his/her Transactions in accordance with point 7 of these General Conditions;
- of any error or irregularity noticed on his/her bank or account statements or any other document on a Durable Medium received following the receipt, acceptance or execution of his/her Transactions in accordance with point 7 of these General Conditions;

Each event on the following list can be considered as gross negligence within the meaning of point 8.3.1. of these General Conditions, depending on all actual circumstances and without prejudice to the assessments of the courts:

- the User not keeping or using his/her Isabel means of access and signing in accordance with the provisions of this Agreement and the Isabel Contract, and within the utilisation limits agreed with ING and the other banks of the ING Group in Europe;
- the User not respecting the cautionary advice issued by ING or Isabel;
- the User not keeping the means of access and signing with care to prevent any misuse by third parties;
- the User not returning his/her Isabel means of access and signing to ING when it asks for them, with the exception of the means of access and signing chosen by the User him/herself (such as a password and/or any other confidential identification code known only to the User).

### **9. Ceilings of Transactions**

9.1. In the context of the Telelink@Isabel services, execution of Transactions is limited to the available account balance (including, where appropriate, the available credits linked to the account) and, where appropriate, to one or more maximum amounts per Transaction type and/or period of time determined jointly by the Client, the User and ING.

9.2. Within the minimum and maximum amounts set by ING and communicated to the User, the applicable ceilings can, at the request of the User or the Client, and in agreement with ING, be changed to suit the Client or the User's own requirements. Information on this subject is available from any ING branch.

Furthermore, the Client or the User can, within the limit of the above-mentioned minimum and maximum amounts, apply to change the applicable ceilings in the following cases:

- following the loss, theft, misappropriation or any unauthorised use of the means of access and/or signing;
- in the case of charging up to the account statements of any Transaction carried out without his/her agreement.

Nonetheless, if the Client is a legal entity, the account agents designated as such in the "Powers of Attorney" documents for the

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relevant account or in the various mandate forms provided by ING as an appendix to the Telelink@Isabel Agreement and who are not representatives or agents duly authorised by the Client may only adjust their own ceilings.

9.3. The ceilings applied to Orders submitted via the Telelink@Isabel services are communicated to the User on the Telelink@Isabel Contract or in an appendix to it. In addition, the User can always check, via the Telelink@Isabel services, if a Transaction cannot be carried out due to exceeding a ceiling.

9.4. Telelink@Isabel services give the option of sending grouped orders using only one electronic signature. With respect to these grouped orders, it is agreed that ING will apply these ceilings as defined in accordance with clauses 9.1. and 9.2. to the amount of each separate order and not to the overall amount for the grouped orders, unless expressly agreed otherwise.

It is also agreed that, if the powers granted by the Customer to his Users are limited in amount, ING will apply these limits to the amount of each separate order and not to the overall amount for the grouped orders, unless expressly agreed otherwise.

### **10. Maintenance of the Telelink@Isabel services.**

10.1. With regard to any incident or technical, operational or functional problem linked to the Telelink@Isabel services, in particular those linked to the installation and use of the Telelink@Isabel Software and/or the Telelink@Isabel Database (excluding the means provided by Isabel), or which might jeopardise the security of such services, the User can call the ING Customer Service Centre in Belgium.

The ING Customer Service Centre can be accessed by telephone during its opening hours mentioned in the Technical Documentation on the use of the Telelink@Isabel services. The ING Customer Service Centre provides assistance in French, Dutch, English or German.

Users can also contact the ING Customer Service Centre by e-mail ([ebcs@ing.be](mailto:ebcs@ing.be)).

When notifying the problem and subsequently, the User must provide all useful and necessary information likely to resolve the said problem.

10.2. In any event, corrective maintenance of the Telelink@Isabel services, associated mainly with correcting any faults or errors in the Telelink@Isabel Software, can only be carried out with ING's assistance.

Users may not correct or modify the Telelink@Isabel services themselves.

10.3. ING shall endeavour to carry out maintenance tasks within a reasonable time. However, in carrying out its maintenance tasks, it is only bound by a best effort obligation.

10.4. ING is not obliged to provide ongoing maintenance and, as a result, does not guarantee that the Telelink@Isabel services shall be adapted to the specific requirements and wishes of the Client or the User, in particular concerning adaptations to its IT or telecommunications system. The Client and the User are responsible for verifying that such systems comply with the specifications laid down in the Technical Documentation on the use of the Telelink@Isabel services.

### **11. Protection of privacy**

#### **11.1. General provisions**

11.1.1. ING respects the privacy of any individual, including that of the User, that of the Client where appropriate, and that of any other individual concerned, in accordance with the legislation in force.

ING Belgium SA/nv, Avenue Marnix 24, B-1000 Brussels (e-mail: [info@ing.be](mailto:info@ing.be)) and, where appropriate, another bank of the ING Group in Europe is responsible for processing the personal data relating to private individuals communicated to ING Belgium in connection with the conclusion or execution of this Agreement and in particular the use of the Telelink@Isabel services.

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Data communicated to other ING Group companies established in an EU Member State, on the initiative of individuals, is processed by such companies in accordance with the information on the protection of privacy supplied by such companies.

11.1.2. Personal data relating to individuals communicated to ING in the context of the conclusion or execution of the Telelink@Isabel Online Agreement, in particular in connection with the use of Telelink@Isabel Online services, is processed by ING for the purposes of centralising customer management, the management of accounts and payments, credits, asset management (investments), brokerage services (in particular insurance and/or leasing), marketing (i.e. surveys and statistics) of banking, financial (i.e. leasing) and/or insurance services (unless the individual concerned objects), a global overview of the customer, controlling the regularity of transactions and preventing irregularities.

Data relating to individuals managed by ING intermediaries (independent agents or brokers), including that relating to their financial transactions, is also processed by ING to ensure compliance by such intermediaries with their legal and statutory (including resulting from a CBFA circular) or contractual obligations, including any duty of exclusivity towards ING.

11.1.3. Such data is not intended to be communicated to third parties other than those designated by the individual concerned, the companies whose intervention is necessary or useful (in particular, for Payment Transactions: Isabel, SWIFT SCRL and MasterCard Europe SPRL, etc.) for one of the purposes mentioned in 11.1.2 or the companies of the ING Group established in a Member State of the European Union.

It may thus be transferred to a non-EU member state whether or not such state provides an adequate level of personal data protection (for instance SCRL SWIFT stores payment data to the United States, subject to American law). ING shall however not transfer data to a non-EU member state which does not provide an adequate level of protection except in the cases stipulated by the law of 8

December 1992 on the protection of privacy, for instance by ensuring that data is protected by means of appropriate contractual provisions.

The individuals concerned consent to the exchange of data concerning them between - existing or future - companies of the banking and insurance group ING established in a Member State of the European Union.

The individuals concerned consent to the exchange of data concerning them between - existing or future - companies of the banking and insurance group ING established in a Member State of the European Union.

The ING Group in the European Union is a group of companies with activities in banking, insurance, leasing, asset management and/or an activity following on from such activities.

Such exchange of data is intended to allow the companies participating in it to centralise customer management, obtain a global overview of Clients, to undertake surveys, statistics or marketing campaigns (except e-mail advertising and unless the individual concerned objects), to offer and/or provide the services mentioned above, and to control the regularity of transactions (including the prevention of irregularities).

Any individual may ask ING Belgium for an updated list of the companies of the Group ING established in Belgium or in a Member State of the European Union and which exchange data.

These companies have given an undertaking to guarantee a high level of protection of any data of a personal nature exchanged and are bound, as far as such data is concerned, by an undertaking of discretion.

The legal or administrative authorities or regulatory bodies, whether Belgian or international, e.g. American may, in certain cases stipulated by law or local regulations (in particular with a view to preventing terrorism) demand from ING or a company to which data may have been transferred in accordance with the above provisions, communication of all or part of the personal data of private individuals (e.g. the data relating to payment transactions).

11.1.4. Any private individual may access the data relating to him/her, processed by ING or another company of the ING Group established in a Member State of the European Union, and, where appropriate, request rectification of erroneous data or deletion of data processed illegally.

The individual concerned may object, at any time, upon request and free of charge, to his/her personal data being processed for direct marketing purposes and/or withdraw his/her consent to his/her personal data being exchanged between ING Group companies based in a Member State of the European Union for such purposes; the objection shall be taken into account as soon as possible.

11.1.5. No legal obligation obliges Clients to answer questions asked by ING or by another company of the group ING established in a Member State of the European Union, however failure to answer may, where appropriate, result in the impossibility or refusal on the part of ING or another company of the group ING established in an EU Member State to enter into a (pre-)contractual relationship, to continue such a relationship or to perform a Transaction requested by the private individual concerned.

11.1.6. Personal data relating to the individual concerned is processed by ING and the other ING Group companies based in an EU Member State with the utmost confidentiality.

However, as electronic communications networks, particularly the Internet, do not offer total security, the respect of privacy can only be guaranteed if the personal data is sent via the communication channels expressly indicated by ING as being protected.

### **11.2. The Telelink@Isabel Online services**

#### **11.2.1. Cookies**

"Cookies" are used in some places of the Telelink@Isabel Online services to provide Users with a better service. A "cookie" is a text file containing information about the behaviour of someone visiting a website. It is created by software on the website server but stored on the IT system hard drive of the

website visitor. During a subsequent visit to the website, the contents of the "cookie" can be retrieved by the website server.

"Cookies" generated following the use of the Telelink@Isabel Online services enable offers of services to be personalised according to the areas of interest of each User, which can be identified through such "cookies".

Such "cookies" contain data about the User in particular the language and/or currency selected, which avoids him/her having to enter such data again each time he/she uses the Telelink@Isabel Online services.

They record data about the Telelink@Isabel Online services pages visited by the User and their aim is to carry out information sessions, in particular by recording the information that the User communicates in successive forms, to avoid the User receiving the same advertisements or other announcements repeatedly.

The data recorded by the "cookies" is also processed by ING to compile statistics for the Telelink@Isabel Online services and to ensure that the contents of such services are improved.

Such "cookies" are saved on the User's IT System for a maximum of 12 months.

Most Internet browsers are automatically configured to accept "cookies". However, Users can configure their Internet browser to inform them of each "cookie" sent or to prevent them being recorded or saved on their hard drive. However, ING cannot guarantee the User access to the Telelink@Isabel Online services in the event of him/her refusing to record "cookies".

#### **11.2.2. Environment variables**

When the User uses the Telelink@Isabel services, the following personal data, called "environment variables", is sent to ING and recorded by ING via the User's browser software:

- the User's TCP/IP address (identification number of the User's IT system on the Internet network),
- the makes and versions of his/her browser



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software and operating system,  
- the language used by the User,  
- all the information about the Telelink@Isabel Online services pages visited by the User and those of other websites through which the User accessed the Telelink@Isabel Online services.

Such data is processed by ING with a view to taking into account the specific configuration of the User's IT System and to being able to send him/her the web pages requested in a suitable format. It is also processed to compile surveys or statistics for the Telelink@Isabel Online services and to ensure that the contents of such services are improved.

### **12. Proof of Transactions**

The provisions of this point 12 do not prejudice the Client's right to provide proof to the contrary through any legal channel, nor the system of liability stipulated in points 5 and 8 of these General Conditions, nor to the provisions of the Isabel Contract.

Furthermore, they do not prejudice the mandatory or public order legal provisions which may stipulate special rules on the authentication, recording and/or booking of Transactions.

#### **12.1. Proof of Transactions in general**

12.1.1. Without prejudice to point 6.6 of these General Conditions, in the event of a dispute concerning a Transaction resulting from an Order carried out by a User using his/her means of access and signing, ING undertakes to provide proof that the Order was authenticated, recorded and booked correctly and was not affected by a technical incident or other failure.

For all Transactions resulting from an Order submitted via the Telelink@Isabel services, such proof shall be provided by producing an excerpt of the log tape or recordings on a data medium of all the Transactions recorded, established by ING's electronic systems or any sub-contractors called on by ING.

The Parties recognise that the aforementioned log file and recordings on a

data or computerised medium have evidential value.

The contents of such log file and such recordings may be copied on paper, microfiche or microfilm, magnetic or optical disc, or any other IT medium. As far as the Parties are concerned, such copy shall have the same evidential value as an original document. The Client may ask for any copy ING relies upon as proof to be certified by it.

12.1.2. ING keeps an internal list of the Transactions resulting from an Order submitted using the Isabel means of access and signing for a period of at least five years from when the Transactions are executed, without prejudice to other legal or statutory provisions with regard to the provision of supporting documents.

12.1.3. To be valid, all notifications from ING in connection with the Telelink@Isabel Agreement can, among others, be carried out by ordinary letter, by a message included in account statements or, in the context of Telelink@Isabel Online services, by electronic advice.

#### **12.2. Electronic signature**

12.2.1. For the purpose of the Telelink@Isabel services an Order shall be signed electronically by a User via the means of signing provided to him/her by Isabel (i.e. a smart card and a smart card reader) and those chosen by the User him/herself according to the possibilities offered by Isabel, by the User him/herself (i.e. a password and/or any other confidential identification code known only to the User).

12.2.2. For the electronic signing of an Order, a single-use password is created by means of the smart card which a User inserts in a smart card reader, firstly, elements relating to the Order concerned supplied by the Telelink@Isabel services for the Transaction in question and, secondly, the personal and confidential PIN linked to the card and chosen by the User him/herself. Such single-use password, once entered and validated in the Telelink@Isabel services, is recorded by ING for validation by the latter.

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The Client acknowledges that the single-use password once entered and validated by a person, following the use of the signature means in the aforementioned manner constitutes, such as it is recorded by ING, the electronic signature of one of his/her Users who is a holder of the card concerned or, if he/she is a User and holder of the card concerned him/herself, provided such electronic signature is validated by ING's IT systems and, in particular, it is recognised by such systems as originating from the User and that the use of his/her smart card is valid and has not expired or been revoked.

For all Transactions placed in the context of the Telelink@Isabel services, the Client accepts that each User's electronic signature (authenticated by ING and/or Isabel's IT systems and recognised as originating from such User) meets the conditions for identifying the User and for content integrity linked to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that the Order bearing such electronic signature has the same evidential value as an Order with an identical content written by the User and signed with the handwritten signature of the User and binds the Client as such.

Provided the User's electronic signature has been authenticated by ING and/or Isabel's IT systems and recognised as originating from the User, the Client accepts that all Orders signed electronically by the User and received by ING through the Telelink@Isabel services, constitute valid and sufficient evidence of his/her agreement to the existence and contents of the Order concerned, as well as of the contents of the Order as submitted by the User matching the contents of the Order as received by ING.

### **13. Pricing and charges**

13.1. The prices that apply to the use of the Telelink@Isabel services are indicated in the Lists of charges for the main banking operations published by ING, which are available, notably, from any ING branch and via Telelink@Isabel's Information Services. Furthermore they are communicated to the

Client prior to the conclusion of the Telelink@Isabel Contract.

Such lists of charges are only valid as from the date they are published. They do not constitute a binding offer on ING, unless they are communicated to the Client in a subscription form to the Telelink@Isabel services.

These lists of charges can stipulate the payment of annual fees payable as soon as the Telelink@Isabel Contract is signed and, subsequently, on each anniversary of the Contract.

13.2. The charges of Transactions available via the Telelink@Isabel services are mentioned, in respect of the Transactions provided by ING, in the lists of charges and rates (charges for main banking operations of private individuals and legal entities,...), which are available from, notably, any ING branch and/or via Telelink@Isabel's Information Services, or in the case of Transactions provided by third companies, notably, in the lists of charges for banking operations published by such companies and/or via Telelink@Isabel's Information Services with regard to the Transactions supplied by third-party companies.

Such lists of charges are only valid as from the date they are published. They do not constitute a binding offer on ING, unless they are communicated to the Client in an order form.

13.3. Subject to any application of a separate charge for automated Transactions, the execution of Transactions resulting from Orders submitted via the Telelink@Isabel services is subject to the charging policy applicable to such Transactions.

13.4. The Client authorises ING to automatically debit the reference account designated in the Telelink@Isabel Agreement with all the fees applicable under the charging policy in effect, for the use of the Telelink@Isabel services and, with the exception of another payment method expressly provided by ING and chosen by the Client.

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If the reference account is closed, the Client is responsible for informing ING Belgium of another reference account. Otherwise, another reference account from which the abovementioned fees are to be debited automatically shall be automatically designated by ING, in the manner it deems appropriate. In this case, the Client is informed by a message included in the account statements and has two months from the message included in the account statement being made available to inform ING Belgium of another reference account. If he/she does not inform ING of such an account in the above-mentioned period, the above-mentioned fees shall, as from expiry of such period, automatically be debited from the reference account automatically designated by ING, without prejudice to the right of the Client to request a change to his/her reference account subsequently.

Furthermore, in the case of Transactions carried out in connection with the use of Telelink@Isabel services, the Client authorises the automatic debiting, unless ING expresses another method of payment available at the choice of the Client, of the account over which the Transaction is carried out. In both of the above cases, the Client undertakes to fund his/her account sufficiently for the debit date.

13.5. The costs of telephone communications (including those associated with calling the ING Customer Service Centre Belgium) and, where appropriate, the costs associated with the acquisition, installation and operation of IT, telephone or other equipment and software, as well as access to and use of the electronic communications networks to access and use the Telelink@Isabel services shall be borne by the Client or User.

Similarly, all charges arising from the subscription of the Isabel Contract shall be borne by the Client or the User.

### **14. Licence to use the Telelink@Isabel Software and the Telelink@Isabel Database**

Without prejudice to the provision of the Telelink@Isabel services to the User as provided in the Agreement, either ING or the

person who has conferred the rights of use on ING reserves all the property rights and all the intellectual property rights (including the rights of use) for both the Telelink@Isabel Software and the Telelink@Isabel Database, as well as all components, in particular, but not limited to, texts, illustrations and other elements appearing in the Telelink@Isabel Software and/or in the Telelink@Isabel Database.

#### **14.1. Telelink@Isabel Software**

14.1.1. For the duration of this Agreement, the User is granted a strictly personal, non-exclusive and non-transferable licence to use the Telelink@Isabel Software in its directly readable object code version in the User's IT System. However, no property rights or intellectual rights are transferred to the User.

This license provides only the right to install the Telelink@Isabel Software for all the IT systems to which the User has access and to operate it in accordance with the purpose determined in the Agreement.

14.1.2. Any permanent or temporary reproduction of the Telelink@Isabel Software, in part or in whole, by any means and in any form, any translation, adaptation, arrangement, any other transformation and any correction of the Telelink@Isabel Software, as well as reproduction of the IT program resulting therefrom, are subject to prior written authorisation from ING.

However, the User is entitled to carry out operations to load, display, transfer, transmit or store the Telelink@Isabel Software required to enable the User to use the Telelink@Isabel Software in accordance with its purpose.

Copying the code and translating the form of the code for the Telelink@Isabel Software are subject to prior written permission from ING, even if such acts are essential to obtain the information required for interoperability between the Telelink@Isabel Software and third-party Software, as the said information is accessible to the User from ING.

Without prejudice to the above, the source codes for the Telelink@Isabel Software shall not be communicated to the User.

14.1.3. The provisions of this point 14.1 apply not only to the Telelink@Isabel Software in its entirety, but also to all of its components.

#### **14.2. Telelink@Isabel Database**

14.2.1. For the duration of this Agreement, the User has a strictly personal non-exclusive, non-transferable license for use of the Telelink@Isabel Database. However, no property rights or intellectual rights are transferred to the User.

This license provides only the right to install the Telelink@Isabel Software for all the computers to which the User has access and to operate it in accordance with the purpose determined in the Agreement.

14.2.2. Any extraction and/or reuse of the entirety or a qualitatively or quantitatively substantial portion of the content of the Telelink@Isabel Database is strictly prohibited. Similarly, repeated and systematic extractions and/or reuse of insubstantial portions of the content of the Telelink@Isabel Database are not authorised when they are contrary to normal use of the Telelink@Isabel database or cause unjustified damage to the legitimate interests of ING.

#### **14.3. Trademarks, names and logos**

The trademarks, names and logos, whether they are registered or not, contained in the Telelink@Isabel Software and Database are the exclusive property of ING and cannot be reproduced without ING's express prior agreement.

#### **15. Telelink@Isabel services hypertext links**

Except in the event of gross negligence or intentional misconduct on its part, ING does not provide any guarantee or accept any liability for the hypertext links created from the Telelink@Isabel services to third-party websites, nor as regards the contents of such websites.

Such websites are accessed solely at the risk of the User, as he/she is well aware that such

websites may be subject to other conditions of use, other provisions as regards protection of privacy and/or in a general manner other rules than those which apply to the Telelink@Isabel services. ING is not responsible for the compliance of such websites with the legislation and regulations in force.

#### **16. User messages**

Any message from the User with data, questions, comments, ideas and suggestions, sent to ING by e-mail (to the following address:

info@ing.be) or by any other means, shall not be considered as confidential, subject to ING's obligation as regards discretion in the context of its banking activity and to respect for the User's rights as recognised by the law, particularly those deriving from legislation on the protection of privacy.

Subject to respect of the same reservations, within five years from when it is sent and without any compensation whatsoever, any message may be reused, copied in whole or in part, amended and transmitted by ING, in any form whatsoever, by any means and for any purposes.

#### **17. Availability of the Telelink@Isabel Online services**

17.1. Insofar as it is able, and in accordance with the limits laid down in this Agreement, ING shall make the Telelink@Isabel Online services accessible 24 hours a day, 7 days a week.

17.2. However, ING does not undertake to provide continuous, uninterrupted and secured access to the Telelink@Isabel Online services.

Moreover, ING reserves the right, without being obliged to compensate the Client, to interrupt access to all or some of the Telelink@Isabel Online services temporarily at any time and, in emergencies, without prior notice, to any User in the event of the risk or suspicion of unauthorised use, misuse or fraud or to carry out maintenance operations, to make improvements or changes to

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Telelink@Isabel Online services or to resolve any technical incidents or faults in ING's IT or telecommunications systems. Through any means which ING deems appropriate, ING shall inform the Client of such interruption and the reasons for it, where possible, before the interruption and at the latest immediately thereafter, unless giving such information would compromise objectively justified security reasons or is prohibited by the legislation.

ING shall endeavour to limit the duration of such interruptions and to inform Users of their duration through any means ING deems appropriate.

Moreover, each Party shall take all necessary measures, within its capabilities and means, to stop any technical incident or failure in Telelink@Isabel Online services as soon as possible.

Without prejudice to its right to additional compensation for any loss, ING also reserves the right to block at any time access to all or part of the Telelink@Isabel Online services to any User for objectively motivated reasons relating to the security of the services and/or the means of access and signing for such services, or in the case of a presumed unauthorised or fraudulent use of the services and/or access and signature means for these services. When ING exercises such right, it shall inform the Client or the User by letter, message included with the account statements or in any other manner ING deems appropriate according to the circumstances, and if possible before access is blocked, otherwise immediately after, unless the provision of such information is prevented by objectively motivated security reasons or if it is prohibited pursuant to applicable legislation. When the reasons which justify the block no longer exist, ING shall restore access to the Telelink@Isabel Online service(s) blocked.

### **18. Duration of the Agreement – Closing access and termination of the Agreement**

18.1. The Telelink@Isabel Agreement comes into force on the date on which the Telelink@Isabel Agreement is signed by the

Parties and is concluded for an indefinite period.

18.2. Either the Client or ING may terminate the Agreement at any time, free of charge and without any justification.

The Client must send written notification of termination of the Agreement to ING, which shall endeavour to take it into account as soon as it is received, without it accepting liability in this regard, however, before the end of the second bank business day following receipt of the written termination notice signed by the Client.

If ING terminates the Agreement, the termination shall come into effect two months after the Client has been notified.

However, without prejudice to its right to claim additional damages, ING can, at any time and upon simple notice with immediate effect, terminate the Agreement or suspend execution of all or part of it if the Client substantially fails to honour his/her commitments with respect to ING, if the Client is in a state of insolvency, is made bankrupt, enters into an arrangement with creditors, is put into receivership or is subject to similar proceedings, if the Client no longer holds any current account with ING or if the Isabel Contract between the Client and Isabel is terminated.

ING can also, at any time and without notice, terminate the Telelink@Isabel Agreement in the event of an end to the contractual relationship relating to the products and services available via the Telelink@Isabel services, either between the Client and ING or between the Client and any other bank of the ING Group in Europe.

Furthermore the above provisions do not prejudice point 17.2 and the legal provisions requiring ING to take special measures in the event of exceptional circumstances.

18.3. Except in the event of force majeure or the Client substantially failing to honour his/her commitments towards ING, termination of the Agreement by ING shall not prejudice the Client's right to compensation for any loss he/she may suffer

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as a result of such termination, as demonstrated by him/her. Similarly, the Client can invoke such right if he/she terminates the Agreement due to ING amending the contractual framework unilaterally in accordance with point 3.1.2. or gross negligence or intentional misconduct on the part of ING, as demonstrated by him/her.

18.4. In the event of the termination of the Telelink@Isabel Agreement, the Client must still honour all his/her remaining Transactions resulting from Orders submitted via the Telelink@Isabel services before the termination of the Agreement and without prejudice to the Client's right stipulated in point 18.3 above, ING shall not be obliged to repay, even in part, any annual fees applicable in accordance with point 13.1.

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