

# ING Investing Terms & Conditions

## ING Belgium

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# Terms and Conditions for ING Investing

## 1. General Provisions

### 1.1. Subject-matter of the ING Investing Terms & Conditions

These ING Investing Terms & Conditions (hereinafter “ING Investing”) describe the electronic investment services offered by ING Belgium SA/NV (“ING”) via the “ING Investing” app and set out the rights and obligations of the Customer, the User and ING.

### 1.2. Definitions

In these ING Investing Terms and Conditions and in the documents to which they refer, the following terminology is used and applied unless another terminology applies in these documents. The terms may be used in the plural and the singular without distinction.

**1° Agreement:** all provisions governing the rights and obligations of the Customer, User and ING in connection with the use of the ING Investing App, as listed in 3.1 below.

**2° Customer:** the natural person in whose name and on whose behalf the Agreement is concluded and who is the holder or joint holder of one or more (Investment) Accounts opened with ING, with such (Investment) Accounts being accessible in accordance with the provisions of the Agreement concluded and possibly managed by means of the ING Investing app.

**3° ING:** ING Belgium SA/nv, avenue Marnix 24, 1000 Brussels, VAT BE 0403.200.393, RPR Brussels, which acts in its own name and on its own behalf as well as on behalf of the other companies of the ING Group. ING acts, inter alia, as a provider of services via electronic communications and as certification authority and issuer of means of access and signature for ING Investing.

**4° Other companies of ING Group:** the companies of ING Group, with the exception of ING, which perform banking and financial activities, established in a member state of the European Union. The updated list of ING Group companies in Belgium is available on the ING website ([www.ing.be](http://www.ing.be)). The updated list of ING Group companies established in a member state of the European Union is available from ING on simple request.

**5° Parties:** ING, the Customer or the User.

**6° User:** the natural person(s) whom the Customer designates in accordance with the provisions of point 4 below and authorises to use ING’s electronic service

ING Investing under the conditions described in this Agreement. If the Customer is a natural person, he is also a User, unless he is a minor or incapacitated (in which case he is only a User if he has been duly authorised).

**7° ING Investing:** are ING’s electronic investment services provided by means of the ING Investing app.

**8° ING Client Services:** the ING Belgium call centre that provides telephone support in relation to the use of the ING Investing service and whose telephone number can be found on the ING Belgium website or documents.

**9° Technical documentation** on the use of Mobile Investing via the app: all user manuals and other technical documentation on the use of Mobile Investing and in particular on the electronic communication and signing procedures that can be found on the ING Belgium website.

**10° Order:** any instruction or order given via the app ING Investing in the name of and for the account of the Client to perform an Operation in financial instruments.

**11° Transaction:** any transaction that may be the subject of an Order given via the app Mobile Investing

**12° Transaction in financial instruments:** the purchase and sale of, or subscription to, Securities, except for securities financing transactions and the related money transactions (debit or credit).

“Purchase” is also understood to mean the subscription to certain Financial Instruments (e.g. units in a SICAV [Investment Company with Variable Capital]).

“Sale” also means the repurchase of certain Financial Instruments (e.g. units in a SICAV, cash coupon that cannot be sold by public auction).

**13° Consumer:** a natural person who, in the context of ING Investing, acts for purposes other than his commercial or professional activity.

**14° Durable medium:** any instrument that allows the Client or the User to store personally addressed information in such a way that he can easily consult it in the future during a period that is adapted to the purposes for which the information is intended and that allows identical copies of the stored information to be made.

**15° Authentication:** a procedure enabling ING to verify the identity of the User or the validity of the use of a specific investment, cash or payment account, including the use of the User's personal security details.

**16° Strong Client Authentication:** an authentication using two or more factors that are classified as **knowledge** (something only the User knows, such as a PIN or any other authentication code), **possession** (something the User has, such as a bank card) and **inherent property** (something the User is, such as a fingerprint or facial recognition) and that are mutually independent, in the sense that compromising one of them does not affect the reliability of the others and that is designed to protect the confidentiality of the authentication data.

**17° Means of Access and Signing:** the means by which a user can gain access to the ING Investing app or can sign Orders, as provided by ING.

#### Means of access:

1° Bank card chip, card reader, applicable PIN code and personal access numbers ING ID, Card ID

2° PIN code

2° fingerprint

3° face

#### Signing means:

1° PIN code

2° fingerprint

3° face

4° click on the confirmation button

For more information on access and signing methods, please refer to the technical documentation on the website: <https://www.ing.be/en/retail/daily-banking/e-banking/electronic-signature>

To use the function provided by a third party such as fingerprint recognition or face recognition, the device must be equipped with a digital fingerprint reader or camera.

**18° Device:** a mobile computer system (Smartphone or Tablet) that meets one of the requirements of the App (e.g. concerning the operating system) as described,

among other things, in the technical documentation of the ING Investing App.

**20° Store :** The app store provided by the manufacturer of the device.

## 2. Object of ING Investing

**2.1** You can access the following investment services via the app:

If you have an **"ING Self Invest"** account, Mobile Investing allows you to view your portfolio, buy or sell financial instruments to ING and check their status. You can also place financial instruments on a personal watch list. You also have access to price information;

If you do not have an Investment Account, you can only use ING Investing to view price information and place financial instruments on a personal watch list;

**2.2** After placing an Order, you will see a confirmation in Mobiel Beleggen that we have received the Order. You cannot derive any right from this that the Order will be executed (in full).

All information about executed orders and other related actions as well as the costs charged can be found on your account statement. Account statements are available in Home'Bank and you may also choose to receive them by post. You will also receive quarterly and annual statements in My ING. ( see article 12).

**2.3** ING Investing is only available to private individuals/consumers.

Mobile Investing is constantly under development. For that reason, not all functionalities are yet immediately available. This may mean, for instance, that for "ING Self Invest" not all financial instruments are yet visible and tradable via Mobile Investing. For more details, please consult the website. Of course, you can use all functionalities via Home'Bank;

Initially, you can only use a smartphone. Mobiel Beleggen is not designed to be used on a tablet;

ING Investings is available in Dutch, French and English.

ING Investing is accessible at a distance, without the physical presence of an ING employee.

The ING Investing app is only intended for persons residing in and having the nationality of a member state of the European Union.

**2.4** Subject to the possibilities offered by ING, the User can receive information and carry out Transactions relating to all ING Self Invest investment accounts of which the Customer is the holder or joint holder and which are held with ING. The User may also receive information on all ING Self Invest investment accounts for which the Customer is authorised to carry out a consultation.

## **2.5. ING Investing**

ING's "ING Investing" gives access to automated online services available by means of electronic data exchange between ING and the User, using electronic systems of ING, (network, servers), a specific Software and Database and an Electronic Communications Network. To gain access to this, the User must download the ING Investing App from the Store linked to his/her Device and install it on his/her device. The Device used by the User must therefore meet the required specifications for use of the App, as described in the technical documentation of the ING Investing.

In order to access and use ING Investing, the User must also use the means of access and signing for ING Investing that are described in Articles 5 and 12 of these Mobile Investing Conditions.

## **3. Legal framework applicable to ING Investing**

### **3.1. Contractual state that constitutes the agreement**

#### **3.1.1. List of documents constituting the agreement**

3.1.1.1. The Agreement contains the following documents:

- These ING Investing Terms & Conditions for the ING electronic investment service via the app and any annexes thereto;
- Where applicable, the Amendment Notices referred to in point 3.1.2;
- ING's General Regulations;
- General Terms and Conditions for Investment
- Costs: Charges applied to the main securities transactions.
- More information on costs and charges can be found on our website [www.ing.be/charges](http://www.ing.be/charges) and [regulations/investments](http://www.ing.be/regulations/investments) (see article 13);
- The Technical Documentation on the use of Mobile Investing.

Unless this Agreement expressly derogates from it and in the event of any use, the contractual provisions relating to ING's electronic services, banking and

financial products and services available via ING, and in particular those relating to the Transactions available via these services, also apply in full to ING Investing, whether or not they are provisions agreed or to be agreed between the Customer and ING, in particular the provisions of ING's General Regulations, of the General Terms and Conditions for Investment.

3.1.1.2. The Customer and the User can obtain all useful information on the ING Investing app by calling ING Client Services, consulting the ING website ([www.ing.be](http://www.ing.be)) or consulting the information distributed via the ING Investing app. The documents referred to in 3.1.1.1. are also available at ING branches and on the ING website.

3.1.1.3. The Customer and the User acknowledge that they have received, on a durable medium and before completing the installation of the ING Investing app, these Terms and Conditions constituting the Agreement and all information that they could reasonably expect, in particular on the features and functions of ING Investing, from ING to enable them to check that it meets their needs. By installing the ING Investing app, they release ING from any liability in respect thereof and acknowledge that ING Investing meets their needs.

#### **3.1.2. Amendment of the contractual framework on the initiative of ING**

ING may expand, change or terminate ING Investing, for example for commercial reasons.

An extension or amendment may have consequences for the content of these ING Investing Terms & Conditions.

The Customers will be notified thereof by an electronic message.

The Parties agree that this Agreement (including, but not limited to, the charges and limits for Orders) and the content, terms and conditions of access, use and signing of ING's electronic services may be amended unilaterally by ING at any time, subject to the procedure described below.

ING shall inform the Customer individually of any amendments it wishes to make to this Agreement. It shall do so by means of dated notices of amendment sent in writing or on a Durable Medium, electronic or otherwise, made available to the Customer and to which the latter has access, in particular by means of an integrated message attached to the Customer's or User's account statements, by e-mail sent to the e-mail address of the Customer or User notified to ING and/or by a notice published via the HomeBank/

Business'Bank Online or ING Banking services, without prejudice to mandatory legal provisions or public order. Such information shall be provided at least two months before the change in question takes effect.

The Customer may refuse the change and in that case the Customer must stop using ING Investing and remove the app from its mobile device before the change concerned takes effect. If the Client or the User does not do so, the Client/User will be deemed to have accepted the change.

### 3.2. Application of the Agreement

The provisions of the Agreement apply without prejudice to the applicable statutory or regulatory provisions of mandatory law or public policy. The nullity of a provision or part of a provision of the Agreement shall not affect the validity, scope and binding nature of the remaining provisions of this Agreement.

### 3.3. Applicable law and competent courts

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

Subject to mandatory legal or regulatory provisions or public order stipulating the rules governing the allocation of competence, particularly in the case of disputes with Consumers, ING may, in its capacity as plaintiff or defendant, bring or cause to be brought before the courts any dispute relating to this Agreement and/or the services associated with it and/or the Transactions referred to in this Agreement, the courts and tribunals of Brussels or the courts and tribunals competent for the area in which the bank with its registered office has a direct or indirect business relationship with the Customer through a branch or office.

## 4. Admission to ING Investing and Users of this service

### 4.1. Access to ING Investing

**4.1.1.** ING Investing is made available to ING customers who wish to use these services for private purposes.

**4.1.2.** An Agreement is concluded with the Customer in accordance with Article 3.1.1 of these Terms and Conditions by the acceptance, electronically, of these Terms and Conditions for registration for ING Investing

accepted in the name of and for the account of the Customer.

Once the Agreement has been concluded, by means of the aforementioned acceptance of these Terms and Conditions, each User is authorised to activate and deactivate ING Investing, to access it and to use it in accordance with the provisions of the Agreement.

**4.1.3.** If the Customer or its Users wish to activate ING Investing, they must comply with the terms, conditions or procedures set out in the Technical Documentation on the use of ING Investing or any other form at ING's discretion. Once the activation of ING Investing via the app is accepted by ING, this constitutes the start of the use of ING Investing.

**4.1.4.** Subject to the options offered by ING, the Customer accepts when it concludes the ING Investing Agreement that the ING investment account(s) of which it is the holder or joint holder is/are accessible at ING for all transactions allowed as part of the management of these accounts, unless it expressly requests ING to exclude one or more specific accounts from the scope of the Agreement. Subject to the same proviso, the Customer also accepts that all of its representatives and proxies specified as such in the "Management Proxies" documents (electronic or otherwise) for the linked account(s) to its ING Investment Account(s) of which it is the holder or joint holder with ING shall automatically be considered as users of the ING Investing via the app.

The powers of attorney and any specific restrictions to these powers, expressed as maximum amounts authorised for Transactions, number of signatures required to pass on Transactions and/or types of Transaction authorised, and set out in the "Management Powers" documents (electronic or otherwise) for the linked account(s) to the Customer's ING Investment Account(s) of which the Customer is a holder or joint holder, as well as any subsequent amendments to those powers and restrictions, apply to the Transactions passed on by means of ING Investing.

However, the 'Management Proxies' documents (electronic or otherwise) for the linked account(s) to the ING Investment Account(s) of which the Customer is the holder or joint holder may, in particular as regards authorisations, proxies or restrictions in relation to the Transactions passed on by means of ING Investing, be amended at the request of the Customer (at his/her ING branch or subject to the possibilities offered by ING through the Home'Bank/Business'Bank services), for ING in accordance with the provisions of ING's General Regulations.



For the purposes of this Agreement, unless otherwise specified in this Agreement (in particular in point 4.2.2), ING shall take account of the proxy forms (electronic or otherwise) completed by the Customer and/or the Customer's request to amend the 'Management Proxy' documents (electronic or otherwise), no later than the seventh bank business day after they are received by ING. However, ING shall, to the extent possible, endeavour to comply with this request before the end of this period. The provisions of this point 4.1.5. are without prejudice to the establishment of any specific limits for the Transactions executed through ING Investing in accordance with Article 9 of these ING Investing Conditions.

**4.1.5.** Subject to the possibilities offered by ING, the Customer accepts that he/she has been provided with all information relating to the ING Investing Service and the relevant financial instruments subscribed to with ING in the name of and for the account of the Customer, opened and of which the Customer is the holder or joint holder, or for which the Customer is authorised to obtain information, via ING Investing.

He/she also expressly agrees that all Users may consult this information via ING Investing.

## **4.2. Users of Mobile Investing**

**4.2.1.** The Customer agrees that he/she, if a User, and all users that he/she has designated in accordance with section 4.1 of these ING Investing Terms and conditions may consult ING Investing, including all information relating to investments subscribed to with ING in the name of and on behalf of the Customer, subject to the options offered by ING.

The Customer, if he/she is a User, and his/her Users, provided they have been duly authorised, may, within their powers and using their own electronic signatures, give an Order in relation to financial instruments in the name of and on behalf of the Customer.

However, notwithstanding the foregoing, Users with a limited authorisation in terms of maximum amount of Transactions or number of signatures required to transmit Transactions may not enter an Order and/or transmit an Order to carry out a Transaction in financial instruments with Mobile Investing.

Furthermore, with regard to ING Investing and in accordance with 4.1, the Customer accepts that only the Users authorised to manage, alone and without limitation (e.g. amount and type of Transaction), the

account(s) linked to the ING Investment Account of which the Customer is holder or co-holder with ING, can enter and pass on Orders to carry out a Financial Instrument Transaction.

**4.2.2.** To revoke the powers of attorney granted to Users, the Customer must use the revocation procedure laid down in the contracts and rules applicable between the Customer and ING.

To block the means of access to and signing of ING Investing, the Customer or its Users must follow the procedures described in the provisions of point 6.4.

However, the Users designated as proxies in the "Management Proxies" documents (electronic or otherwise) or in the various proxy forms (electronic or otherwise) provided by ING, with the exception of those duly authorised, may only block their own means of access to and signing for the ING Investing.

If the Customer or its Users subsequently wish to unblock them, they must confirm this in advance to ING in accordance with the terms, conditions and procedures set out in the Technical Documentation on the use of ING Investing.

If the Customer asks ING to revoke the User's powers of attorney, ING will make its best efforts to block the User's access to ING Investing as soon as possible after receiving the request for revocation, but will only be liable for implementing such blocking after the expiry of the period specified for ING to take the revocation into account in the contracts and rules applicable between the Customer and ING. If the Customer wishes such a revocation to take effect immediately for the use of ING Investing, it must follow the specific procedure for blocking means of access and signature mentioned above at the same time as the revocation procedure.

**4.2.3.** The Client undertakes to inform all its Users of their obligations under the Agreement and, in particular, the conditions of access, use and signature of ING Investing.

The Client is liable for compliance by its Users with those obligations and conditions and for all consequences arising from any failure on the part of its Users.

## **5. Access to and use of ING Investing**

**5.1.** To access the ING Investing App, the User must download the App on his personal device, and register

this device based on the instructions in the App. The services provided by means of ING Investing app are accessible to the User after he has identified himself via the means of access of the ING Investing App and Device connected by the User. The means of access and signature that the User needs to access and use ING Investing, including the means of electronic signature, are provided by ING on a personal basis. The means of access and signature of ING Investing are made available to the User concerned, according to the means concerned, in the counters of ING branches, in the electronic terminals of ING and or via the ING Investing app itself.

However, ING reserves the right to refuse to send the means of access and signature by post for security reasons and to comply with the provisioning at the counters of its branches or at its electronic terminals. All postage costs of the means of access and signature shall be borne by the Client.

**5.2.** By concluding the ING Investing Agreement, the Client and the Users agree to the provision of any additional means of access and signature. The User has the option of defining their own means of access and signature, based on the possibilities offered by ING.

If the User wishes to use digital fingerprint recognition and/or facial recognition for a certain Device as a means of access and/or signing, the User must activate this function beforehand for the relevant 'Device'.

**5.3.** As soon as the User receives the means of access and signature, it shall be liable for the direct and indirect damage associated with the use, by itself or by a third party, of the means of access and signature, in accordance with the provisions of this Agreement.

Until such time, ING shall bear the risk of communicating the means of access and signature to the User.

The Client's liability shall be examined in the light of Article 8 of these Terms and Conditions.

**5.4.** The Client accepts that the use of the personal and confidential means of access chosen by the User constitutes valid and sufficient proof of that person's identity as a User of the ING Investing App, holder of the ING software for the registered Device, provided that such means of access are validated. This validation means that the means of access used are recognised, in particular by the relevant ING software and, where applicable, by the digital fingerprint or facial recognition function, as originating from the User.

## 6. Obligations of the Client and the User in the context of security

**6.1.** The Client guarantees the correct use of ING Investing by all Users, in accordance with the conditions of access and use of this service.

**6.2.** The Client and the Users will take all reasonable precautions to guarantee the security of the access to their Device via which ING Investing is accessible.

The Client and the Users undertake to only use ING Investing on a Device equipped with a firewall, a programme against harmful computer programmes (for example 'spyware') and a recent antivirus programme that are permanently activated and regularly updated.

**6.3.** The User is obliged to keep and use his ING Investing access and signing tools in accordance with the provisions of this Agreement in force at the time of their issue or use.

The User will take all reasonable precautions to ensure the security of his means of access and signing for ING Investing. This concerns the security rules:

- Make sure that no one can see when you are carrying out Transaction, especially when you type your PIN.
- Use a security code to turn on your mobile device.
- Choose a secure profile code, avoiding for example your date of birth.
- Do not leave your mobile Device in a public place or in your car.
- Mobile device lost or stolen? Call our helpdesk at +32 2 464 60 01.
- Reset your mobile device if you sell it.
- Always install the latest version of the app and of the software of your mobile device (iOS or Android). Never use jailbreak software.
- Always check the details of the investment account and the amount to be invested when placing an Order.
- ING will never ask you for your bank or investment details by e-mail. If you receive such an e-mail, do not reply and call our helpdesk on +32 2 464 60 01.
- An unusual change when using the application? Do not make any more investments and call our helpdesk immediately on the number +32 2 464 60 01.

The means of access and signing chosen by the User are strictly personal and confidential. The User is liable for their use and for safeguarding their confidential nature.



The User undertakes not to disclose his ING Investing access and signature tools to any third party (including, but without limitation, his partner, a family member and/or a friend) under any circumstances and/or to give a third party the opportunity to become acquainted with them. Similarly, the User must not disclose to a third party any confidential information regarding the security procedures applied.

The User may furthermore only activate the digital fingerprint recognition feature (e.g. the iOS Touch ID or Android Fingerprint) or the face recognition feature (e.g. the iOS Face ID from Apple) for a certain "profile" on a device of which he is the sole User. He may furthermore only register his own digital fingerprints for the digital fingerprint recognition function on that Device.

**6.4.** . The Customer and/or the User is/are obliged to inform ING of the following immediately on becoming aware of them:

**1.** Loss, theft, misuse or any unauthorised use of his/her means of access and signing for ING Investing. In these ING Investing Terms & Conditions, 'loss' or 'theft' means any involuntary removal of the means of access to and signing for ING Investing; 'misuse' or 'any unauthorised use' means any unauthorised or improper use of the means of access to and signing for ING Investing.

**2.** Any technical incident or other defect linked to the use of his/her ING Investing access and signature means or which may compromise the security of those services.

ING will provide each Customer or User with the appropriate means to enable them to make such notification at any time. For example, the Customer and/or User undertakes to block their means of access to and signing for ING Investing in the aforementioned cases, by following the blocking procedures described in the Technical Documentation on the use of ING Investing available from ING Client Services (+ 32 2 464 60 00).

The Customer or User will receive a written or electronic confirmation or an identifier (such as a number) to prove their notification. The telephone call to ING Client Services is recorded by an automated system. The data recorded in this way constitute evidence in the event of a dispute and shall be kept in accordance with Article 14 (Protection of personal data), without prejudice to Articles VI.83 and VII.2, § 4 of the Belgian Economic Code. The data thus recorded shall constitute evidence in the event of a dispute and shall be preserved in accordance with Article 12.

In the event of theft, abuse or unauthorised use of his means of access and signature for ING Investing, the Client or the User must report or lodge a complaint with the competent local, Belgian or foreign official authorities as soon as possible. The Customer or User must provide proof and references of the declaration or complaint to ING if it so requests. The Customer or User must provide ING with all information necessary for the investigation.

**6.5.** Without prejudice to the special provisions applicable to Transactions in financial instruments, in particular the provisions of the General Conditions Investments, neither the Client nor the User may revoke an Transaction which the User has carried out using his means of accessing or signing ING Investing.

**6.6.** By means of the information that it receives in accordance with point 7.3 of these ING Investing Terms & Conditions regarding the Transactions carried out within the framework of Mobile Investing (in particular, by means of its account statements), the Client or the User should verify, on a regular basis and at least once a month, the correct receipt, acceptance or refusal and, where appropriate, the correct execution of the Orders that it has given by means of the User's means of access or signature via ING Investing. In the same way, the Client or the User should regularly check, at least once a month, the regularity of the bookings made in connection with ING Investing.

In addition, the Customer or User who has activated ING Investing must regularly check, at least once a month, the messages made available by ING, in particular for the purposes of point 3.1.2.

The Customer or User is obliged to inform ING of the following:

**1.** the settlement, in its statements of account or other documents on a Durable Medium that it receives upon receipt, acceptance or execution of its Transactions in accordance with point 7.3 of these ING Investing Terms & Conditions, of any Transaction executed without its consent;

**2.** any error or irregularity noted in the account statements or other documents on a durable medium received after the receipt, acceptance or conclusion of its Transaction in accordance with point 7.3 of these ING Investing Terms & Conditions.

This notification must be confirmed in writing by the Customer or the User to ING.

The Customer or the User must notify ING of any complaint relating to a Transaction carried out using ING Investing as soon as he/she becomes aware of it and, in any event, within two months of the date on which the information on the relevant Transaction was made available or, in the absence of such availability, of the date on which the information was provided, whether this concerns account statements or other documents on an electronic or other durable medium, received after receipt, acceptance or carrying out of the relevant Transaction. After this period, the Transaction shall be deemed final and may no longer be disputed.

**6.7.** The User undertakes to return his/her ING Investing access and signature tools upon ING's first request or when he/she no longer uses them because he/she has terminated this Agreement or the powers granted to him/her have been revoked, as the case may be, with the exception of the chip card readers that are the exclusive property of the Customer or the User. .

## **7. ING's obligations with regard to security**

**7.1.** . ING guarantees the confidentiality of the means of access and signature chosen by the User.

**7.2.** ING will refrain from providing any unsolicited means of access and signing for ING Investing, unless it is a replacement of previously provided means.

**7.3.** I. ING will ensure that it provides the User with at least an electronic (possibly e-mail), telephone or written confirmation of the receipt of a Transaction in financial instruments. In addition, after an Order has been submitted, ING shall provide the User or the Customer with an electronic (possibly e-mail) confirmation of acceptance or refusal of the Order and, in the case of acceptance, of the execution or non-execution of the Order.

ING shall periodically provide or make available to the Customer or the User information relating to such Orders by means of account statements or other documents on an electronic or other durable medium.

Without prejudice to the foregoing, ING shall confirm the execution of a Financial Instrument Transaction at the latest on the day following the execution of the relevant transaction in accordance with the General Conditions Investments.

**7.4.** As soon as ING receives the notification referred to in point 6.4. or 6.6. of these ING Investing Terms & Conditions, in accordance with the blocking procedures referred to in the same points, ING will prevent any new use of the means of access and signing for ING Investing.

**7.5.** . ING will provide evidence at the request of the Customer or User and for a period of 18 months from the notification referred to in 6.4 that the Customer or User has actually made that notification.

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

**8.1.** General liability within the framework of ING Investing

**8.1.1.** Without prejudice to any provisions to the contrary in this Agreement, ING shall, in accordance with its general duty of care as defined, inter alia, in the General Regulations of ING , be liable for any serious or wilful misconduct - other than minor misconduct - committed by it, by its employees or its authorised subcontractors in the performance of its professional activities.

ING takes the greatest care to ensure the proper execution of the Agreement. However, except for express provisions to the contrary in the Agreement, the obligations arising from this Agreement and incumbent on ING are only obligations of means.

Save as expressly provided otherwise in the Agreement, ING shall in no event be liable for indirect losses, including, but without limitation, loss of data, loss of earnings, loss of profit opportunities, loss of customers or hoped-for savings, the cost of obtaining an equivalent service or product or damage to image.

**8.1.2.** ING's liability and/or guarantees in relation to the investment services available through ING Investing and, more particularly, the Transactions available through those services, are governed exclusively by the agreements and other contractual terms agreed with the Customer, in particular, but without limitation, in the case of ING, the General Regulations, the General Conditions Investments or the Special Regulations for Transactions in Financial Instruments.

Such Transactions are offered as such via ING Investing, without any additional guarantee or liability on the part of ING arising from their being made

available via such services, except in the case of gross or wilful misconduct on its part or if this Agreement provides otherwise.

**8.1.3** 3 ING shall be liable for any serious or wilful misconduct on its part - other than minor misconduct - in the design of the ING Investing software or the ING database if it has developed them, or in the selection of the software or database if they have been developed by third parties. The liability only covers direct damage that could be caused to the Device, telecommunications, radio or other equipment, software or configurations of the Customer or the User as a result of installing, accessing, downloading or using the software and the database provided by ING or the impossibility of using them.

**8.1.4.** Except in the case of gross or wilful misconduct on its part, and except as otherwise provided in this Agreement, ING cannot be held liable for any direct or indirect loss caused to the Customer, a User or a third party that may arise from the use of ING Investing by the Customer or a User in a way that does not comply with the conditions of access and use of those services laid down in this Agreement.

**8.1.5.** Until receipt of the notification referred to in point 6.4 of these ING Investing Terms and Conditions, and except in the case of gross or wilful misconduct by ING, the Customer will be liable for any direct or indirect loss that may arise for it, for ING or for third parties from any use, unlawful or otherwise, of ING Investing by third parties using a User's means of access and signing.

**8.1.6.** . ING declines all liability, except in the case of gross or intentional negligence on its part or on the part of subcontractors it has authorised, for any damage caused to the Customer or to a User in connection with ING Investing by equipment, networks, equipment or configurations not authorised by ING, in particular as a result of the failure, breakdown or interruption of electronic communications networks or the malfunction or poor configuration of equipment, networks, terminals or Device, computer, telecommunications or radio distribution equipment not authorised by ING.

For the purposes of this point 8, equipment, networks or Devices, equipment or configurations not authorised by ING shall mean equipment, networks, Devices, equipment or configurations purchased by third parties or the Customer or User itself, whether free of charge or for a fee, to enable the Customer or

User to access and use ING Investing and

- that have not been provided by ING or its sub-contractors, and
- that have not been specifically designated by ING as authorised by it; or

Subject to the same reservation, ING declines all liability for direct or indirect loss sustained by the Customer or a User in connection with ING Investing, inter alia as a result of

- acts or omissions attributable in any way to or imputable to third parties, including the Customer or the User, and not recognised by ING, in particular any addition to or change in the ING Investing software and any jailbreak of the Device carried out by the Customer, the User or third parties and not approved by ING;
- legal or regulatory obligations imposed by national or community law, or
- events beyond ING's control, such as acts of government, war, riots, strikes, failure of its own suppliers, damage caused by fire or natural disasters (such as flood, storm, lightning) or any event of force majeure..

Consequently, ING cannot provide any guarantee in relation to ING Investing:

- de beveiliging en de vertrouwelijkheid van de verbindingen via apparatuur, netwerken, terminals of uitrustingen die ING niet heeft goedgekeurd.
- the access, availability and access and response time for ING Investing via equipment, networks, or Devices that have not been approved by ING
- the reliability and technical security of the connections via equipment, networks or devices that have not been approved by ING, in particular in relation to ING Investing including protection against viruses and other harmful computer programmes (e.g. 'spyware') despite the security measures taken by ING; and
- the security and confidentiality of connections via equipment, networks or devices not approved by ING.

**8.1.7.** Without prejudice to any provisions of the Agreement to the contrary, ING undertakes to pass on such Orders to third parties as soon as possible if it is required to do so. ING can in no case be held liable for the detrimental consequences of any negligence or error of the third parties concerned.

ING cannot be held liable if the transfer or performance

of the Customer Orders is delayed or prevented by circumstances beyond its control.

**8.1.8.** The Customer and any of its users must ensure that their computer, telephone, Device and other equipment, software and configurations are compatible with access, download, activation, installation and/or use of ING Investing and, in particular, the software and database made available to them by ING.

## 9. Limits of the Transactions

**9.1.** In relation to ING Investing, the execution of the Transactions is limited to the available balance or securities in the Investment Account.

**9.2.** ING Investing does not offer the possibility of submitting grouped Orders to carry out Transactions in financial instruments by means of a single electronic signature. Each Order shall be signed in accordance with the powers of attorney granted by the Customer to its Users. If they are limited in amount, ING Belgium will apply these limits to the amount of each Order, unless expressly agreed otherwise.

## 10. Assistance and Maintenance of ING Investing

**10.1.** The User may contact the ING helpdesk via the personalised Client Services for any incident or problem of a technical, operational or functional nature relating to ING Investing, in particular relating to the installation and use of the ING Investing app and/or the ING database, or relating to the use of means of access and signing for ING Investing, or which may jeopardise the security of ING Investing.

The ING Client Services can be contacted on the telephone number of the ING Client Services during the opening hours as indicated in the Technical Documentation on the use of ING Investing. The ING Client Services provides its services in Dutch, French or English.

The User can also contact the helpdesk by e-mail (ClientServices@ing.be). When reporting a problem and afterwards, the User will provide all the information useful and necessary to resolve the problem.

**10.2.** The User may not make any correction or change to the ING Investing Software.

**10.3.** ING will make every effort to perform its maintenance tasks within reasonable deadlines. However, in performing its maintenance tasks, it is only bound by a means obligation.

**10.4.** ING is not obliged to perform evolutionary maintenance and cannot therefore guarantee that ING Investing will be adapted to the Customer's or User's own needs and wishes, in particular adaptation to their (mobile) computer or telecommunication system/ Device. The Client and the User must themselves check whether the systems are adapted to the specifications included in the technical documentation on the use of ING Investing.

## 11. Protection of personal data

### 11.1. General Provisions

**11.1.1.** ING protects the personal data of all natural persons, both the User and, if applicable, the Customer, and any other natural person concerned, in accordance with current legislation. ING is the data controller of the personal data of the individuals concerned (e-mail: ClientServices@ing.be).

Personal data communicated or made available to ING are processed by ING in accordance with the European Regulation of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "European Regulation") and in accordance with Belgian data protection legislation and its implementing decrees.

**11.1.2.** In addition to the other data processed by ING (from external sources, public or otherwise) referred to in Article 6 (Protection of personal data) of ING's General Regulations, the personal data of individuals communicated to ING in connection with the conclusion and implementation of this ING Investing Agreement and more particularly in connection with its use, will be processed by ING for the purpose of centralising customer management, account management, asset management (investments), marketing (including studies and statistics) of banking, financial services (including leasing), global vision of the Customer, monitoring of the rules of conduct and, if necessary, the processing of personal data. a.o. studies and statistics) of banking, financial (a.o. leasing) (unless the natural person concerned objects), global vision of the Customer, control of the regularity of Transactions and prevention of irregularities.



They are also processed by ING for the other processing purposes (secondary purposes where applicable) referred to in Article 6 (Personal Data Protection) of ING's General Regulations.

Data relating to individuals managed by intermediaries (independent agents or brokers) of ING, in particular data relating to their financial Transactions, are also processed by ING in order to ensure compliance with their legal, regulatory (including the obligations resulting from a circular of the FSMA/NBB) or contractual obligations, including any obligation of exclusivity vis-à-vis ING.

Data communicated at the initiative of individuals to Other ING Group companies, whether or not established in a member state of the European Union, will be processed by the latter in accordance with the information provided by such companies on the protection of personal data.

**11.1.3.** Such data are not intended to be communicated to third parties other than:

- the persons designated by the natural person concerned,
- ING's independent agents acting in its name and on its behalf,
- companies whose intervention is necessary or useful for achieving ING's objectives as stated in point 11.1.2:
  - Swift BVBA (in Belgium), as well as the payment clearing and settlement institutions (Uitwisselingscentrum en Verrekening vzw or "UCV", Systèmes technologiques d'échange et de traitement SA ("STET"));
  - for the reading of chip cards (Card Reader): Gemalto SA (established in France);
  - for the archiving of your data in "paper" or electronic form: OASIS Group (in Belgium);
  - For electronic management and IT management (including security): the ICT suppliers such as Unisys Belgium SA (established in Belgium), IBM Belgium BVBA (established in Belgium), Adobe (established in Ireland), Contraste Europe VBR (established in Belgium), Salesforce Inc. (established in the USA), Ricoh Nederland BV (established in the Netherlands), Fujitsu BV (established in the Netherlands), Tata Consultancy Services Belgium SA (established in Belgium and India), HCL Belgium NV (established in Belgium), Cognizant Technology Solutions Belgium NV (established in Belgium), Getronics BV (established in the Netherlands), ING Tech Poland (established in Poland) ;

- for marketing activities: Selligent NV, Bisnode Belgium NV et Social Seeder BVBA (all established in Belgium) as well as, if applicable, external call centres (in particular in the context of surveys);
- For the management of cookies on ING Investing ("Third Party Cookies"): Adobe (based in the United States), Relay42 BV (based in the Netherlands), Webtrekk GmbH (based in Germany), ADMO, Doubleclick Inc, Google Ireland Ltd (based in Ireland), Facebook Ireland Ltd (based in Ireland), Medallia Inc (based in the United States);
- for the activities of digital assistants, such as Chatbots, Callbots and Voice Assistants, as part of the ING Client Services: Google Ireland Ltd (based in Ireland) (in particular for the recognition of the intention and intonation of the Customer or other data subjects) and Twilio Ireland (based in Ireland)
- the companies of ING Group, whether or not established in a member state of the European Union,
- the other partner companies of ING Belgium (list available on request), established in a member state of the European Union, in whose name and on whose behalf ING Belgium offers products or services, in the event of subscription or interest on the part of the data subjects;
- competent authorities, more specifically the Central Contact Point of the National Bank of Belgium, referred to in Article 5 of the General Regulations for the Operations of ING Belgium;
- the credit institutions, financial institutions and equivalent institutions referred to in Article 5.6 of ING Belgium's General Regulations, under the conditions stipulated in this Article;

**and this in accordance with the provisions mentioned below.**

For example, data relating to the Customer and other individuals concerned may be transferred to an EU country which is not a member state and which may or may not guarantee an adequate level of personal data protection (e.g. payment data transferred to Swift BVBA, which is stored in the United States and is subject to US legislation, data transferred to ING Group companies which are not established in an EU member state, etc.).

Data relating to the Customer and other natural persons concerned is exchanged between existing or future companies of the banking, finance and insurance group ING, whether established in a Member State of the European Union or not.

ING Group is a group of companies engaged in banking, insurance, leasing, asset management and/or related activities. Any individual may request from ING an up-to-date list of the companies of ING Group established in Belgium, in another member state of the European Union or in another third country and which participate in the exchange of data relating to the Customer and other data subjects. Such companies have undertaken to ensure the best possible protection of the personal data exchanged and are bound by a confidentiality obligation in respect of such data.

The purpose of data exchange between ING Group companies established in another Member State of the European Union is to enable the companies participating in it to conduct centralised customer management, have an overall view of the Customer, carry out studies, statistics and/or marketing campaigns (excluding advertising by e-mail unless the person concerned gives their consent and objects), offer or provide the aforementioned services and monitor the regularity of Transactions (including the prevention of irregularities). These companies may also pursue the same compatible secondary purposes as those listed for ING in Article 6.1.4. of ING's General Regulations.

Similarly, data on natural persons required for compliance by ING Group companies, whether or not established in a Member State of the European Union, with legal or regulatory provisions (including those resulting from a circular of the competent supervisory authority) concerning the duty of care towards customers, the prevention of the use of the financial system for money laundering and terrorist financing, and the prevention of proliferation financing of weapons of mass destruction, are exchanged between these companies for these purposes. ING Bank NV (Bijlmerplein 888, 1102 MG, Amsterdam Zuidoost, the Netherlands), which acts as a co-responsible party for the processing, manages data exchanges within those ING Group companies that participate in the exchange of data relating to natural persons for the aforementioned purposes.

The Belgian or foreign (e.g. American) judicial (police, prosecutor, examining magistrate, courts) or administrative authorities, including control bodies for banking and financial activities (National Bank of Belgium/FSMA), may, in cases provided for by local legislation or regulations (in particular with a view to preventing terrorism), require ING or a company to which ING has transferred data in accordance with the above, to communicate all or part of the personal data of private individuals (for example, data relating to

Payment Transactions). For example, certain data are communicated to the central contact point (CAP) and the credit centres of the National Bank of Belgium, in accordance with Article 5 of ING's General Regulations. However, ING only transfers data to a country which is not a member of the European Union and which does not guarantee an adequate level of protection in the cases provided for by the legislation applicable to the protection of personal data, for example by providing for appropriate contractual clauses as stated in Article 46.2. of the European Regulations. A copy of the agreements is available by contacting the Data Protection Officer of ING mentioned in point 11.1.6.

**11.1.4.** Any natural person may access the data relating to them and processed by ING, another company of ING Group established or not in a member state of the European Union and, where appropriate, request that incorrect data be corrected. He may also request the deletion of such data or the restriction of processing or object to the processing of such data. Finally, every natural person has the right to the portability of data.

The natural person concerned may at any time, free of charge and on request, object to the processing of data relating to him or her:

- against the processing of data relating to him for the purposes of commercial canvassing ('direct marketing');
- to the exchange of his/her personal data between ING Group companies in a member state of the European Union for the purpose of direct marketing;
- against the processing of personal data relating to him/her for statistical purposes for reasons connected with his/her particular situation, without ING or the other ING Group company concerned being able to contest the exercise of such a right

**11.1.5.** The personal data of the individual concerned are processed by ING and the other companies of the ING Group, whether or not established in a member state of the European Union, in strict confidentiality. However, given that electronic communication networks, and more particularly the Internet, do not offer total security, the protection of personal data can only be guaranteed if personal data are transmitted via communication channels explicitly indicated by ING as being secure.

**11.1.6.** For any additional information relating to the processing of personal data by ING and, in particular, to automated individual decision-making taken by ING (including profiling), the purposes for which the



data are intended, the lawfulness of the processing, the processing of sensitive data, the protection of the premises with security cameras, the obligation to provide personal data, the conditions and methods for exercising the rights of any person concerned and the storage of the data by ING, the data subject may consult the following:

- Article 6 (Protection of personal data) of ING's General Regulations, and
- the "ING Belgium Personal Data Protection Statement", included in the ING Investing app.

For any question relating to the processing of personal data by ING, any concerned person can contact ING via the usual communication channels of ING:

- by logging on to ING Investing and, if appropriate, by sending a message with the reference "Privacy" via these services,
- by contacting the ING branch or the contact person at ING,
- by calling the following telephone number: +32.2.464.60.02,
- by filling in an online form at [www.ing.be/contact](http://www.ing.be/contact) with the reference "Privacy".

In the event of a complaint relating to the processing of personal data by ING, the data subject may contact ING's Complaint Management Department by submitting an application with the reference "Privacy" and attaching a copy of his/her identity card or passport. This can be done

- by sending a letter to the following address: ING Belgium, Complaint Management, Cours Saint-Michel 60, B-1040 Brussels
- by e-mail to the following address: [klachten@ing.be](mailto:klachten@ing.be)

If the data subject is still dissatisfied or would like additional information on the protection of personal data, he or she may contact ING's Data Protection Officer (also referred to as the "DPO"):

- by writing to the following address: ING Privacy Office, Cours Saint-Michel 60, B-1040 Brussels
- by e-mail to the following address: [ing-be-PrivacyOffice@ing.com](mailto:ing-be-PrivacyOffice@ing.com)

Any data subject also has the right to lodge a complaint with the competent data protection supervisory authority, i.e. for Belgium, the Data Protection Authority (rue de la Press 35, 1000 Brussels; [www.gegevensbeschermingsautoriteit.be](http://www.gegevensbeschermingsautoriteit.be)).

## 11.2. ING Investing

### 11.2.1 Cookies and other similar technologies

Certain places in the ING Investing services use 'cookies' and other similar technologies (pixels and encrypted/ hashed e-mail addresses) to make those Services more effective and provide a better service to the User. A "cookie" is a text file containing information about the behaviour of the person visiting a website. A cookie is created by a software program on the server of the website, but stored on the hard disk of the computer system of the visitor of that website. During a subsequent visit to the website, the contents of a cookie can be retrieved by the website.

The cookies created when using the ING Investing Services ensure that the Services are tailored to the specific interests of each User, who can be identified using those cookies or other similar technologies. The cookies contain data about the User, including the selected language or currency, so that they do not have to re-enter that data each time they use ING Investing. They record data about the pages of ING Investing services that the User has visited and are intended, inter alia, to establish information sessions, in particular by recording the information that the User provides in successive forms, and to avoid the User being repeatedly shown the same advertisements or other messages.

Moreover, the data on the User that the cookies store or that other similar technologies collect are processed by ING Belgium to produce statistics on the ING Investing services, to analyse your behaviour on our pages and to improve the content of our services. Cookies and similar technologies also help us, subject to your consent, to show you more interesting and personalised content and advertisements.

Cookies are stored on the User's computer system for a maximum of 3 years.

If the Internet browser is configured to accept cookies, the User may configure his/her Internet browser to inform him/her each time a cookie is sent or to prevent cookies from being stored on his/her hard drive. However, ING Belgium cannot guarantee the User access to ING Investing if he/she refuses to accept cookies.

More information on the processing of personal data by ING Belgium using cookies and other similar technologies and on the rights that each User has in this regard can be found in ING Belgium's "Cookie

Policy”, which is available on the [www.ing.be](http://www.ing.be) website and in the ING Investing app.

### 11.2.2 Environmental variables

While the User is using the ING Investing, the following personal data, called “environment variables”, are sent to ING and registered there through the User’s Device:

- his/her TCP/IP address (identification number on the internet of the computer system used by the User);
- the brands and versions of the mobile computer system used (Android device, iPad, iPhone, iPod Touch, etc.) and its operating system;
- the serial number of the mobile computer system used (UDID);
- the language chosen by the User;
- the pages of the ING Investing app consulted by the User.

ING processes the latter data in order to take into account the specific configuration of the mobile information system used by the User and to send him the Internet pages requested in the correct format. Moreover, they are processed in order to produce statistics on the ING investing app and to improve the content of the app.

### 11.3 ING Client Services

Telephone calls made as part of the ING Client Services are recorded. ING Belgium systematically stores these recordings and the data they contain for the purposes of:

- Processing the Customer’s or User’s Transactions and monitoring the services provided for the Customer’s benefit and/or at the Customer’s request in terms of account and payment management, loans, payments, asset management (investments) or insurance;
- The central management of the clientele and the global vision of the Client;
- the control of the Transactions and the prevention of irregularities. .

The Customer or, where appropriate, the User may receive telephone calls from ING Belgium for the Transactions they have requested.

Such recordings are retained for a period that does not exceed that necessary to achieve the purposes for which they were made or for which they are subsequently processed. .

Admission to ING Investing implies that the Customer and the User agree to the recording of all telephone calls made by the User in connection with the ING Client Services, in accordance with what is stated above.

### 11.4. Storage and digital fingerprint recognition or facial recognition

While the User is using ING Investing, the following personal data, called “environment variables”, are sent to ING Belgium and registered there via the User’s Device:

- the serial number of the Device used (UDID);
- the language chosen by the User;
- the pages/screens of ING Investing consulted by the User.

ING processes the latter data in order to take into account specific elements of the configuration of the Device used by the User and to be able to send him the requested pages in the correct format. In addition, they are processed in order to produce statistics on ING Investing and to improve its content.

If the User uses the digital fingerprint recognition function (e.g. iOS Touch ID) or facial recognition function (e.g. Apple’s iOS Face ID), his/her fingerprint or face will be scanned by the digital fingerprint reader or the camera of the Device, and only the confirmation or non-confirmation of the validation of the User’s fingerprint or face by the digital fingerprint recognition function or facial recognition will be communicated to ING within the context of ING Investing. ING therefore has no knowledge of the User’s digital fingerprint or face or of its representation as recorded by the digital fingerprint recognition function or by the face recognition function. Moreover, for the purposes of the digital fingerprint or face recognition function, ING only sends a request to confirm the validation of the digital fingerprint or face of the User, without disclosing his/her personal data. ING will therefore not communicate any personal data of the User to the digital fingerprint or face recognition function.

## 12. Proof of Operations

The provisions of this point 12 are without prejudice to the Customer’s right to provide proof to the contrary by any means whatsoever, or to the liability arrangements referred to in points 5. and 8. of these ING Investing Terms and Conditions.

They will also be without prejudice to mandatory or public policy provisions containing special rules on authentication, registration and/or booking of Transactions.

### 12.1. Proof of transactions in general

**12.1.1.** Without prejudice to Section 6.6, ING undertakes, in the event of a dispute about a Transaction resulting from an Order placed by a User using its means of access and signature for ING Investing, to provide proof that the Transaction was correctly authenticated, registered and booked and was not affected by a technical incident or other malfunction.

For all Transactions executed pursuant to an Order transmitted through ING Investing, such evidence shall be provided by producing an extract from the log or the recordings on computer medium of the Transactions made by ING's electronic systems or those of ING's subcontractors, if any.

The Parties acknowledge the evidential value of the aforementioned journal tape and recordings on a magnetic or computer carrier. The contents of the journal tape and the recordings may be reproduced on paper, microfiche or microfilm, on magnetic or optical disk, or on any other data carrier. Such a reproduction shall have the same evidential value for the Parties as an original document. The Customer may request that ING authenticate any reproduction that it considers to be proof.

**12.1.2.** ING shall keep an internal record of the Transactions carried out as a result of an Order given using ING Investing for a period of at least five years from the date on which the Transactions were executed, without prejudice to other legal or regulatory provisions concerning the provision of documentary evidence.

**12.1.3.** Without prejudice to legal or regulatory provisions of mandatory or public order, all notifications made by ING under the Agreement may be validly effected by means of a simple letter or electronic dispatch, a message integrated with the account statements or, in the case of ING Investing, an electronic message.

### 12.2 ING Investing

**12.2.1.** In relation to ING Investing, each Order will be signed electronically by a User using the signing tools of ING Investing.

The Customer and User accept that by using the means of signature of ING Investing, an electronic signature is created that satisfies the legal requirements with respect to evidence.

**12.2.2.** For all Transactions executed using ING Investing, the Customer accepts that the electronic signature by means of a User's signing means - which is validated and recognised by ING's electronic systems as emanating from that User - placed to approve the Order and the Order to which that signature is attached together satisfy the legal requirements of a signed document and bind the Customer as such.

The Customer accepts that, insofar as ING's electronic systems validate and recognise the User's electronic signature as emanating from the User, all Orders signed electronically by the User and received by ING through ING Investing constitute valid and sufficient proof of its consent to the existence and content of the relevant Order and of the correspondence between the content of the Order as submitted by the User and the content of the Order as received by ING.

## 13. Pricing and costs

**13.1.** The charges that may apply to the use of the services available via ING Investing are set out in the 'Charges applied for the main investment services and transactions' tariff folder published by ING and available, inter alia, from all ING branches and via the ING website and other electronic information services.

They will also be communicated to the Customer before he concludes this Agreement. The published rates apply only on the date on which they are provided.

They do not constitute an offer by ING unless they are notified to the Customer in a contract to subscribe to services or are referred to in the contractual documents referred to in 4.1.2 of these Terms and Conditions.

**13.2.** Subject to the possible application of a separate charge for automated Transactions, the execution of Transactions transmitted by means of ING Investing shall remain subject to the charges applicable to such Transactions.

**13.3.** The Client authorises ING to automatically debit all costs that are payable under the applicable rates for a service provided through ING Investing from the account agreed for the relevant service. If the agreed account is closed, the Customer must provide another account to ING Belgium. If not, ING

will designate another account ex officio and at its discretion from which the above charges will be automatically debited. In this case, the Customer will be informed by means of a notice included in the account statements and will have at least two months from the date on which the notice included in the account statements is made available to inform ING Belgium of an alternative account. If ING is not notified of an account within the above-mentioned period, the above-mentioned charges will be automatically debited at the end of that period to the designated account automatically specified by ING, without prejudice to the Customer's right to request a subsequent change to the designated account.

In addition, for transactions carried out when using ING Investing, the Customer authorises the agreed account for which the Transaction is carried out to be debited automatically with any charges applicable to such Transactions.

In both of the above-mentioned cases, the Client undertakes to ensure that his account balance is sufficient at the time of the Order via ING Investing;

**13.4.** The costs of telephone calls (including the costs relating to calls to the ING Client Services and the costs relating to the purchase, installation and operation of his/her telephone or other equipment and software as well as the costs relating to accessing and using electronic communications networks to access and use ING Investing are borne by the Customer or the User.

## **14. Licence to use ING Investing software and database**

Without prejudice to the provision of ING Investing to the User as stipulated in the Agreement, ING or the person who has granted the rights of use to ING, as the case may be, reserves the ownership of all property rights and all intellectual property rights (including rights of use) in both the ING Investing software and database and in all elements comprising them, including but without limitation the texts, illustrations and other elements included in the ING Investing software and/or database.

### **14.1. ING Investing Software**

**14.1.1.** For the duration of this Agreement, the User will be granted a strictly personal, non-exclusive and non-transferable licence to use the ING Investing Software in its object code version that is directly readable by the Device available to the User. No ownership or intellectual rights are transferred to the User. The Licence will

only give the User the right to install the ING Investing Software on all Devices to which the User has access and to operate that software in accordance with its purpose as provided for in the Agreement.

**14.1.2.** Any reproduction of the ING Investing Software, in whole or in part, permanently or temporarily, by any means and in any form, any translation, adaptation, rearrangement, any other modification and correction of errors in the ING Investing Software, as well as the reproduction of the resulting computer program, is subject to the prior written consent of ING.

However, the User shall be entitled to download, display, transmit or store the ING Investing Software as necessary to use the ING Investing for its intended purpose. The reproduction of the code or the translation of the form of the code of the ING Investing Software is subject to the prior and written authorisation of ING, even if the acts are indispensable to obtain information necessary for the compatibility of the ING Investing Software with the software of third parties, the information being accessible to the User at ING. Without prejudice to the foregoing, the source codes of the ING Investing Software will not be communicated to the User.

**14.1.3.** The provisions of this Section 14.1 apply not only to the ING Investing Software as a whole but also to all of its components..

### **14.2. ING Investing Database**

**14.2.1.** For the duration of this Agreement, the User is granted a strictly personal, non-exclusive and non-transferable licence for the use of the ING Investing Database.

No property or intellectual rights are transferred to the User. The licence only entitles the User to access the ING Investing Database from all Devices to which the User has access and to operate that database in accordance with its purpose as set out in the Agreement.

**14.2.2.** Any extraction and/or reuse of all or a qualitatively or quantitatively substantial part of the contents of the ING Investing Database is strictly prohibited.

Similarly, the repeated and systematic extraction and/or reuse of insubstantial parts of the contents of the ING Investing Database are not permitted if this is contrary to normal use of the ING Investing Database or unreasonably prejudices the legitimate interests of ING.



### 14.3. Trademarks, trade names and logos

Trademarks, trade names and logos, whether registered or unregistered, contained in the ING Investing Software and Database are the exclusive property of ING or Other ING Group Companies and may not be reproduced except with the express and prior written consent of ING or Other ING Group Companies concerned..

### 15. Links from ING Investing

Except in the case of gross or intentional negligence or misconduct on its part, ING provides no guarantee and assumes no liability for the links created from ING Investing to third-party websites, nor for the content of those websites. The User visits the websites entirely at his/her own risk and should be aware that they may be subject to other conditions of use, other provisions relating to the protection of personal data and/or, in general, to other rules than those applicable to ING Investing. ING is not liable for compliance by those websites with the applicable legislation and regulations.

### 16. Communications from Users

Any communication of data, questions, remarks, ideas or suggestions sent by the User to ING by e-mail (to the address info@ing.be) or by any other means will be considered as non-confidential, subject to ING's duty of confidentiality in the context of its banking activity and in compliance with the User's legal rights, in particular those arising from the legislation on the protection of personal data. Subject to these same conditions, any communication may be re-used, copied, modified and redistributed by ING in the European Union, in whole or in part, in any form, by any means and for any purpose, for a period of five years from the date of its transmission, without compensation.

### 17. Availability of ING Investing

**17.1.** To the extent that its resources and the limitations set out in this Agreement allow, ING will endeavour to ensure that ING Investing is accessible 7 days a week and 24 hours a day.

**17.2.** ING is not, however, committed to providing continuous, uninterrupted and secure access to ING Investing.

ING also reserves the right, without being liable for any compensation to the Customer, to interrupt, at any time

and in urgent cases, access to all Users to all or part of ING Investing in order to carry out maintenance work, to make improvements or changes to ING Investing or to solve any technical incidents or failures in ING's electronic systems (including telecommunications systems). ING will inform the Customer or the User of such interruptions and the reasons for them, by any means it considers appropriate, if possible before the interruption or otherwise immediately afterwards, unless the provision of such information is not possible for objective security reasons or is prohibited by current legislation. ING shall do its utmost to limit the duration of such interruptions and to inform the Users of their duration by any means it deems appropriate.

Furthermore, both Parties will cooperate within the limits of their possibilities and resources to take all necessary measures to end any technical incident or malfunction of ING Investing as quickly as possible.

Without prejudice to its right to additional compensation for any losses, ING also reserves the right to block the Customer's account(s) at any time, as well as to deny any User access to all or part of ING Investing for objective reasons relating to the security of the services and/or the means of accessing and signing ING Investing, or if it is suspected that the Customer's accounts, services and/or the means of accessing and signing ING Investing have been used in an unauthorised or fraudulent manner. If ING exercises this right, it will inform the Customer or the User by letter, by an integrated message in the account statements or by any other means that ING considers appropriate in view of the circumstances, if possible before the account(s) and the access are blocked and otherwise immediately thereafter, unless providing this information is not possible for objective security reasons or is prohibited by applicable legislation. If the reasons for blocking no longer apply, ING will restore access.

### 18. Term of the ING Investing Agreement Deactivation and termination of the agreement

**18.1.** The ING Investing Agreement takes effect on the day on which the User makes use of the ING Investing app and is concluded for an indefinite period until it is cancelled. Once activated in accordance with section 4.1.3. of these ING Investing Terms and Conditions, ING Investing will remain activated for an indefinite period until it is deactivated, i.e. access to ING Investing is closed, which constitutes closure of ING Investing.

**18.2.** The Client may terminate this Agreement and/or deactivate ING Investing for himself and/or his Users at any time, without any costs or justification. The Users designated as proxies in the 'Management Proxy' documents (electronic or otherwise) or in the various proxy forms (electronic or otherwise) provided by ING, with the exception of duly authorised representatives and proxies, may also deactivate ING Investing at any time, without charge or justification, but only in respect of themselves.

No investment account or investment service agreement can be terminated through ING Investing.

The Technical Documentation on the use of ING Investing may set out conditions, provisions or procedures for deactivation of ING Investing. The Client undertakes to comply with those conditions, provisions and procedures in any case.

In addition, deactivation of the Home'Bank/ Business'Bank services or closure of the subscription to the Home'Bank/Business'Bank services automatically results in deactivation of ING Investing and the ING Banking services, but not vice versa.

**18.3.** ING may, at any time and without justification, terminate ING Investing and/or deactivate it for the Customer and/or its Users by removing the app.

Without prejudice to any applicable statutory provisions of mandatory law or public order, ING may, to the same extent, terminate the ING Investing Agreement at any time and without notice, or suspend performance thereof in full or in part and/or deactivate ING Investing for the Customer and/or its Users, if the Customer and/or its Users fail seriously in their obligations towards ING, or if it is in a situation of cessation of payments, bankruptcy, judicial reorganisation or liquidation or is the subject of similar proceedings, without prejudice to ING's right to claim additional compensation.

ING may also terminate the ING Investing Agreement at any time and without notice and/or deactivate ING Investing for the Customer and/or its Users if the contractual relationship for their respective products or services available via ING Investing ends. The ING Investing Agreement can in that case only be fully terminated by ING with simultaneous closure of the investment accounts and termination of the investment contracts at ING that can be accessed and managed through ING Investing. Otherwise, termination by ING will terminate the ING Investing Agreement solely in respect of relations with the Customer, but not in

respect of other relations between the Customer and ING which are not affected. In this case, deactivation by ING of the Customer and/or its Users of ING's electronic investment service – ING Investing- also applies only to relations with the Customer, but not in the context of other relations between the Customer and ING.

The above provisions are without prejudice to the procedure for blocking access to and signing of ING Investing in accordance with point 7.4 of these ING Investing Terms and Conditions, the interruption of access to ING Investing accordance with point 17.3 of these Terms and Conditions or legal provisions requiring the bank to take special measures in exceptional circumstances.

**18.4** In the event of termination of the agreement for ING Investing or its deactivation, the Client acting as a Consumer will be entitled to the reimbursement of the annual contribution, if applicable, referred to in section 13.1. in proportion to the remaining period, counting from the month following the month in which the agreement was terminated or the services were deactivated.

**18.5.** In the event that the ING Investing Agreement is terminated, suspended or deactivated, the Client will be obliged to comply with the Transactions that were communicated via ING Investing before the termination of the agreement.



## Appendix 1

# Safety regulations for access to and use of ING Investing

### General safety rules for ING Investing:

- Print and save the confirmations of your Operations transmitted through Mobile Investing. Also keep the electronic or written confirmations of the execution or non-execution of your transactions.
- Always check your account statements when you receive them. Report any discrepancy to your bank immediately.
- Only use ING Investing on a Device that is equipped with a firewall, a programme against harmful computer programmes (e.g. 'spyware') and a recent antivirus programme. Also make sure that the software is permanently activated and regularly updated.
- Make sure that your Device (Google Android device or Apple iPad, iPhone, iPod or iPod Touch) is not jailbroken (broken).

### Specific regulations for the use of the PIN for ING Investing:

- Learn your PIN for ING Investing by heart when creating it, without keeping a trace of it.
- When you choose your secret code for your PIN for ING Investing, avoid combinations that are too obvious (for example, part of your date of birth, the postcode of your municipality, the first four digits of your telephone number, your name or first name or that of a family member, etc.).
- If you choose one PIN for all your means of access and signing, that obviously entails risks.
- Your PIN for ING Investing must remain secret: do not share it with anyone, not even a family member, a friend and certainly not with a supposedly helpful stranger.

No one has the right to ask you for your ING Investing PIN: neither ING (except for requests to enter it while using ING Investing), nor the police or insurance companies, in any form whatsoever.

Therefore, never share your secret code, password and/or pin code via e-mail or the Internet (for example, when someone asks you to do so by e-mail) or by telephone without being sure that you are passing them on to your bank via ING Investing.

Beware of scammers and warn your bank immediately if you notice any unusual circumstances.

- Do not write down your PIN for ING Investing anywhere, not even in coded form, for example by hiding it in a false telephone number.
- Use ING Investing in places where discretion is guaranteed. Always make sure that you create and/or enter your PIN for ING Investing out of sight of indiscreet looks.
- Always make sure that nobody can spy on you without your knowledge and, for example, hide the keypad of the telephone, iPad, iPhone, and card reader behind your hand. Do not let anyone distract you and if that is the case, never enter your PIN for Mobile Investing. If you notice any unusual circumstances, immediately inform your bank in accordance with article 6.4 of these ING Investing Terms & Conditions.
- If you have good reason to believe that your ING Investing PIN is no longer confidential, change it immediately. If you cannot change your ING Investing PIN, immediately inform your bank in accordance with article 6.4. of these ING Investing Conditions.

### Specific requirements for the digital fingerprint recognition feature (e.g. Apple's iOS Touch ID) or face recognition feature (e.g. Apple's iOS Face ID) for Mobile Investing:

- Activate the digital fingerprint recognition or face recognition feature for Mobile Investing only on a Device where you are the only User and only register your own digital fingerprints or face on that mobile computer system.

