

# General Regulations

1 July 2017



## I. General Principles

### Art. 1 – Scope of application

ING Belgium SA/nv, avenue Marnix 24, B-1000 Brussels, Belgium, hereafter "ING", is a bank licensed as a credit institution by the National Bank of Belgium ("NBB"), Boulevard de Berlaimont 14, 1000 Brussels, ([www.bnb.be](http://www.bnb.be)) and supervised by the BNB as well as the Financial Services and Markets Authority ("FSMA"), rue du Congrès 12-14, 1000 Brussels ([www.fsma.be](http://www.fsma.be)).

ING works in particular with independent agents who act in the name of and on behalf ING and whose details are kept on file in Belgium in the FSMA's register of agents providing banking and investment services.

These General Regulations (hereafter "the Regulations") concern all transactions or all services performed by or with the involvement of ING and form an entirety together with the Special Regulations for Trading on Financial Instruments which are an integral part, and its appendices (the General Terms and Conditions of Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch and Payconiq for ING services, the General Terms and Conditions of the "Zoomit ING" service of Home'Bank/Business'Bank services, the General Terms and Conditions for the use of the ING Document Centre, the General Terms and Conditions of the ING Access Card and the ING Charter for the Protection of Privacy).

The business relationships between ING and its Clients are governed by the provisions indicated below in an order of priority with regard to their applicability:

- The special agreements and, where appropriate, their appendices
- The special regulations and, where appropriate, their appendices
- These Regulations including the Special Regulations for Trading in Financial Instruments which are an integral part, and their appendices (the General Terms and Conditions of the Phone'Bank, Home'Bank/Business'Bank and Smart Banking Services as well as the General Terms and Conditions of the "ING Zoomit" Service of the Home'Bank/Business'Bank Services).
- Generally accepted banking customs.

These provisions govern all such relationships, even occasional, including those business relationships transacted with ING's offices abroad, subject to the

mandatory provisions of the applicable legislation. The provisions of the Regulations may be amended under the terms and conditions defined in Article 58.

### Art. 2 – Professional code of ethics and mutual confidence

The business relationship between the Client and ING is based on mutual trust.

ING undertakes to abide by all the legal, statutory or other provisions which define the professional code of ethics and conduct applicable to the exercise of banking activities.

It shall do its utmost to execute the agreements concluded with the Client, the Transactions carried out on his/her/its behalf and instructions he/she/it has given.

Within the limits of its competence and activities, it may provide Clients with advice at their request. For their part, Clients contribute fully to the smooth working of their relationship with ING, in particular by providing the latter with all useful information, in such a manner that it can assist them efficiently and fulfil its mission correctly.

ING may only be compelled to conclude a contract, to carry out a Transaction or to execute an instruction provided such action is in accordance with legal or statutory provisions, or with commitments it has entered into pursuant to agreements with the Client.

### Art. 3 – Liability

ING may be held liable for any serious misconduct or deliberate transgression - with the exception of minor shortcomings - committed by itself or its employees when carrying out its professional activities. Without prejudice to the special legal provisions, no contractual provision can exempt ING from such liability.

### Art. 4 – Prescription

Without prejudice to any statutory or contractual provisions which stipulate a shorter period, the right to institute proceedings against ING is forfeited after three years, whatever the grounds - contractual or extra-contractual - of the Client's action. Such period runs from the date of the Transaction or act which gives rise to the dispute.

### Art. 5 – Professional discretion

#### 5.1. General principle

ING is bound to observe professional discretion.

## 5.2. Legal communications to legal or administrative authorities.

Naturally ING is required to disclose information on him/her/it, where it is required to make such a disclosure by a Belgian or foreign legal or statutory provision, in particular where such disclosure is required by an administrative or legal authority or by a supervisory body of banking activities in Belgium or abroad.

## 5.3. Mandatory disclosure to the Central Point of Contact of the National Bank of Belgium

Certain Client data is communicated to the central point of contact (hereafter the "CPC") held by the National Bank of Belgium (14 Boulevard de Berlaimont, 1000 Brussels) in accordance with the royal decree of 17 July 2013 on the operating of the central point of contact referred to in Article 322 § 3 of the 1992 Income Tax Code.

All Belgian banking, exchange, credit and savings institutions are required to disclose the following information about each Client to the CPC, from 1 January 2014:

- a) the identification number in the national register or, failing this, the surname, official first forename, date and place of birth (or failing this, the native country) of the Client in the case of private individuals, the Client's registration number with the Crossroads Bank for Enterprises in the case of legal entities registered with the latter or the name, legal form and country of establishment for other persons.
- b) the registration number with the Crossroads Bank for Enterprises of ING
- c) the closing date of the calendar year to which the disclosed data relates
- d) the International Bank Account Number ("IBAN") of each account (jointly) held by the Client with the relevant financial institution
- e) within the limits stipulated by the aforementioned royal decree of 17 July 2013, the following types of contracts which were concluded by the beneficiary with ING and which were in effect at any time during the year referred to in point c) above: mortgage loan contracts, instalment loan contracts, contracts relating to investment services and/or activities and the holding for the Client's needs of current or renewable term deposits pending allocation to the acquisition or restitution of financial instruments, contracts by which ING makes funds available to private individuals or legal

entities or undertakes to make funds available to a company, provided such funds are repaid on the due date, or stands surety for a company.

The aforementioned data shall be communicated each year to the CPC by the latest on 31 March of the calendar year following the year to which the communication relates. The data referred to in the above points a), b), c) and d) is also communicated to the CPC for the calendar years 2010, 2011, 2012 and 2013, by the latest on 1 February 2014 for the calendar years 2010, 2011 and 2012, and by 31 March 2014 for calendar year 2013.

Such data shall be recorded in the CPC and held for a period of 8 years from the closing date:

- With regard to the data referred to in the above point a): of the last calendar year in relation to which such identification data was communicated to the CPC
- With regard to the data referred to in the above points b), c), d) and e): of the calendar year in relation to which the account bearing the IBAN number or the final contract of the type communicated to the CPC was closed or terminated.

Every Client is entitled to inspect data held in his/her name by the CCP at the National Bank of Belgium. He/she can also request the correction and deletion of incorrect data held in his/her name by the CCP. This right must be exercised through ING if the latter has disclosed the data concerned to the CCP.

Information disclosed to the CPC can only be used either to determine the amount of the Client's taxable income, or to establish the Client's assets to collect withholding tax and other taxes due on principal and any additional amounts, tax increases and administrative fines, interest and charges.

## 5.4. Mandatory disclosures to the Belgian Central Corporate Credit Register.

In credit matters, some Client data can be recorded with the credit services of the National Bank of Belgium, in accordance with the current legal provisions. In this way ING communicates, in particular, data relating to credit contracts and other financial undertakings which comes under the scope of application of the law of 4 March 2012 relating to the Central Corporate Credit Register, to the beneficiaries of such contracts and resulting defaults, to the Corporate Lending Service of the National Bank of

Belgium, 14 boulevard de Berlaimont, 1000 Brussels.

The term "credit contracts and other financial undertakings" mean, in particular, any credit agreement or any unauthorised overdraft facility on an account (Art. 2,6° of the law). Where appropriate, payment defaults resulting from such credit contracts and other financial undertakings are also recorded in the Central Corporate Credit Register. The Credited Parties in question are private individuals who reside in Belgium and legal entities established in Belgium.

The purpose of such recording in the Central Corporate Credit Register is the due assessment, firstly, by financial institutions, of the risks linked to the granting of credit and, secondly, by the supervisory authority of the risks borne by the financial sector.

The data thus recorded is kept up to one year after the last calendar day of the month to which the data communicated relates for the purpose of consultation. Nonetheless the National Bank of Belgium is entitled to keep the data for a longer period for scientific or statistical purposes after the data has been recorded or for the purpose of its activities.

Each person, whether private individual or legal entity, recorded is entitled to access the data recorded in his/her/its name with the Central Corporate Credit Register (with the exception of the data stipulated by the law) and to request rectification of erroneous data recorded in his/her/its name.

#### 5.5. Mandatory disclosure to the file of non-regulated registrations

In accordance with an agreement concluded with the National Bank of Belgium, the data relating to a Client, private individual, as well as their credit contracts and other financial undertakings as well as payment defaults linked to the latter are booked in the file of non-regulated registrations (the "ENR file") held by the National Bank of Belgium (Boulevard de Berlaimont, 14, 1000 Brussels).

The term "credit contracts and other financial undertakings" mean, in particular, any credit agreement or any unauthorised overdraft facility on an account. The aforementioned data is only communicated to the ENR File of the National Bank of Belgium in the event of payment default by the Client. The relevant Clients are only private

individuals who reside or not in Belgium.

The purpose of such booking in the ENR File is to prevent private individuals becoming over indebted by supplying credit providers with information on credit contracts and other financial undertakings for which a payment default has been recorded.

The ENR File keeps the data for the aforementioned purposes for:

- Twelve months from the date of settlement of the credit contract or financial undertaking,
- A maximum of ten years from the date of the payment default, whether the credit contract of financial undertaking has been settled or not.

Any private individual whose data is booked in the ENR File has a right of access and, where appropriate, rectification. Any private individual is entitled to access the data relating to them in the ENR File by sending a request together with a photocopy of the back and front of their identity document. Such request must be made in writing (National Bank of Belgium, The Central Individual Credit Register, boulevard de Berlaimont 14, 1000 Brussels) and never by phone. They are also entitled to have any wrong data which has been recorded rectified or deleted booked in their name provided they enclose a document substantiating the justification of their request. The right to access, rectification or deletion of wrong data must be exercised personally, either through a lawyer, a minister or officer of the peace in connection with the execution of the credit contract or the financial undertaking.

#### 5.6. Communications to other companies

By the very existence of his/her/its business relationship with ING, the Client also accepts that all information and data necessary or useful for the due performance of financial or insurance Transactions is recorded in the databases of ING and of the other companies of the ING banking and insurance group established in the European Union (see Article 6.2), as well as the databases of third parties (Swift SCRL/bvba, MasterCard Europe SPRL/bvba, Atos Worldline/EquensWorldline nv/SA, insurance companies, etc.) whose involvement is necessary or useful to achieve the aforementioned purpose.

Furthermore, the Client data required for the companies of the group ING established or not in another Member State of the European Union to respect the legal or statutory provisions (including those stemming from a FSMA/NBB circular) relating

to the duty of vigilance towards clients, to the prevention of the use of the financial system for the purposes of money laundering and the funding of terrorism, and the prevention of the funding of the proliferation of weapons of massive destruction, is also exchanged between such companies for these purposes. ING Bank NV (Bijlmerplein 888, 1102 MG, Amsterdam Zuidoost, The Netherlands) manages the exchange of data within the companies of the group ING which participate in the exchange of data relating to the Client for the aforementioned purposes.

#### 5.7. Legal obligations relating to the automatic exchange of financial information with other countries

The law of 16 December 2015 "governing the disclosure of information on financial accounts, by Belgian financial institutions and the SPF Finances, under an automatic exchange of information at an international level and for tax purposes" (the so-called "AEOI" law) transposes into Belgian law, the European and international texts which organise an automatic exchange of information system with other countries for tax purposes, notably the system set up by the OECD "Common Reporting Standard" (the CRS) and the system set up by the intergovernmental agreement concluded between Belgium and the United States of America with regard to the American "FATCA" law (initials of Foreign Account Tax Compliance Act).

For each private individual and legal entity (joint) holder of one or several accounts as well as private individuals who control the legal entity, and must compile a statement (i.e. the "relevant person" under this Article 5.7) and whose fiscal residence is established in a State other than Belgium which participates in the automatic exchange of information system with Belgium, the Belgian financial institutions must, pursuant to such law, communicate to the Belgian tax authorities - who will in turn transmit it to the tax authorities of the State of fiscal residence of the relevant person - certain financial information linked to such account(s) managed directly or indirectly (as ultimate beneficiaries).

To determine whether such communication of financial information is required or not, ING must first determine whether the relevant person is declarable or not, in accordance with the identification principles stipulated by the law of 16 December 2015, notably on the basis of indices. In order to determine the declarable status or nor of the

relevant person, ING must - if necessary - ask the relevant person in which State their fiscal residence is located and ask them to provide any documents which substantiate proof of such fiscal residence in such State and/or to complete and sign the specific documents required by law and/or the applicable intergovernmental agreement.

If the relevant person refuses or neglects to provide the information and/or refuses or neglects to fill in and sign the required documents where appropriate, ING shall be obliged to consider the relevant person to be an "undocumented US Person" within the meaning of the FATCA and to communicate the information required by the applicable FATCA regulation and/or by the intergovernmental agreement to the authorities designated by such regulations and/or this agreement. ING furthermore reserves the right to terminate all or part of its contractual relationship with the relevant person, in accordance with Article 59 of these Regulations.

The law of 16 December 2015 covers a period which starts on 1 July 2014 with regard to the "FATCA" and as from 1 January 2016 with regard to the CRS.

The information ING receives from the Belgian tax authorities is communicated to the relevant foreign tax authorities for tax purposes (establishment and/or collection of tax) but the Belgian tax authorities can also authorise, in a general manner and under the condition of reciprocity, the jurisdiction to which the information is communicated, to use it as means of proof before the penal jurisdictions where such information contributes to the instigation of legal proceedings with regard to tax fraud.

By accepting these General Regulations, the Client expressly agrees with such exchanges of information.

The information communicated to the Belgian tax authorities relate to:

- The identity of each (joint) holder (private individual or legal entity) of the financial account(s), current account(s), term account(s) and savings account(s), securities account(s) and cash account(s) linked to the securities account(s) which are the subject of a statement, as well as that of the private individuals who control the legal entity, and must make a statement.
- The number of the financial account(s) which are the subject of a statement.

- The balance of such financial account(s) as at 31 December each year (or of another appropriate reference period). If the account was closed during the year or period in question, the closing of the account or, where the United States is the jurisdiction to which the statement is submitted, the final balance or final value before the account was closed.
- Where appropriate, any income (interest, dividends, etc.) and sale proceeds (sale, repurchase and redemption) relating to assets (including securities accounts) booked on such account(s).

When the person concerned is a private individual, the aforementioned information must be provided to him or her - by means of an account statement or on any other medium the Bank considers appropriate, depending on the circumstances - by the latest on the day before the day when the information mentioned by the law is communicated for the first time as far as it is concerned.

Such information must also be provided to the relevant person/private individual by the latest on the day before the date on which the information referred to in the law is communicated in relation to the calendar year during which:

- One or the ultimate beneficiary of the data of a personal nature is changed with regard to them
- The list of declarable financial accounts for which data of a personal nature communicated is changed with regard to them
- The private individual again becomes a person who is the subject of a statement after having stopped being the subject of a statement for one or several calendar years.

Under the law of 8 December 1992 on the protection of privacy with regard to the processing of personal data, the declaring financial institutions and SPF Finances are considered as "responsible for processing data of a personal nature" with regard to the aforementioned information which relates to private individuals.

Furthermore any relevant person who is a private individual:

- Is entitled to obtain, on request, communication of specific data which shall be or has been communicated in relation to a declarable financial account
- Is entitled to rectification of data of a personal nature about them.

Such rights can be exercised by sending an e-mail (with a copy of the back and front of the identity card or a similar identity document) to the following address: [cccr@ing.be](mailto:cccr@ing.be).

The computerised databanks communicated by the declaring financial institutions to the Belgian tax authorities are kept by the declaring financial institutions for seven years as from 1 January of the calendar year following the calendar year during which the databanks were communicated.

More detailed information on the CRS et FATCA standards are available at ING's website [www.ing.be/InternationalRegulations](http://www.ing.be/InternationalRegulations), the CRS or FATCA tab, as well as the websites of SPF Finances (<http://finances.belgium.be/fr/Actualites/nouvelle-%C3%A9tape-dans-la-lutte-contre-la-fraude-fiscale-internationale-la-belgique-aux>) and of the OECD (<https://www.oecd.org/tax/automatic-exchange/>).

## Art. 6 – Protection of privacy

**6.1.** Processing, by ING, of data of a personal nature relating to its Clients

Data of a personal nature relating to the Client, or if the Client is a legal entity, to its representatives, agents, actual beneficiaries or ordinary contacts (hereafter "Client data") includes inter alia that which concerns their identity, domicile, personal status, assets, and the Transactions which relate to them.

The information of a personal nature which is communicated to ING:

- When the Client or possibly his/her/its proxies or a third party submits or sends ING a completed form or document, or an instruction or an application, on whatever medium (e.g. mail, fax, e-mail, etc.)
- Or in any other manner (e.g. when the Client goes to an ING branch, by telephone, etc.)
- Is processed by ING in compliance with the law of 8 December 1992 on the protection of privacy and the enforcement decrees.
- This data is processed by ING in connection with any request to carry out a Transaction – and, where appropriate, its execution – made by the Client or by a third party in favour of the Client for one or several of the following purposes:
  - The management of accounts and Payment Transactions
  - The granting and management of loans
  - Asset management (investments) and/or renting of safe-deposit boxes
  - Brokerage services (in particular insurance and leasing).

Furthermore, such data is processed by ING for the purpose of centralising customer management, the marketing (inter alia surveys and statistics) of banking, leasing and/or insurance services, a global overview of the Client, as well as to control the regularity of transactions and to prevent irregularities.

Data relating to Clients 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 stemming from an FSMA/NBB circular) or contractual obligations, including any duty of exclusivity towards ING.

## 6.2. Confidentiality of data of a personal nature and communication to third parties

ING processes data for the purposes described above in a confidential manner.

It is not intended to be disclosed to third parties other than the parties designated by the Client, companies whose involvement is necessary or useful to achieve one of the objectives referred to in Article 6.1. (notably in the case of Payment Transactions): Swift SCRL/bvba, MasterCard Europe SPRL/bvba, Atos Worldline/EquensWorldline nv/SA and ING GSO Bratislava, and, in the case of Payment, Credit and Financial Transactions: ING GSO Philippines in Manila), ING Group companies whether or not established in an EU Member State or insurance companies, in accordance with the following provisions.

It may also be transferred to non-EU countries which may or may not provide an adequate level of personal data protection, such as:

- payment data communicated to SWIFT SCRL/bvba, archived in the United States and subject there to American law,
- payment data communicated to Atos Worldline/EquensWorldline nv/SA, which in turn communicates
- said data to other companies of the Atos Group in Morocco and India, which process them,
- data which is communicated to the companies of the group ING which are not established in another Member State of the European Union, for instance financial, credit and payment data which are sub-contracted to ING GSO Philippines in Manila, etc.).

However, in the case of a transfer of data of a personal nature to a non-EU member state without an adequate level of protection, ING shall only make such transfer in the cases stipulated by the law applicable for the protection of privacy, for instance by stipulating amended contractual provisions.

Clients consent to the exchange of data concerning them between - existing or future - companies of the banking, financial and insurance group ING established or not in a Member State of the European Union.

The ING Group is a group of companies active in the fields of banking, insurance, leasing, asset management and/or activities following on from these. Clients can request a list of the companies of the ING Group established in Belgium, in another European Union country or in another country which also participate in the exchange of data relating to the Client.

These companies 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 exchange of Client data between the companies of the group ING established in another Member State of the European Union is intended to allow such companies to centralise their customer management, to have a global overview of the Client, to undertake surveys, statistics or marketing campaigns (except for sending advertisements by e-mail), to offer and/or provide the services mentioned above, and to control the regularity of transactions (including the prevention of irregularities).

Furthermore, the Client data required for the companies of the group ING established or not in another Member State of the European Union to respect the legal or statutory provisions (including those stemming from a FSMA/NBB circular) relating to the duty of vigilance towards clients, to the prevention of the use of the financial system for the purposes of money laundering and the funding of terrorism, and the prevention of the funding of the proliferation of weapons of massive destruction, is also exchanged between such companies for these purposes. ING Bank NV (Bijlmerplein 888, 1102 MG, Amsterdam Zuidoost, The Netherlands), acting as jointly in charge of the processing, manages the exchange of data within the companies of the group ING which participate in the exchange of data relating to the Client for the aforementioned purposes.

In addition, the data collated by ING in its capacity as insurance broker is also communicated to the insurance companies involved which are external to the ING Group and are established in a Member State of the European Union and their legal representatives in Belgium, provided it is necessary for the purpose of assessing the risk insured and, where appropriate, concluding and managing the insurance contract, marketing their insurance services (except for the sending of advertisements by e-mail), centralising customer management and controlling the regularity of transactions (including the prevention of irregularities). Clients may request a list of the relevant insurance companies and their representatives in Belgium.

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 Belgium 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). Certain Client data is, for instance, communicated to the central point of contact held by the National Bank of Belgium and to the Central Corporate Credit Registers of the National Bank of Belgium and to other Belgian or foreign authorities, in accordance with Article 5 of these Regulations.

### 6.3. Processing of sensitive data

Data of a racial or ethnic nature is never processed, under the sole reservation that it does not originate from the information identifying the private individual in question (mainly the surname, first name, address and nationality).

In that case, the Client in question authorises the processing of such data, in accordance with Article 6 of the law of 8 December 1992 on the protection of privacy.

The categories of people with access to such data are ING staff members and, where appropriate, companies whose involvement is necessary or other companies of the Group ING established in a Member State of the European Union or relevant insurance companies (external to the group ING) established in a Member State of the European Union which are responsible for one or more of the above-mentioned purposes.

Similarly, data of a political, or philosophical or religious nature, or that relating to membership of a trade union or sexuality shall not be processed,

except where it is disclosed on the occasion of Payment Transactions (for instance, an instruction to pay a subscription to a political party).

In that case, the Client in question authorises the processing of such data in connection of the execution of Payment Transactions, in accordance with Article 6 of the law of 8 December 1992 on the protection of privacy.

The categories of people with access to such data are the members of staff of ING and, where appropriate, the other companies of the group ING established in a Member State of the European Union or other companies (e.g. Swift SCRL/bvba, MasterCard Europe SPRL/bvba, Atos Worldline/EquensWorldline nv/SA, etc.) whose involvement is necessary or useful for the processing of Payment Transactions.

### 6.4. Protection of ING's premises

The premises accessible to ING's Clients are protected by video cameras. The data thus collated is used for security purposes (supervision and control) by ING and is not intended to be transmitted to third parties. Clients agree to be filmed when visiting ING's premises.

### 6.5. Client's rights

Clients may, at any time, on request and free of charge:

- Object to the processing of data relating them for the purpose of commercial canvassing ("direct marketing") by ING
- Object to their data being exchanged between companies of the ING Group established in a Member State of the European Union for the purposes of direct marketing
- Object to the communication of data relating to them by ING as an insurance broker for the relevant insurance companies (external to the Group ING) and established in a Member State of the European Union and their representatives in Belgium for the purpose of commercial canvassing ("direct marketing") by such companies. Account shall be taken within the earliest deadlines.

Any private individual may access the data relating to him/her, processed by ING or another company of the Group ING established or not in a Member State of the European Union or a relevant insurance company (external to the Group ING) established in a



Member State of the European Union, and, where appropriate, request rectification of erroneous data or deletion of data processed illegally.

No legal provision makes it compulsory to answer questions asked by ING or another ING Group company established in a Member State of the European Union or a relevant insurance company (external to the Group ING) established in a Member State of the European Union, but the fact of not answering the questions can result, depending on the circumstances, that ING or another ING Group company established or not in a Member State of the European Union or a relevant insurance company (external to the ING Group) established in the European Union shall be unable or refuse to enter into a (pre-) contractual relationship, to continue such a relationship or to carry out a Transaction requested by the Client or a third party in favour of the Client.

## 6.6. ING Privacy Protection Charter

For further information on the processing of data of a personal nature by ING and the rights of the Client, the latter can read "ING's Charter for the protection of privacy" included in the appendices to these Regulations.

### Art. 7 – Protection of deposits and financial instruments

ING participates, firstly, in the Belgian system for the protection of deposits and, secondly, for the protection of financial instruments, as organised by the law of 17 December 1998, as amended most recently by the law of 22 April 2016 and by the law of 17 December 1998.

In the event of a default by ING (bankruptcy, application for composition or suspension of repayment of deposits), such protection guarantees compensation from the "Fonds de garantie pour les services financiers" (Financial Service Guarantee Fund) and the "Fonds de Protection des Dépôts et des Instruments Financiers" (Deposits and financial instruments protection fund) in favour of certain depositors and investors.

For deposits, the beneficiaries are any private individual, association, non-profit organisation, company holders of bank deposits in any currency. For such deposits, the maximum compensation from the Financial Service Guarantee Fund is a total of 100,000 euros per holder. A temporary increase of such amount, in particular, for amounts resulting

from real estate transactions relating to private housing property and amounts paid out under a pension, redundancy compensation and insurance services, is allowed.

For the protection of financial instruments, the beneficiaries are certain holders of financial instruments (shares, bonds, bank debt securities issued by another credit institution, etc.), regardless of the currency in which they are denominated. For financial instruments, the maximum compensation from the Protection of deposits and financial instruments fund is 20,000 euros per holder.

The terms and conditions of the protection of the Protection of deposits and financial instruments fund were defined by a notice from the Ministry of Finance published in the *Belgian Official Gazette* of 25 January 1999 (p. 5728).

Information relating to the Financial Services Guarantee Fund for the protection of deposits is available from the Fund (address: Administration générale de la Trésorerie, Administration Paiements, Fonds de garantie, Avenue des Arts 30, B-1040 Brussels or via the website: <http://fondsdegarantie.belgium.be>).

Information on the Financial Instruments and Deposits Protection Fund is available from such Fund (address: Administration générale de la Trésorerie, local C 636, for the attention of Mrs Annick Vanderelst, rue du Commerce 96 1040 Brussels, e-mail address: [protectionfund.treasury@minfin.fed.be](mailto:protectionfund.treasury@minfin.fed.be)) or via the website: <http://www.protectionfund.be>).

### Art. 8 – Languages of communication

ING undertakes to communicate with Clients in the language they chose (French, Dutch, German or English) at the start of their relationship with ING or subsequently.

However, when Clients contact an ING branch, ING only agrees to communicate with them in the language(s) of the region in which the branch is situated (French, Dutch or German).

These Regulations, the other regulations applicable (including the Special Regulations for Payment Transactions (S.R.P.T.) and the Special Regulations for Trading on Financial Instruments (S.R.T.F.I.)), current rates and other terms and conditions, schemes (including those for implementing Clients' orders) and contracts provided by ING are available in French, Dutch, German and English from any ING branch and the Home'Bank/ Business'Bank and

Phone<sup>®</sup>Bank services.

Some schemes and contracts are available in these same languages from Self<sup>®</sup>Bank.

#### Art. 9 – Information and advice

The "General information on ING and its services" is available on the website and from any ING branch.

**9.1.** Unless otherwise expressly stipulated, this Article applies to all general and specific information and all advice, whether personal or not, communicated or provided by ING, regardless of whether this concerns financial, commercial, technical, legal or any other type of information or advice.

The following provisions do not, however, apply to information and advice concerning Financial Instruments or Financial Instrument services. The rules applicable to such information and advice are mainly contained in the Special Regulations for Trading in Financial Instruments (S.R.T.F.I.).

**9.2.** Information and advice communicated or made available by ING, including via branches or electronic systems, is provided by ING, other ING Group companies (list available upon request sent to ING) or third parties.

Such information and advice is only intended for Clients, unless specifically stipulated otherwise. The information and advice are given from the perspective of carrying out Transactions or providing banking, financial and insurance products and services by ING, other ING Group companies or third parties on behalf of which ING acts as an intermediary.

It is destined for the exclusive use of the Client who undertakes to respect the confidentiality thereof.

The communication or provision of such information and advice does not, however, entail any commitment by Clients to carry out Transactions or to take up the banking, financial or insurance products and services referred to in the information and advice which has been communicated or provided.

ING exercises the utmost care in the quality of the information and advice it provides, with regard to both the content and the way it is communicated or made available. It uses reliable methods to communicate or to provide correct, up-to-date information and advice. However it does not guarantee that the information and advice are up to date. It also gives no undertaking to ensure updates if it decides to no longer disseminate the information

or advice concerned.

Unless otherwise provided for by law, regulation or contract, ING may, therefore, at any time and without giving Clients prior warning, modify the information available.

Information and advice which ING provides in its own name, as well as information provided by other ING Group companies, are based on an objective analysis of the data available to ING or such other companies.

**9.3.** When taken from sources external to ING, ING endeavours to obtain information and advice from first-rate sources.

Information and advice from such sources which ING communicates or makes available, stating the source, is transmitted loyally by ING, without any assessment or guarantee on the part of ING. In particular, the accuracy, absence of errors, exhaustiveness and updating of information from third parties cannot be guaranteed.

ING is only able to detect the incomplete, imprecise or incorrect nature of the information in its possession if it is obvious. Furthermore, ING cannot be held liable for the consequences of any errors which may be included in such information.

**9.4.** Regardless of whether a date and/or time are stated, the information and advice are only valid at the moment they are communicated or made available, subject to any revision and without prejudice to any subsequent modifications to the applicable legislation or regulations.

Clients are aware that the information and advice may be modified between the time it is communicated or made available and the time of carrying out the Transaction or taking up the banking, financial or insurance product referred to in such information and advice.

**9.5.** With regard to any Transaction carried out or agreement entered into, Clients shall ensure they provide ING and, where appropriate, the other ING Group companies concerned with any relevant information, including concerning their personal situation, objectives, requirements and constraints.

**9.6.** Without prejudice to the foregoing, ING and, where appropriate, the other ING Group companies shall communicate to Clients appropriate and comprehensible information on the products or services offered and/or supplied by ING or through its intermediary, to enable Clients to understand the

nature and the risks of such products and services and to make an informed decision with full knowledge of the facts.

Before carrying out any Transaction or taking up a banking, financial or insurance product or service, Clients must ensure they obtain or receive information and any advice from ING or, where appropriate, other ING Group companies or third parties, enabling them to make an informed decision with full knowledge of the facts.

The information and advice communicated or made available by ING are intended for all or some Clients and are not based on an assessment of Clients' specific situations, with the exception of personalised advice.

Save for this reservation, such information and advice can never be considered to be personal advice or a personal invitation to carry out Transactions and/or to take up banking, financial or insurance products and services.

Clients should always assess the information communicated or provided by ING in the light of their individual circumstances, especially as regards their financial position.

**9.7.** Information communicated or made available by ING is merely intended to assist the Client in his/her assessment. ING neither guarantees nor accepts liability for such information, except in the event of gross negligence or deliberate error on its part.

Clients remain solely and fully liable for the use they choose to make of such information or advice and the consequences of their decisions.

#### Art. 10 – Processing of complaints

Without prejudice to the provisions of Articles 3 and 19 of these Regulations, and without prejudice to the special provisions stipulated by the Special Regulations for Payment Transactions, applicable to the Transactions and services covered by the said Special Regulations, any complaint concerning a Transaction processed by ING must be notified to it in writing as soon as possible.

Clients should send complaints to their ING branch.

Any complaint can also be sent to the Complaint Management service of ING (Phone: 02 547 61 04, Fax: 02 547 83 20).

- Or in writing to the following address:

ING Complaint Management  
Cours Saint-Michel 60  
1040 Brussels

- Or by e-mailing to the following address: [complaints@ing.be](mailto:complaints@ing.be)
- Or via the web form on [www.ing.be](https://www.ing.be/fr/retail/Pages/complaint-handling.aspx) (<https://www.ing.be/fr/retail/Pages/complaint-handling.aspx>).

If such notification has not been given within a reasonable period of time, taking account of the nature of the Transaction in question, the Transaction shall be deemed to be correct and exact, and approved by the Client. Such period of time may not, under any circumstances, exceed 60 calendar days from the date of the Transaction in question.

Clients shall similarly notify, within the same period, any errors or discrepancies noted in documents, including account statements, or in any other messages, delivered in any form whatever, communicated or provided by ING, as well as any observations concerning such documents or messages, with the aforementioned 60-day period taking effect on the date the document or message in question was issued.

If the Client is a consumer (i.e. a private individual acting for non-professional purposes) and does not obtain satisfaction from ING, he/she/it may file a complaint, free of charge, with the Financial Disputes Ombudsfin (North Gate II, Boulevard du Roi Albert II, n°8, box 2, 1000 Brussels – e-mail address: [Ombudsman@Ombudsfin.be](mailto:Ombudsman@Ombudsfin.be) – see [www.ombudsfin.be](http://www.ombudsfin.be) for more information), without prejudice to the right of the Client to institute legal proceedings.

## II. Legal status, capacity and representation

### Art. 11 – Legal and tax status of the Client – Powers

Any relationship with ING, as well as the conclusion or execution of any Transaction, is subject to communication by the Client of all information and supporting documents requested by ING and relating to the identity of the Client, his/her/its legal or tax status, legal domicile, residence or registered office as well as family and professional situation, including, where appropriate, any marriage settlement, registration in the trade register and the V.A.T. system.

Pursuant to the above paragraph, companies shall provide ING with a copy of their articles of association, as well as all corporate documents indicating or revoking the officers empowered to represent them, including deeds indicating the appointment and revocation of proxies. Furthermore,

they may be required to provide ING with an updated list of such officers, indicating the scope of each of their powers.

Clients are required to inform ING immediately and in writing together with, where appropriate, the supporting documents, of all changes to any of the information referred to in the two preceding paragraphs.

ING shall take account of such changes as from the third bank working day following the receipt of such communication. However, it shall endeavour, in as far as possible, to take such action before the end of this period.

The rules relating to the identification of the Client, described in the above paragraphs also apply to the agents and effective beneficiaries of the Client, in accordance with the legal and statutory provisions on preventing the use of the financial system for the purposes of money laundering and the funding of terrorism.

#### Art. 12 – Specimen signatures

When the Client enters into his/her/its business relationship with ING, he/she/it shall lodge a specimen signature with ING. The proxy(ies) he/she/it appoints shall also lodge their specimen signature(s) with ING.

In the case of a company, the specimen signatures to be lodged are those of the officers who are empowered to deal with ING, in accordance with the articles of association or with the powers which have been validly conferred upon them.

#### Art. 13 – Powers of attorney

The powers of attorney which a Client wishes to confer to represent him/her/it with regard to ING shall be given by means of the forms made available by ING, unless the latter agrees to take into account a power of attorney conferred in another form.

Without prejudice to paragraph 6 of this Article, any such agreement shall result from the execution by ING of an order given by the proxy.

The principal has the option to confer the power of attorney with the objective of providing him/her/it with out of court protection that:

- Takes effect from the time the principal finds him/her/itself in a state of legal incapacity as referred to in Art. 488/1 and 488/2 of the Civil Code or
- Takes immediate effect and remains in force if the principal finds him/her/itself the situation as referred to in Art. 488/1 and 488/2 of the Civil Code (hereafter the 'protective power of attorney').

It is the principal and/or the proxy's responsibility to register the protective power of attorney in the central register kept by the Royal Federation of Belgian Notaries.

Although ING exercises no control over the registration, it reserves the right not to consider the power of attorney as a protective power of attorney as long as it has not been presented with proof that the latter has been registered.

It is the proxy's responsibility to ascertain when the protective power of attorney enters into force.

This decision binds ING, which has no control over the matter.

If the principal wishes to conduct operations or if the former revokes the power of attorney, after the proxy has ruled that the principal is in a state of legal incapacity as referred to in Art. 488/1 and 488/2 of the Civil Code, the Bank reserves the right to block the accounts and other banking services in the name of the principal for the purpose of security pending a legal judgement.

ING is unable to take into consideration any powers of attorney of an imprecise or incomplete nature. Furthermore ING reserves the right to refuse to allow the power of attorney for justifiable reasons, without prior notice or demand. Such is the case in particular where the proxy does not or no longer satisfies the legal or statutory provisions with regard to preventing the use of the financial system for the purposes of money laundering and the funding of terrorism, notably in identification or client acceptance matters.

A power of attorney is terminated:

- On revocation of the principal's power of attorney
- On termination of the power of attorney by the proxy
- In the event of the death, interdiction, dissolution, bankruptcy or insolvency, of the principal or the proxy
- For powers of attorney conferred as of 1 September 2014: if the principal finds him/her/itself in a state of legal incapacity as referred to in Art. 488/1 and 488/2 CC and the power of attorney does not comply with the requirements for use as a protective power of attorney as referred to in Art. 490 and 490 /1 of the Civil Code.

ING reserves the right not to take account of a revocation/termination that is not communicated by a registered letter sent to the branch, or in a statement made on the power of attorney document

that was signed and dated in the presence of a representative of the bank.

If the revocation/termination is communicated by ordinary letter, it is at the Client's risk. Such notice must be precise and complete. ING shall take account of such revocation/termination as from the third bank business day following its receipt. However it shall endeavour, insofar as possible, to respond to it before the end of such period.

ING cannot be held liable if, after the implementation of the revocation, it carries out a Transaction initiated or an instruction given by the proxy prior to such implementation date.

ING is entitled to the same period of notice as that determined above to take account of the effects of other causes that result in the power of attorney's termination.

In such cases the said period starts on the date on which ING is informed of the event in question. Termination of the relationship for which a power of attorney was conferred extinguishes the effects of such power of attorney.

Once a power of attorney is no longer valid, for whatever reason, the Client must restore to ING all documents - such as forms, cheques, means of payment and credit cards, etc. - which are in the possession of the proxy. If such documents are not restored, he/she/it accepts full liability for all consequences which may result from any use which may be made of such documents by the proxy or by a third party, in particular in the cases referred to in Article 25.

ING cannot be held liable:

- For any consequences which may arise from the use of imprecise, incomplete or conflicting powers of attorney or power of attorney documents
- For termination of or amendments to the power of attorney, if the Bank is not informed of any cause which terminates or amends the power of attorney.

Consequently the Bank is not liable if the proxy has acted without the protective power of attorney while the principal is found to be in a state of legal incapacity as stipulated in Art. 488/1 or 488/2 of the Civil Code.

As a third party acting in good faith, the Bank may simply continue to act on the proxy's instructions.

#### Art. 14 – Plurality of holders

Subject to any powers of attorney, the accounts and assets in the names of several persons - in particular joint owners, bare owners and

usufructuaries, the parties to an escrow account - are managed under their joint signatures.

### III. Correspondence and dispatches

#### *Mail addressed to the Client*

##### Art. 15

The mail destined for the Client is sent to the address he/she/it indicated or, in the absence of such an address, to his/her/its last address known to ING, to his/her/its legal domicile or to his/her/its main establishment if he/she/it exercises a liberal profession or a trade, at the current rates.

Article 11, sub-paragraphs 3 and 4, applies in the case of a change of the address to which the mail is to be sent.

##### Art. 16

Mail relating to Transactions carried out on behalf of several people is sent to the address indicated with the joint approval of all the parties involved.

If no such an address has been indicated, any communication is made validly as far as all the parties are concerned, where it has been sent to any of them, either to the address indicated by him/her/it or, in the event no address has been indicated, to the last address known to ING, or to his/her/its legal domicile.

##### Art. 17

Proof of the sending and of the contents of the mail addressed to the Client is validly evidenced by the production by ING of a copy or a summary statement obtained and visualised according to any technical process.

##### Art. 18

Subject to the possibilities of ING, ING and the Client shall keep the mail for him/her/it for a period to be agreed but which shall not, unless agreed otherwise, exceed six months, at the current rates.

A Client wishing to benefit from this holding service offered by the Bank must contact ING in advance to verify whether the latter accepts to provide this service, and, where appropriate, under what conditions. The Bank may, in particular, subject the provision of such service to the prior conclusion of a special agreement

Mail which is thus held in accordance with the instructions of the Client:

- Shall be either sent to him/her/it on a fixed date, at the Client's expense

- Or kept for him/her/it to collect at the branch of his/her/its choice.

In the latter case, the Client shall ensure that he/she/it collects his/her/its mail by the latest on the last day of the period agreed. If he/she/it fails to collect his/her/its mail by the deadline, ING may take the initiative of sending it - at the costs of the Client - to the last address known to it or to the Client's legal domicile.

Where ING keeps the mail, on the instructions of the Client, the effects on the said Client shall be the same as if it were dispatched.

The Client is deemed to be aware of the contents of his/her/its mail which is kept for collection as from the third bank working day following the date indicated on it.

The Client acknowledges that he/she/it is liable for all the consequences, of whatever nature, of his/her/its instructions to keep his/her/its mail for collection as well as his/her/its possible failure to collect it.

Notwithstanding the existence of any instructions as indicated in this Article, ING may send any urgent or important mail or any mail which demands a quick response to the Client or required by the applicable legislation, to the last address known to ING or to the Client's legal domicile.

#### **Mail addressed to ING**

##### **Art. 19**

Mail addressed to ING shall be clearly indicated for "ING Belgium" or "ING" and it shall bear the full address of the branch or the local head office for which it is intended. Clients shall ensure that they indicate their account number and, where appropriate, the references allocated by ING to the subject of the communication.

#### **Dispatches and transport of valuables**

##### **Art. 20**

Valuables and documents - whatever their nature - which ING sends to the Client or to third parties on behalf of the Client, as well as those which the Client sends to ING or which third parties send on behalf of the Client are, at the discretion of the sender, entrusted to the postal office or to private courier services. In all cases, they are transported at the expense and risk of the Client, except where he/she/it is discharged.

Upon request, to be filed at least eight calendar days beforehand, ING shall organise such dispatches and

transportation on behalf of and at the expense of the Client.

#### **IV. Transactions - Instructions given to ING**

In principle the provisions of this section apply to any Transaction and to any order given by the Client to ING, except insofar as special regulations and agreements derogate therefrom.

In particular, they apply without prejudice to the provisions stipulated by the Special Regulations for Payment Transactions (S.R.P.T.) for the Transactions and services covered by these Special Regulations.

#### **Rules relating to the instructions given by the Client**

##### **Art. 21**

The Client shall give his/her instructions:

- Either by means of the paper forms made available by ING, duly completed and bearing the hand-written signature of the Client or possibly his/her proxy
- By means of forms made available by ING or a third party and - in the latter case, expressly accepted by ING - through an electronic system, with the electronic signature of the Client or, where appropriate, his/her proxy, as stipulated by the special conditions applicable to the service used to initiate the Transaction.

A Client who wants to submit orders in another form in particular in writing using a form other than that issued by the Bank, by fax or by any other technical procedure, must contact the Bank first to check that it shall accept to execute an order in such form and, where appropriate, the condition(s) which would apply. The Bank may in particular subject their execution to prior confirmation in a form meeting its approval and/or to the prior conclusion of a special agreement.

Subject to the limitations on its liability recognised in statutory mandatory or public order provisions, and without prejudice to Article 3, if the Client does not use the forms made available by the Bank on paper or via electronic systems, he/she/it accepts the risks inherent in the method of transmission of his/her/its choice, in particular any delays in execution or errors in the interpretation of the order given.

##### **Art. 22**

Any instruction, whatever its form, shall precisely state the purpose and terms of the Transaction to be carried out. ING can only detect any missing information, inaccuracies, errors or irregularities if they are obvious from a normally attentive quick examination.

Instructions which are obviously incomplete, inaccurate, incorrect or irregular may be returned to the Client. If, however, ING is able to rectify the data it may execute the instruction, although it cannot be held liable for any delay in execution or possible error of assessment, with the exception of a serious or deliberate error on its part or on the part of its employees.

#### Art. 23

Clients shall ensure that all documents, evidence, data, information and instructions communicated or given to ING are absolutely clear, reliable and complete, and that they comply with the - contractual, legal and statutory - provisions and customs applicable.

In the event ING must rely on documents, evidence, data or information which, in accordance with banking customs and business practices, it is unable to verify, it shall be unable to guarantee their authenticity, validity, accuracy or scope. In particular, this is true for documents established by third parties, notably those which ING has been instructed to receive or to deliver, to pay or to collect, by order of and on behalf of the Client.

#### Art. 24

The Client shall sufficiently fund - in due time - the account to be debited for the execution of his/her/its debit instructions. If the account consists of several sub-accounts, in particular in several currencies, the funding is to be built up on the sub-account and in the currency indicated in the instruction.

The Client acknowledges that the assets which may be recorded under an account number, sub-account or currency other than those indicated in the instruction do not represent the relevant funding. However he/she/it accepts that ING, in such circumstances, is entitled to make an automatic transfer as stipulated in Article 48. ING is entitled to refuse or to suspend the execution of any order which has not been partly or wholly funded.

#### Art. 25

The Client shall take the utmost care of the documents of whatever nature - such as forms, means of payments and miscellaneous cards - which ING makes available to him/her/it.

If he/she/it has received an electronic signature or a secret code, he/she/it undertakes not to disclose them under any circumstances and to take all the necessary precautions in order to safe-guard their secrecy.

Subject to the limits of his/her/its liability recognised

by the law, the Client accepts liability for all the consequences resulting from the theft or loss of such documents and/or the disclosure - whether or not voluntary - of his/her/its electronic signature or secret code, as well as any misuse thereof.

#### Art. 26

Any revocation or amendment to an instruction must be notified in writing to ING, bearing the signature of the principal or possibly of his/her/its proxy and clearly indicate the instruction which is being revoked or amended.

The provisions of Article 21 apply to these instructions. ING undertakes to take the revocation or amendment of an instruction into consideration as from the third bank working day following its receipt provided the instruction has not been carried out in the meantime. However it shall endeavour, insofar as is possible, to implement such revocation or amendment before the end of such period.

#### **Rules relating to the execution of Transactions by ING**

#### Art. 27

In its capacity as a diligent professional ING assesses the terms of execution of instructions from the Client.

#### Art. 28

The Client acknowledges that - in view of the technical constraints to which ING is subject - instructions shall be carried out on the basis of account numbers, as far as both the principal account and the beneficiary accounts of such instructions are concerned.

He/she/it accepts that a possible discrepancy between the account numbers indicated and the identity of either the principal or the beneficiary shall not prevent the execution of the instruction in question.

This provision in no way prejudices the application of Article 31.

#### Art. 29

All instructions with an execution deadline shall be carried out by ING on the date stipulated, provided:

- ING receives the instruction by the latest on the third bank working day prior to the deadline indicated
- Where appropriate, the instruction is given by means of the form required by the contractual, statutory and regulatory provisions

- And practices which apply to it.

ING does not accept liability for the consequences of any delay in the execution of instructions which do not comply with these conditions or with one of them.

#### Art. 30

If deemed appropriate ING may - at the expense of the Client - call on one or several Belgian or foreign third parties, of its choice, to execute the Client's instructions unless the Client has expressly appointed (a) specific third party(ies). In the latter case, the Client accepts full liability for his/her/its choice.

#### Art. 31

The Client authorises ING to credit the account or one of the accounts in his/her/its name with all amounts and/or assets which ING may, on the instructions of a third party, be asked to make available to him/her/it in whatever fashion, in particular by means of a transfer to another account of the Client with ING or to another account opened in the name of the Client with another financial institution.

#### Art. 32

Any amounts or assets made available to the Client - whether in cash, by means of a book entry over an account or by any other method - pursuant to a Transaction where settlement is not yet known or final, constitute an advance made by ING to the Client subject to the due performance of the Transaction in question, even if the clause "under the usual reserves" is not expressly indicated on the documents which relate to the said Transaction.

The due performance condition shall be fulfilled by the settlement of the Transaction within a reasonable period taking its nature into account.

In the absence of such settlement, the Client undertakes to immediately repay ING an amount equal to that he/she/it received or to the equivalent of the assets he/she/it received, plus the interest.

In that case, the Client accepts that such amount and the relevant interest may be debited, without prior notice, to his/her/its account. Similarly he/she/it also accepts that in the same case ING shall automatically withdraw any assets which may have remained in safe-custody at ING.

#### Art. 33

The amounts or assets which are due to the Client pursuant to Transactions carried out, via a Belgian or foreign correspondent, by ING shall only become the property of the Client from such time as ING has

effectively and definitely received them, notwithstanding any communication - made or received by one of the parties involved - announcing or confirming the execution of the Transaction.

#### Art. 34

The assets in foreign currencies recorded on the account of the Client are included as an aggregate registration on the accounts in the name of ING with its correspondents; where they can be related to their contra entry to the outcome of which they are indissociably linked.

Consequently, they are subject - ipso jure and immediately - to all the effects of legal and statutory provisions, whether fiscal or not, applicable in the countries of the currencies in question and/or in the countries of such correspondents, to all the measures taken by the authorities of such countries, and to all events of "force majeure" which may occur.

Subject to the possible application of Article 3, ING cannot be held liable for any prejudicial consequences for the Client which may ensue from the circumstances listed above, in particular in the event where the situation which thus arises may entail the extinction, depreciation, unavailability or lack of productivity - whether total or partial - of the assets of ING in the countries in question.

Assets in euros may be recorded on any account opened in the name of ING with its correspondents in any Member State of the European Union whose currency unit is the euro. In such cases the provisions of the above paragraph apply.

#### Art. 35

The amounts or assets entrusted to ING shall be kept in the place it deems the most suitable, where appropriate, in the custody of a third party.

In that case, the provisions of Article 30 shall apply.

#### Art. 36

Without prejudice to the public order or mandatory legal or statutory provisions which lay down special rules with regard to proof, the proof of the execution of orders given to ING is sufficiently substantiated by the account statements, breakdowns and/or correspondence compiled through whatever means - including electronic - and provided by ING to the Client. In the absence of such a document, this proof shall be provided by the recording of the Transaction in the books of the Bank.

From both the civil and commercial perspective,



whatever the amount of the Transaction in question, the Bank may provide the proof referred to in the above paragraph by means of both the original document and its reproduction or copy (micro) photographic, magnetic, electronic and optical copy, that without proof to the contrary, are presumed to represent an accurate copy and to prevail as would the original document.

The above provisions do not prejudice the right of the Client to provide proof to the contrary through any legal channel.

Similarly, when a Transaction is made by a proxy of the Client, they do not prejudice the authority of this proxy or the possible specific limits on this authority in the "Management Powers" or "Management Mandate" documents of the Client's account or amendments made subsequently to such powers and limits.

#### Art. 37

ING cannot be held liable for any prejudice the Client may suffer as a result of:

- Events beyond its control
- Decisions taken by Belgian, foreign or international de jure or de facto authorities
- Transactions instructed - in the event of war, unrest, riots or occupation of the territory by foreign or unauthorised forces - by persons upon whom de facto power has been conferred
- Hold-ups.

The Client acknowledges that ING's liability may not be invoked when the human and/or technical resources required to carry out Transactions are unavailable due to reasons for which it cannot be held liable, including the disorganisation of its departments as a result of a strike by its staff, a breakdown - even temporary and for whatever reason - of its computers, the destruction or deletion of the information contained in the latter, or an interruption in any of its means of communication.

Likewise, he/she/it acknowledges that ING shall not be held liable for the repercussions of any errors or delays attributable to other institutions or bodies, or those resulting from any fact or deed committed by a third party. This Article does not preclude the possible application of Article 3.

## V. Estates

#### Art. 38

In the event of the death of the Client (or his/her

spouse), the heirs and/or assigns, as well as any proxies or joint holders are required to notify ING immediately, in writing.

#### Art. 39

ING may not be held liable for any error if, prior to receiving the notice stipulated in Article 38, it carries out instructions given by the Client before his/her death or, even after it, by the joint holders of the accounts of the Client or the latter's proxies within the limits of the powers conferred upon them.

#### Art. 40

The heirs and/or assigns shall present to ING, at its first request, a certificate or deed of inheritance compiled by the inheritance tax collector or by a notary and establishing the devolution of the estate, and/or any other document ING may consider necessary or useful, for instance, the authorisation of the judge of the peace if such authorisation is legally required. ING reserves the right to demand a certificate or deed of inheritance established by a notary if it deems such document necessary.

The respective liabilities of ING and of the said heirs and/or assigns with regard to these documents are defined by Article 23.

ING is definitely discharged if it delivers the assets to or on the instructions of the persons indicated in such certificate or deed of inheritance. When examining the authenticity, validity, translation or interpretation of such document, ING can only be held liable for its grave or deliberate errors, in particular in the case of documents of foreign origin.

#### Art. 41

All Transactions which relate to assets belonging in part or in whole to the estate, whether they are registered in the name of the deceased or his/her spouse who has community of property or in both their names, may be subject to the written consent of all the persons - possibly represented by their proxy (ies) - who, according to the documents which establish the transmission of the estate, qualify as heirs or general or residuary legatees, or assigns destined to receive all or part of the estate assets held by ING.

To access the safe-deposit boxes rented by the deceased or his/her spouse who has community of property the presence or agreement of the same persons is required.

Prior to presenting a certificate or deed of inheritance, the surviving spouse or cohabitant may dispose of part of the assets blocked on their current

or savings accounts, in their joint names or undivided. Such availability is limited to a maximum of 5,000 euros and may not represent more than half of the available credit balances on such accounts. If such double limit, including withdrawals from other banks, is not respected, the surviving spouse or cohabitant shall lose their share of the joint assets, indivision or estate up to the extent of the amount withdrawn above such limit. In addition, he/she shall lose the right to waive the estate or to accept it without liability to debts beyond assets descended.

#### Art. 42

The correspondence relating to the estate shall be sent to the address indicated with the mutual agreement of all the heirs and/or assigns referred to above or to the notary they shall have designated. In the absence of any such instructions, it shall be sent to the address which had been indicated by the Client or, in the absence of such an address, to the last address known to ING or to the legal domicile, either of the Client, or of one of the said heirs or assigns. And such transmission shall be deemed to have been made to each of them.

#### Art. 43

The heirs and/or assigns mentioned in Article 41 shall jointly and severally and indivisibly bear the costs resulting from the opening of the estate and its settlement Transactions, at the current rates.

#### Art. 44

The agreements concluded between ING and the Client shall continue with the heirs and/or general or residuary legatees, on their joint behalf, except if one of the parties exercises his/her/its right to terminate them in accordance with the terms stipulated in Article 59.

In the event the business relationship with the Client is not continued, the said heirs and/or assigns shall settle any outstanding Transactions within the shortest possible period, in accordance with the provisions of the same Article.

### VI. Charges

#### Art. 45 - Rates and conditions

Clients shall be informed of the current rates and conditions, applicable to the services provided to them in accordance with the terms and conditions stipulated by law. The rates and conditions are available to Clients in all of ING's branches.

Clients shall ensure that they are aware of the rates and conditions before they give their instructions or settle any Transactions. ING can, at any time, amend the charges for the

financial services offered by ING during the lifetime of the contract, for the time left to run until it expires. Any change to such lists of charges shall be agreed between ING and the Client in accordance with the procedure stipulated in Article 58.

The above provision does not prejudice the provisions stipulated in Articles 71 and 75 of these Regulations and in the special regulations, in particular Article 19 of the Special Regulations for Payment Transactions, for the Transactions and services covered by such Special Regulations.

#### Art. 46 - Commissions and costs

In accordance with the current legal provisions, Clients shall be charged in particular:

- The commissions which are customarily applied by banks
- The taxes and duties applicable to the Transactions carried out on behalf of Clients or in their favour
- The costs incurred on behalf of or in a Client's interest, or relating to his/her/its assets and the Transactions carried out on his/her/its behalf or in his/her/its favour, such as those relating to:
  - The preservation, transmission or transportation of assets or documents
  - The transmission of mail and any other communications to Clients or to third parties
  - The intermediation costs of the correspondents of ING or other intermediaries
  - All steps taken and research made to determine and assess the position of the Client, in particular to obtain any information from administrations or any third parties empowered to provide such information
  - Any research ING is obliged to make at the request of the Client or a third party empowered to make such requests, or to investigate a complaint
  - All steps taken or procedures initiated by the authorities or by third parties
  - All steps taken by ING to preserve or to recover its rights with regard to Clients
  - ING's fees for exceptional services it may be obliged to provide as a result of circumstances for which it is not responsible.

The intervention of ING may be subject to the prior payment of such costs or to the constitution of a provision intended to cover them.

#### Art. 47

The miscellaneous costs, commissions and fees in favour of ING and/or its correspondents which relate to Transactions initiated or to instructions given by

the Client or on his/her/its behalf are due even if such instructions and Transactions are cancelled, revoked or not carried out. If they have been paid by the Client they shall not be refunded.

## VII. Guarantees

### Art. 48 - Unicity of account

Whatever their nature and whatever conditions may apply to them (e.g. as regards the specific nature of an account, different terms for which accounts are allocated, or the existence of security guaranteeing the balance of an account exclusively), the various accounts (including deposit accounts, savings accounts and savings books) showing a credit or debit balance, in whatever currency or unit of account, opened in the name of the Client at one or more of ING's offices in Belgium or abroad, constitute sub-accounts of a single and indivisible account.

Subject to the same reservations, in the event the Client were to default on any commitment entered into towards ING, the latter may, upon ordinary notice, merge such sub-accounts and make transfers from one to the other, from credit balances to debit balances and vice versa. The term "balance" is used here with the meaning of a debit or credit position. Such transfers shall be carried out in euros after, where appropriate, conversion of the other currencies and units of account at the statutory rates or at the market rate in force on the bank business day prior to the transfer

### Art. 49 - Compensation

ING is authorised to set off - at any time and even after the bankruptcy of the Client - any claims, whether or not they have fallen due, in whatever currency or unit of account, which it holds on the Client against any claims, whether or not they have fallen due, in whatever currency or unit of account, which the Client holds on it to safeguard the legitimate interests of ING and provided such compensation is not prohibited by mandatory statutory provisions. Such set-offs shall be recorded in euros after, where appropriate, conversion of the other currencies and units of account at the legal rates or at the rate in force on the market on the bank working day prior to realisation.

### Art. 50 - Liens

All amounts and/or assets, of whatever nature, held by ING on behalf of the Client guarantee his/her/its commitments, of whatever nature, towards ING.

If the Client fails to fulfil his/her/its commitments, or fulfils them late, ING may withhold such amounts

and assets.

The amounts withheld may - ipso jure and at any time - be used by ING, at its discretion, to settle all or part of such undertakings in principal, interest, fees, costs and incidentals.

As far as the assets are concerned, ING may, at its discretion, sell them and use the proceeds from the sale to settle all or part of any commitments in principal, interest, fees, costs and incidentals which the Client might not have cleared within eight days from the date of the demand for immediate payment sent to him/her/it.

### Art. 51 - Constitution of provisions

To cover its risk arising out of any conditional or contingent commitments of the Client, ING may automatically debit, at any time, the Client's account with the amount required to build up a provision. Once any commitments which are thus covered have fallen due, ING may use the amount of such provision to clear the debt or the portion of the debt which it wishes to extinguish. Any amounts which have not been used shall be refunded to the Client provided the latter has no further outstanding commitments towards ING.

### Art. 52 - Assignment of claims

To guarantee the repayment of all amounts which he/she/it may owe ING, for whatever reason, in connection with his/her/its business relationship with it, the Client assigns in favour of ING all the claims it holds or may hold against any:

- Tenants, farmers or other persons with a lien or personal right on movable or immovable property belonging to the Client
- Insurance companies
- Banks and financial institutions
- Employers and social security bodies
- Payers of wages and alimony
- And, generally, all amounts which may be owed to him/her for whatever reason.

If the Client fails to fulfil any of his/her/its commitments towards ING, the latter may, without prior notice or demand for payment, notify - at the expense of the Client - the above-mentioned assignment to the debtors of the claims assigned who, thereafter, shall only be validly released by payment to ING. The Client undertakes to provide ING, at its first request, with any information and documents relating to such claims. He/she authorises ING to gather such information or request such documents from third-party debtors of

the claims assigned.

#### Art. 53 – Joint and several liability and indivisibility

All persons who, in whatever capacity, are the joint holders of an account or assets, the joint beneficiaries of a facility or are jointly involved in a single Transaction, are jointly and severally and indivisibly bound by all the relating obligations.

The heirs and general or residuary legatees of the Client are jointly and severally and indivisibly bound by all the Client's obligations of whatever nature towards ING.

### VIII. Miscellaneous provisions

#### Art. 54 – Amounts owed by ING

All amounts which may be owed by ING to the Client, for whatever reason, shall be made available by crediting his/her/its account or in any other manner ING deems appropriate. The Client may give ING specific instructions, except with regard to interest which shall be credited exclusively to the account which generated it.

This provision does not preclude the application of Articles 48 and 49.

#### Art. 55 – Amounts owed by the Client

The Client authorises ING to automatically debit - in accordance with the mandatory statutory provisions - his/her/its account with all amounts he/she/it may owe it, for whatever reason, in particular by way of interest, costs, fees, taxes or duties.

If this creates an irregular debit balance on the Client's account, he/she/it undertakes to clear it immediately, without prior demand for payment.

#### Art. 56 – Rectification of errors

ING is entitled to automatically rectify, at any time, any errors it may have committed when executing a Transaction or recording an entry, as well as those committed when transmitting an instruction even if they originate from its remitting correspondent.

Insofar as the rectification of an error committed implies the restitution of amounts or assets by the Client, ING is authorised:

- In the case of amounts, to debit the Client's account with the amount without prior notice
- In the case of assets, to repossess the latter or to automatically withdraw an equal number of assets of the same type and same quantity which it may be holding on behalf of the Client.

Apart from the rights and obligations of the parties with regard to the rectification of the error committed, such error shall not give rise to any legal repercussions on the Client's business relations with ING or with third parties, nor on ING's relationship with third parties.

#### Art. 57 – Evidence of the Client's commitments

The commitments of the Client are evidenced by:

- Any document he/she/it has signed or accepted
- By a copy of such document obtained and visualised by whatever technical process
- Any entry or summary statement compiled by ING in accordance with the legal provisions, obtained and visualised according to any technical process
- Any correspondence and/or communication – or copy of such – supplied by ING to the Client and whose content the Client has not disputed within the deadline stipulated by Article 10 of these Regulations or within the deadline stipulated, where appropriate, in the special regulations, for Transactions and services covered by these regulations (in particular the Special Regulations for Payment Transactions)
- In the case of Transactions which entailed a debit balance on the account or an aggravation of a debit balance, by the account statements compiled by ING, which constitute sufficient evidence of the existence and the amount of ING's claim as a result of such debit balance.

#### Art. 58 – Amendments to the Regulations, contracts, charges or services

Without prejudice to the provisions stipulated by these Regulations (notably Articles 71 to 75) and the special regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Regulations, any amendment taken at any time on the initiative of ING, to the provisions of these Regulations or contracts concluded between ING and the Client, to the charges of ING's financial services or to the characteristics of the latter (which are not of an essential nature for the Client or used for the purposes intended for such services, provided such use has been communicated to ING and it has accepted them or, in the absence of such specification, such use was reasonably foreseeable) shall be agreed between ING and the Client according to the following procedure.

Clients shall be informed beforehand of changes by means of a dated notice included with the account statements of the Client, sent by ordinary post or

communicated via any other durable medium, with a minimum period of notice of two months or, if the account in question is held by the Client for professional purposes, with a notice period of a minimum of fifteen calendar days. If the Client does not wish to accept such changes, he or she is free before the date - as stipulated in the aforementioned notice - the announced changes come into effect, to notify ING of his or her refusal to accept the announced changes and to immediately terminate his/her/its relationship with ING free of charge, in accordance with Article 59. In the absence of such termination, Clients are deemed to have accepted such changes.

Notwithstanding the above, for credit contracts used mainly for professional purposes, the costs and penalties stipulated by the contractual provisions relating to such credits in the case of early termination by the Client still apply where the Client terminates the credit in accordance with the above paragraph.

Notwithstanding the above, changes which are more favourable to the Client may be applied immediately and without notice, even subsequently, provided the account in question held by the Client is used for professional purposes. The new provisions shall apply to all Transactions initiated prior to their implementation but carried out later, except where the Client, within the deadline stipulated in the aforementioned notice and free of charge, terminates his/her/its business relationship with ING, fulfils all his/her/its commitments towards it and settles all outstanding Transactions. However, Transactions or commitments which, by their very nature, cannot be terminated until their settlement shall continue to be governed by the provisions previously in force.

The possible termination of the business relationship shall give rise to the application of Article 59.

#### Art. 59 – Termination of the business relationship

Without prejudice to the provisions stipulated by the special regulations, in particular the Special Regulations for Payment Transactions, for Transactions and services covered by these Regulations, both the Client and ING may - without being required to justify their decision - terminate the business relationship they have entered into, subject, where appropriate and at the request of the other party, to compensation for any loss suffered as a result thereof, which the other party shall substantiate. The party which wishes to terminate its business relations shall notify the other party of its decision in writing.

Once such notification has been given, the Client must return to ING all documents - such as forms, means of payment and miscellaneous cards - which were delivered to the Client or his/her/its proxies and which have not been used, if the Client fails to return such documents, he/she/it accepts full liability for the consequences of their possible use, in particular in the cases indicated in Article 25.

The parties shall settle all outstanding Transactions and close their mutual accounts as quickly as possible, subject to any terms or maturity dates which have been stipulated in a contract, by law or in the statutes and cannot be terminated or amended, as well as the fulfilment of any commitments which may have been entered into towards third parties.

Moreover, the provisions of these Regulations and of any other agreements between the parties shall remain applicable until full settlement of all Transactions and fulfilment of all commitments.

If the settlement leaves a credit balance in favour of the Client, he/she/it is required to inform ING of the manner in which the amounts which are owed to him/her/it are to be made available. In the absence of such instructions, ING shall make such amounts available to the Client in the manner it deems the most appropriate. This provision does not preclude the application of articles 48 and 49.

If only part of the relationship between the Client and ING is terminated, the above provisions shall apply insofar as they are compatible with the nature and terms of the relationship in question.

#### Art. 60 – Dormant accounts

If no Transaction is made for at least five years over the accounts (jointly) held by the Client him/herself or a proxy designated by him/her, and if ING and the Client have not had any contact during such period, the Client and all his/her accounts shall be considered as "dormant". In that case ING, shall start the information and investigation procedure stipulated by law. If the procedure fails to produce a result, ING shall then transfer the available balances on such dormant accounts, after deduction of the current investigation charges, as well as information stipulated by law, to the Caisse des Dépôts et Consignations/Deposito- en Consignatiekas where such assets shall be kept.

#### Art. 61 – Applicable law and competent jurisdiction

All the rights and obligations of the Client and of ING are governed by Belgian law.

Subject to cases where the competent courts are determined by legal or statutory provisions, and in particular in cases of dispute with consumers (i.e. private individuals acting for non-professional purposes), ING reserves the right, whether as plaintiff or as defendant, to bring any disputes concerning its business relationships with the Client before the courts of Brussels or before the courts with jurisdiction over the district of the office with which the business relationship is maintained, either directly or indirectly through a subsidiary or a branch.

## **Accounts**

The provisions of this section do not prejudice the provisions, whether they derogate or supplement, stipulated in the special regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Regulations.

### **I. General Principles**

#### **Art. 62**

ING may open current or deposit and savings accounts, whether or not regulated, in the name of its Clients. Other types of accounts may be opened and their terms and conditions of operation and closing shall be determined by mutual agreement between the Client and ING. Accounts may be opened in euros, in any other currency approved by ING or in any unit of account designated by mutual agreement.

Accounts in currencies other than the euro may be opened only if and insofar as the Client is also the holder of a current account in euros. This condition is not applicable to a Client who is a consumer as defined in the Code of Economic Law.

#### **Art. 63**

Without prejudice to any more restricting terms and conditions for the operating of the account, substantial withdrawals may be subject to prior notification.

#### **Art. 64**

Accounts must permanently show a (positive) credit balance.

Any debit (negative) balance on the account tolerated by ING may not, under any circumstances, be invoked as constituting a right to maintain such debit balance or to renew the tolerance. The existence of a debit balance constitutes, with regard to ING, a claim the payment of which is

automatically due in full, without any prior demand.

## **II. Account statements**

### **Art. 65**

ING provides the Client with account statements which indicate the balance on the account at the beginning of the period covered, all Transactions carried out over the account during such period, any debit or credit interest recorded, and/or the charges, as well as the balance on the account following such Transactions and/or entries.

### **Art. 66 – Form**

ING shall provide the Client with account statements either by post (see Art. 15 to 18) or through an electronic system of ING or accepted by ING, in the manner agreed between ING and the Client.

If the Client wishes to change the manner in which he/she receives statements taking account of the options offered by ING, he/she shall inform ING in writing or through an electronic system of ING or accepted by ING.

### **Art. 67 – Frequency**

In the case of statements which are transmitted by post, the frequency of the statements is determined and chosen by the Client from the possibilities offered by ING. If the Client wishes to change the frequency chosen, he/she/it shall inform ING in writing or through an electronic system of ING. The account statements made available through an electronic system of ING or accepted by ING can be requested at any time.

### **Art. 68 – Supporting evidence**

Account statements evidence the execution by ING of the Transactions, the amount and the booking to the account of the credit or debit interest by ING, and the charging of the relevant interest, fees and costs and the account balance indicated thereon, as well as, for any debit balances, ING's claim on the Client.

This provision in no way prejudices the value of the other documents or supporting elements mentioned in Articles 36 and 57.

They do not prejudice the public order or mandatory legal or statutory provisions which lay down the special rules with regard to proof, the special provisions stipulated in other regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Special Regulations.

**Art. 69 – Account approvals**

When ING sends an account statement to the Client it may ask him/her/it to approve the contents, in writing. Such approval of the account implies the Client's acknowledgement of the accuracy of the balance on the account as indicated on the statement.

In the event the Client disagrees with such balance, his/her objection or observations must be sent to ING in the forms and within the deadline stipulated by Article 10 or the special provisions stipulated in other regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Special Regulations. Otherwise the information indicated on the statement shall be deemed to be exact and approved.

**Art. 70 - Liability**

The Client accepts full liability for his/her/its choice with regard to the form and the frequency of his/her/its account statements, in particular that which may result from the time which separates the date of a Transaction from the issuing date of the account statement on which it is indicated. The Client may, at any time, check the recording of his/her/its Transactions on the account and the balance on the account by using an electronic system. Furthermore, it behoves the Client to check all detailed statements which are established when his/her/its Transactions are carried out. The provisions of this Article do not preclude the application of Article 10 which stipulates the deadline for filing a complaint or the special provisions stipulated in other regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by such regulations.

This Article does not preclude the possible application of Article 3.

**III. Current accounts****Art. 71**

**71.1.** Credit interest granted by ING and negative interest charged to the Client.

The credit balance (positive) of a current account is normally remunerated with variable interest which is credited to the account which generated it.

ING is however entitled to decide that this credit balance shall not give rise to remuneration, or even, where there is a valid reason (e.g. if the interest rate of the European Central Bank's deposit facility is

negative), to charge the Client variable negative interest on the capital deposited in such current account. Such negative interest is debited from the account which generated it.

Interest is calculated on the basis of interest rates expressed on an annual basis, unless otherwise agreed. It depends on the specific characteristics of each type of current account (notably on the nature of the current account, the currency and the amount of capital deposited). It is calculated proportionally, according to the Current Lists of Charges, on credit balances in terms of value dates.

The term "value date" means the date from which the amounts credited to or debited from an account start or cease to yield credit interest or to generate negative interest.

**71.2. Debit interest**

In the case of a debit balance (negative) on a current account, variable debit interest is owed by the Client, automatically and without formal notice, on this balance. Such debit interest is calculated on the basis of rates expressed on an annual basis, unless otherwise agreed.

These rates are set by special agreements or the Current Lists of Charges and may not exceed 2% per month.

Debit interest charged to the Client depend on the specific terms and conditions of each type of current account (notably on the nature of the current account, the currency and the amount of capital debited). It is calculated proportionally, according to the Current Lists of Charges, on debit balances in terms of value dates and debited from the account that generated it

The term "value date" means the date from which the amounts credited to or debited from an account start or cease to generate interest.

**71.3.** Publication and modification of credit interest granted by ING or of negative or debit interest charged to the Client

Any applicable terms and conditions for application, calculation and booking as well as interest rates are indicated in the "Annual Account Rates" publication and, where appropriate, in the Current Lists of Charges, available in ING branches, without prejudice, however, to a special agreement to the contrary concluded with the Client.

ING may, at any time in the future, amend the terms and conditions for the application, calculation and booking of interest. In this case, the Client is informed in advance with a notice period of at least two months or, if the account concerned of which the Client is the holder is for professional purposes, a notice period of a minimum of fifteen calendar days. The latter is then free, before the actual date - as specified in the notice - of the new terms and conditions, to notify ING of his/her/its refusal to accept the announced amendment and to immediately close his/her/its account without charge or compensation, in accordance with Article 59. If such account is not closed, the Client is deemed to have accepted such change.

At any time ING may amend its interest rate for the future (including charging negative interest on the credit balance on an account pursuant to Article 71.1, al. 2, instead of granting positive interest), without prior notice. In that case ING shall nevertheless inform the Client as soon as possible following the change, if it has not already done so, and the Client is then free to close his/her account immediately, free of charge or penalty, in accordance with Article 59.

Unless provided otherwise above, Clients shall be informed of the changes stipulated in the above paragraphs 2 and 3 of this Article 71.3 via a dated message included with the Client's account statements or in a letter sent by ordinary or electronic mail. Nonetheless ING may raise the credit interest rate it grants or lower the negative interest rate it charges to the Client without notifying, even subsequently, the latter.

In addition the new rates, terms and conditions are always available in the "Annual account interest rates" publication and, where appropriate, in the current Lists of Charges applicable. The publication and, where appropriate, the aforementioned Lists of Charges are available to Clients, in the case of prior notification of the changes in question, by the latest from such notification or, in the case of subsequent or no notification, by the latest when the changes comes into effect.

#### Art. 72

Interest is calculated and recorded once a year. However, interest may be calculated and recorded at the end of any calendar month during which an account has shown a debit balance in terms of value dates.

In the case of a change in the interest, the latter is calculated proportionally on the basis of the different

rates or amounts or the different terms and conditions for application, calculation or booking which have been in effect during the period of the year to which it relates.

The new provisions shall apply to all Transactions initiated prior to their implementation but carried out later, except where the Client, within the notice period specified by ING in accordance with Article 71 and without charge or compensation, closes the current account and settles all outstanding Transactions. However, Transactions which, by their very nature, cannot be terminated until their settlement shall continue to be governed by the provisions previously in force.

Credit interest granted by ING and negative interest charged to the Client shall not be offset by ING for the calculation of withholding tax, the latter being deducted from all credit interest granted during the period in question.

#### Art. 73

Any outstanding interest to be credited to a Client who has asked to close his/her/its account shall be made available in accordance with the terms and conditions stipulated in Article 54.

However, the Client may only avail him/her/itself of such interest at the end of the period required to search for and settle any outstanding Transactions.

### IV. Term accounts

#### Art. 74

The terms and conditions for deposits on term accounts are agreed when the deposit is made or when the term is renewed, with the general terms and conditions specific to a type of term account being the subject of special regulations available in ING branches.

The specific terms and conditions shall be confirmed by an advice compiled by ING by the latest on the date the term commences and each time it is renewed.

The amounts credited to term accounts and their balances shall be at least equal to the minimum amount stipulated in the Charges applicable on the date the deposit is made or the term is renewed.

When an account balance falls below such minimum amount it may be made available to the Client in the fashion indicated in Article 54.



## V. Savings Accounts

### Art. 75

The terms and conditions governing deposits in savings accounts, whether regulated savings deposits (i.e. savings deposits governed by the provisions of Article 21.5 of the Income Tax Code and Article 2 of the Royal Decree dated 27 August 1993 implementing the said Code, as amended by the Royal Decree of 7 December 2008 (subject to any subsequent modifying provisions) or not, are agreed at the time the account is opened, with the general terms and conditions specific to a type of savings account being the subject of special regulations available in ING branches and on the ING website.

Any amounts credited to savings accounts and their credit balances shall be at least equal to the minimum amount stipulated in the Charges applicable, which may be revised subject to prior notice, with a notice period of at least two months or, if the account concerned of which the Client is the holder is for professional purposes, a notice period of a minimum of fifteen calendar days.

When the credit balance on an account falls below such minimum amount it may be made available to the Client in the fashion indicated in Article 54.

The credit balance of a savings account is normally remunerated with interest which, unless otherwise agreed, is variable and credited to the account which generated it.

As regards unregulated savings accounts, ING is however entitled to decide that such credit balance shall not give rise to remuneration, or even, where there is a valid reason (e.g. if the interest rate of the European Central Bank's deposit facility is negative), to charge the Client variable negative interest on such capital. Such debit interest is calculated on the basis of rates expressed on an annual basis, unless otherwise agreed. Such negative interest is debited from the account which generated it.

Any terms and conditions for application, calculation and recording as well as the rates of credit interest granted by ING or of negative interest charged to the Client are included in the "Annual Account Rates" publication and, where appropriate, in the Current Applicable Rates, available in ING branches, without prejudice, however, to a special agreement to the contrary concluded with the Client.

The terms and conditions for the amendment of any terms and conditions for application, calculation and recording as well as of the interest rates are agreed

at the time the account is opened, with these terms and conditions for amendment being the subject of special regulations.

Interest depends on the specific terms and conditions of each type of current account (notably on the nature of the current account, the currency and the amount of capital booked). It is calculated proportionally, according to the Current Lists of Charges, on credit balances in terms of value dates. The term "value date" means the date from which the amounts credited to or debited from an account start or cease to yield credit interest or to generate negative interest.

## VI. Cheques

### Art. 76

Cheques may be issued to the Client upon request. ING cannot be compelled to comply with such request nor to communicate the reasons for a possible negative decision.

### Art. 77

1. The issuing of a cheque, whether or not it is guaranteed by ING - implies the existence of sufficient funds for its payment. Article 24 applies with regard to the constitution of such provision.

Subject to its possible guarantee obligation, ING may refuse to pay any cheques for which no or insufficient provision has been built up. If ING pays such cheques this shall result in a debit balance on the account which is to be repaid in full immediately, automatically and without any demand.

2. Without prejudice to the above provisions, cheques issued by the Client, bank cheques issued by ING at the request of the Client, as well as cheques drawn on other banks and presented for payment by the Client are paid exclusively to an account by ING even if the cheque does not bear any express indication to that end. Cash payments are excluded.

### Art. 78

Subject to compensation for any prejudice which he/she/it shall evidence - ING may refuse to allow the Client to issue cheques if it deems that such measure is necessary due to the circumstances or the situation of the Client.

ING cannot be compelled to communicate the reasons for its decision; it shall inform the Client of its decision in writing. Once such notice has been given, any cheques which ING has made available to the Client or his/her/its proxies and which have not been used must be returned to ING. If they are not

returned to ING the Client accepts full liability for any use which may be made of them, in particular in the cases mentioned in Article 25.

#### Art. 79

If, for whatever reason, the Client asks ING to refuse the payment of a cheque issued by means of one of its forms, ING is obliged - subject to its possible guarantee obligation - to assess in its capacity as a diligent professional, whether or not it can comply with such request.

Should it decide to comply with such request, it may also decide, if appropriate, to block the provision for the cheque on the account of the Client until amicable or legal settlement of the dispute between the Client and the beneficiary of the cheque.

### Collections

#### I. General Principles

##### Art. 80

Both in Belgium and abroad, ING shall present financial documents (such as bills of exchange, promissory notes, cheques) and trade documents (such as invoices, shipment documents or title deeds) for collection and/or acceptance, at the current rates. Without prejudice to ING's right to refuse such collection mandate where appropriate, with regard to bills of exchange and promissory notes denominated in euros and payable in Belgium, it shall only accept such mandates if the document to be presented is domiciled with a financial institution established in Belgium currently processing bills of exchange and promissory notes.

##### Art. 81

Such Transactions are governed by the provisions of the "Uniform rules for Collections" laid down by the International Chamber of Commerce in Paris (ICC), in force at the time the collection instruction is given, insofar as these Regulations do not derogate from them. For the interpretation of the commercial terms, reference is made to the "International Rules for the Interpretation of Trade Terms" (INCOTERMS) of the "ICC" in force on the date of the instruction.

##### Art. 82

The Client certifies the validity and regularity of the documents he/she/it remits for collection, in particular with regard to the wording which must mandatorily be indicated on them. Likewise he/she/it certifies the authenticity of the signatures appearing, for whatever reason, on these documents. Consequently, the Client acknowledges that ING is

not required to make any checks in this regard and declares to accept full liability for any consequences which may result from the invalidity of the documents remitted to it for collection, from their irregularity or the non-authenticity of the signatures on them. However, without prejudice to the foregoing, if ING notices that a document it has been instructed to collect is incomplete, inaccurate, incorrect or irregular, it may - although it is not obliged to do so - either return it to the Client or regularise it if it is able to do so, although such action shall not imply any guarantee on its part with regard to the perfection of the document.

##### Art. 83

The net amount of the proceeds from the collection shall be made available to the Client once the funds have been definitely received by ING. Unless the Client instructs otherwise, the amounts collected shall be credited to the Client's account in euros after, where appropriate, conversion of other currencies at the legal or market rates.

##### Art. 84

ING does not undertake to send to its Clients and other signatories of the documents the reports required by law in the event of non-acceptance or non-payment. Such reports shall only be sent at the express request of the Client and in return for payment of the costs incurred.

#### II. Commercial documents

##### Art. 85

ING's intervention in a Transaction to collect trade documents does not imply that it guarantees or certifies, in whatever manner, the accuracy or authenticity of the documents and wording on them, in particular with regard to the quantity, quality or value of the goods they represent, the conditions of any insurance policy which may cover them and the solvency of any insurers.

##### Art. 86

ING's usual activities do not include receiving or storing goods on behalf of its Clients. Consequently, it may not accept such missions, except by way of an exception.

#### III. Financial documents

##### Art. 87 - Presentation

The Bank sends financial documents for collection both within Belgium and to foreign correspondents on behalf of and at the risk of its principals.

**Art. 88**

The legal or statutory provisions of some countries grant the drawees and successive holders of financial documents the right - under certain circumstances, such as the case where, after payment, the forgery of one or several particular(s) on the document is noted - to demand, over several years, the repayment of the payment they made.

Consequently, the Client undertakes to refund ING, at its first request, with the proceeds from the payment of any document whose repayment may have been demanded from ING pursuant to such a provision, whatever the period of time which has elapsed since the payment. The Client authorises ING to debit his/her/its account with any amount which is to be refunded in this manner.

**Art. 89. - Protest**

When the Client transmits documents to ING for collection or acceptance which can be protested, he/she/it shall stipulate whether or not he/she/it exempts ING from compiling the protest. In the absence of such instructions the protest shall be compiled at his/her/its expense by a process server. However:

- As far as bills of exchange and promissory notes denominated in euros and payable in Belgium are concerned, the Client shall exempt ING from compiling a protest for any document which is not domiciled with a financial institution established in Belgium which still processes bills of exchange
- As far as cheques are concerned, ING shall only compile a protest at the written request of the Client.

With the exception of protests, the Client exempts ING from accomplishing or instructing the accomplishment of the formalities stipulated by law with regard to the preservation of recourse.

The Client acknowledges that - subject to the possible application of Article 3 - ING cannot be held liable for failure to protest or failure to observe the legal deadlines relating to presentation and protests, with regard to:

- Documents where one of the particulars is wrong, imprecise, insufficient or has been corrected
- Documents with a maturity date which is not a bank working day
- Documents payable in a place where there is no duly empowered process-server
- Documents payable in Belgium which, at the time

they are remitted to ING, have less than 8 days to run

- Documents payable abroad, which ING receives so late that the protest - or the equivalent formality in the country of presentation - cannot be compiled without exceptional diligence
- Documents transmitted for collection to correspondents of ING who, pursuant to the applicable law, regulations or customs, do not compile protests or who are not responsible for compiling the protest within the periods stipulated.
- Documents which could not be presented or protested in due time - depending on the case - by the correspondent or by the process server, or, in the event of force majeure, by ING itself.

**Art. 90 - Payment default**

If unpaid on the due date, the bill of exchange, together with any deed of protest compiled, shall be returned to the drawer or the holder via the process server. Through the intervention of the process server, the protest shall be published within the following three days in the Central Register of Notices. ING does not involve itself with late payments. The debtor Client must contact the drawer or the holder and the relevant process server directly. The debtor Client shall take the necessary steps to recover the bill of exchange or promissory note from the drawer or the holder or their bank (the remitting bank). ING accepts no liability in this respect. Nor shall ING intervene in the deletion of the protest report from the Central Register. To this end, the debtor Client must also contact the process server.

**IV. Direct debiting****Art. 91**

The Client may instruct ING to debit his/her/its account with ING in order to pay financial or trade documents, in any currency approved by ING, drawn on or issued by him/her/it, by debiting his/her/its account. Such direct debiting must be "specific", in other words the standardised number of the account to be debited must be indicated on the document. With the exception of bills of exchange and promissory notes denominated in euros and payable in Belgium. ING may however accept a "general" direct debit instruction, i.e. an instruction which includes all documents drawn on or issued to the Client.

The general direct debit instructions given by the Client do not apply to documents with a different specific direct debit instruction. By indicating the number of the account to be debited in the - specific

or general - direct debit instruction the Client designates the address of the ING's office where such account is held as the place of payment.

The above provisions do not prejudice the provisions stipulated in the Special Regulations for Payment Transactions, for the direct debits referred to in these Special Regulations, nor the provisions of this section, in particular with regard to protest and late payment.

## V. Centralisation of collections (only valid until 1 September 2013)

### Art. 92

In the cases mentioned in this article, the following provisions shall prevail over those of Articles 78 to 86 insofar as they derogate from them.

1. ING may become a member of any centralisation system for the collection of financial documents and, for this purpose, entrust all Transactions which are necessary, useful or incidental to such collections - in particular the presentation, payment, compiling of protests and non-payment advice operations - to a centralising institution. Thus, in particular it may entrust such Transactions to the National Bank of Belgium (NBB) which organises such a centralisation system in Brussels.

2. The system set up by the BNB/NBB is characterised as follows:

- a. It is applicable to bills of exchange and promissory notes (hereafter "bills") denominated in euros and domiciled with a financial institution established in Belgium, if such domiciliation is evidenced by the indication of the standardised number of the account to be debited on the actual bill.
- b. ING transmits to the BNB/NBB the bills it has received for the purpose of collection and those it has discounted.
- c. ING, as well as the other financial institutions which are members of the system, authorises the BNB/NBB, to collect - in accordance with the instructions given to ING by the presenter Client - bills as well as, where appropriate and at the express request of the presenter Client, to request or accomplish the formalities - in particular the protest, non-payment advice and cancellation of protest operations - required in the event of non or late payment.
- d. Collections (presentations and payments) are made via the clearing house or any other institution duly mandated for this purpose.
- e. Bills are paid exclusively by debiting the account

indicated on them; any funds possibly booked on another account of the drawee Client with the domiciliation bank may not be used to cover the payment.

- f. Bills which have been paid at their maturity shall remain in deposit with the NBB, which keeps them for a period of ten years from 1 January of the year following the maturity date. At the end of this deadline, the NBB shall destroy the bills.
- g. Any (partly) unpaid bill which has matured shall remain in deposit with the NBB. The remitting Bank and the presenter Client shall receive a notice of non-payment. They can, upon request, obtain a copy of the bill from the NBB. If the presenter Client does not grant any extensions of payment and if the examination of the bill shows that no recourse can be exercised against a debtor other than the presenter Client or the drawee, the NBB shall give a certified true copy of the (partly) unpaid bill, a statement of non-payment or partial payment and, where appropriate, a copy of the deed of protest to the remitting Bank who, in turn, shall transmit these documents to the presenter Client. Thereafter it behoves the presenter Client to decide whether to exercise his/her/its right of recourse. Any subsequent presentations of such a bill shall not participate in the collection centralisation system. Any late payment of a (partly) unpaid bill which has matured must be made exclusively, through the intermediary of the domiciliation Bank, to the NBB.
- h. ING is the sole contact between the Client and the NBB with regard to the collection of bills, all the Client's instructions and all the relevant information from the NBB shall transit via the remitting Bank and the domiciliation Bank.
- i. Only the domiciliation account shall be used for all financial entries relating to the bill and to its collection Transactions.

### 3. The Client:

- a) accepts that all the bills, defined in point 2.a, which he/she remits to ING for the purpose of collection shall be processed according to the procedure described in point 2 and kept by the NBB as stipulated in the said point 2. f and g; and acknowledges that proof of payment - whether total or partial - of the bills presented by him/her is sufficiently evidenced by the crediting of the amounts paid to his/her account, as recorded according to one of the methods defined in Article 36.
- b) acknowledges that all bills, as defined in point

2.a., which he/she/it accepts and for which ING is the paying agent, shall be processed according to the same procedure;

- Acknowledges that proof of payment - whether total or partial - of the bills presented by him/her/it is sufficiently evidenced by the debiting of the amounts paid to his/her/its account, as recorded according to one of the methods defined in article 36.
- Consequently he/she/it waives, by the mere fact of the domiciliation, the restitution of the documents after their payment, in particular in derogation from Article 39, sub-paragraph 1 of the co-ordinated laws of 31 December 1955 on bills of exchange and promissory notes.

## Appendix 1: General terms and conditions of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh mobility, e-ID for Branch, Payconiq for ING BE services and Belgian Mobile Identity for ING BE services.

### 1. General provisions

#### 1.1. Purpose of the General Conditions

The purpose of these General Terms and Conditions for Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh mobility, e-ID for Branch and Payconiq for ING BE services/Belgian Mobile Identity for ING BE services (hereafter the "General Conditions") is to describe the electronic services offered by ING under the name Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh mobility, e-ID for Branch and Payconiq for ING BE/Belgian Mobile Identity for ING BE services and to determine the rights and duties of the Client, the User and ING with regard to the provision by ING of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh mobility, e-ID for Branch and Payconiq for ING BE services/Belgian Mobile Identity for ING BE services in favour of the Client, as well as the access to these 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.

1° Agreement: all the provisions which determine the rights and obligations of the Client and ING in connection with the use of the ING electronic services, as listed in point 3.1 below.

2° Client: the natural person or legal entity in the name and on behalf of whom the Agreement is entered into and who/which is the holder or joint holder of the account(s) opened with ING and/or other companies of the ING Group and/or even with insurers outside the ING Group for which ING acts as an intermediary has concluded (a) contract(s), where such accounts or contracts are, in accordance with this Agreement once concluded, accessible via the Phone'Bank/Home'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services and, where appropriate, can be managed by the latter.

3° ING: ING Belgium SA/nv, Bank/Lender with its registered office at avenue Marnix 24, 1000 Brussels, VAT BE 0403.200.393, Brussels RPM/RPR, an insurance

broker, registered with the FSMA under the code n° 12381 A, acting in its own name and on its own behalf as well as in the name and on behalf of the other companies of the Group ING and insurers outside the ING Group. For the purpose of providing the means of access and signing for the Payconiq for ING BE services/Belgian Mobile Identity for ING BE services of ING Belgium and of activating such services, ING Belgium is mandated by Payconiq-Supplier as a recording authority.

ING acts, in particular, as a service provider through the channel of electronic communications as well as a certification authority and issuer of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility services access and signature means, with the other companies of the Group ING and insurers outside Europe on whose behalf ING acts as an intermediary using such services and means for secure electronic data transmission.

4° Payconiq services: electronic services provided under the name " Payconiq" by Payconiq-Supplier.

5° Belgian Mobile Identity services: services that Belgian Mobile ID provides under the name "Belgian Mobile Identity".

6° ING Contact Centre: – ING Contact Centre Belgium SA/nv, registered office: avenue Marnix 24, 1000 Brussels, Brussels RPM/RPR, VAT BE 0452.936.946 acting as the agent appointed by ING for the Phone'Bank services, as defined in point 2.2.

7° The other companies of the Group ING: 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 Phone'Bank, Home'Bank/ Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for Branch services.

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

8° The insurers outside the ING Group: the insurance

companies for which ING acts as an intermediary, which are not part of the other companies of the Group ING, which are established in a Member State of the European Union and whose services and products are available through ING's electronic services.

The up-to-date list of the insurers outside the ING Group established in a Member State of the European Union can be obtained on simple request sent to ING.

9° Parties: ING and the Client as well as, where appropriate, the other companies of the Group ING or insurers outside the ING Group.

10° User: the individual(s) designated and authorised by the Client, in accordance with the provisions of point 4 below, to use the electronic services of ING according to the conditions laid down by this Agreement. If the Client is a natural person, he/she is also a User, unless he/she is under age or incapable (in which case he/she is only a User where duly authorised).

11° Payconiq-Supplier: either, for the moment, ING Bank N.V., Bijlmerplein 888, 1102 MG Amsterdam, Handelsregister Amsterdam nr. 33031431, which belongs to ING Group, or one or more third-party companies (information available on the website of Payconiq: [www.payconiq.com](http://www.payconiq.com)), in the future, with which the Client has a contract for providing Payconiq services, including access and signature means. The Payconiq-Supplier, acting as an Internet service provider, is holder of the Payconiq mobile application, certifying authority and issuer of access and signature means, which the Client calls on for secured electronic data transmission.

12° Belgian Mobile ID: Belgian Mobile Wallet nv/SA - Sint Goedeplein 5, 1000 Brussels - VAT BE 0541.659.084 -RPR Brussel - BE64 0017 1071 6652. Belgian Mobile ID nv/SA is a third company acting as an Internet service providers, is holder of the Belgian Mobile Identity mobile application, certifying authority and issuer of access and signature means which the Client calls on for secured electronic data transmission.

13° The Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services, also designated as the electronic services of ING: all the electronic services offered by ING under the name Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/Payconiq for ING BE/Belgian Mobile Identity for ING BE services and

described in point 2 of these General Conditions.

14° Technical Documentation on the use of the electronic services of ING: any user manual of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and other technical documentation relating to the use of such services and concerning, in particular, communication and electronic signature procedures.

15° Order: any order carried out via the electronic services of ING in the name of and on behalf of the Client who requests the execution of a Payment Transaction, a Financial Instrument Transaction or any other banking, financial or insurance Transaction, and/or any request to conclude (subject to acceptance by ING or another company of the relevant ING Group and by mutual agreement) or acceptance of a banking, financial or insurance product or service contract signed in the name and on behalf of the Client.

16° Transaction: any Transaction, whether a Payment Transaction, a Financial Instrument Transaction or any other banking, financial or insurance Transaction, or even any banking, financial or insurance product or service contract which can be the subject of an Instruction via the electronic services of ING.

17° Transaction on Financial Instruments: an act of buying, subscribing to, transferring or selling financial instruments, irrespective of any underlying obligations between the payer and the payee of the order.

18° Payment Transaction: an action consisting in transferring funds, irrespective of any underlying obligations between the payer and the payee of the Payment Order.

19° BC/MC Mobile Payment Order: any Payment Order given through the operation of the Bancontact/Mister Cash (BC/MC) network linked to the ING payment card and included in the Smart Banking service.

20° Payconiq Payment Transaction: a Payment Transaction given in connection with the Payconiq services for ING BE via the Payconiq services.

21° Belgian Mobile Identity for ING BE Payment Transaction: a Payment transaction in connection with Belgian Mobile Identity for ING BE services.

22° Payment Instruction: any instruction given through the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/ e-ID for Branch services, in the name and on behalf of the Client, requesting the execution of a Payment Transaction.

23° BC/MC mobile Payment Instruction: any Payment Order given through the operation of the Bancontact/Mister Cash (BC/MC) network linked to the ING payment card and included in the Smart Banking service, in the name of and on behalf of the Client, requesting execution of a mobile BC/MC Payment Transaction to ING.

24° Payconiq Payment Transaction: any instruction given in connection with Payconiq for ING BE services via the Payconiq services, in the name of and on behalf of the Client, requesting execution of a Payconiq Payment Transaction to ING.

25° Belgian Mobile Identity Payment Instruction: each instruction given in connection with Belgian Mobile Identity for ING BE services that was given to ING via Belgian Mobile Identity services in the name of and on behalf of the Client, requesting execution of a Belgian Mobile Identity for ING BE Payment Transaction.

26° Consumer: a natural person who, in connection with the electronic services of ING, is acting for purposes other than his/her trade business or profession.

27° Durable Medium: any instrument which enables the Client or the User to store the information addressed to him/her personally in a way 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.

28° Value date: the reference date used to calculate the interest applicable to funds debited from or credited to an account.

29° 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 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 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.

## 2. Purpose of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services

### 2.1. The Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services

2.1.1. According to the possibilities offered by ING, the electronic services enable the User, via his/her telephone or computer system, or, for the Home'Bank/Business'Bank/Belgian Mobile Identity for ING BE services, via the telephone or the IT system of ING or, in the case of the Extrabranh Mobility/e-ID for Branch services, only via the ING telephone or computer system:

- To obtain general or personal banking, financial or insurance information (in particular, account information) from ING or other companies of the ING Group, or the insurers external to the ING Group, and
- To send ING, or the other companies of the ING Group or the insurers external to the ING Group, Instructions relating to Payment Transactions, financial instrument transactions or any other banking, financial or insurance transactions with a view to their execution.

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 company of the relevant ING Group or insurer external to the ING Group in question and by mutual agreement, to conclude contracts relating to banking, financial or insurance contracts with ING or insurer external to the ING Group in question (such as, for instance, opening accounts, taking out loans, making investments and taking out insurance, etc.).

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 companies of the Group ING. Similarly, the User can also receive information relating to all the accounts the Client is authorised to consult.

According to the possibilities offered by ING, the Client - if a User - and/or Users who can represent him/her, can adjust the mandates on the accounts of which the Client is a holder or co-holder, opened with ING or the other companies in the ING Group.

**2.1.2.** The electronic services of ING are accessible in Dutch, French, German and English.

**2.1.3.** When he/she requests access to Phone'Bank services, the Client also specifies that he/she wishes to use Home'Bank/Business'Bank services immediately. Subsequently, he/she may modify his/her choice at any time on request. Clients who opt for Home'Bank/Business'Bank services may also use the Phone'Bank and Smart Banking/Payconiq for ING BE/Belgian Mobile Identity for ING BE services.

The ING Smart Banking services are accessible only to Users who use the Home'Bank/Business'Bank services. The Payconiq for ING BE services are only accessible by Users who use the ING Smart Banking services. The Belgian Mobile Identity for ING BE services are accessible only to Users who use the Home'Bank/Business'Bank services or the Belgian Mobile Identity for ING BE services.

The Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Payconiq for ING BE and Belgian Mobile Identity for ING BE services can be accessed at a distance, without the physical presence of an ING member of staff.

The Extrabranh Mobility/e-ID for Branch services can only be accessed in the physical presence of an ING member of staff. The e-ID for Branch services are only accessible at ING branches.

**2.1.4.** The banking, financial or insurance products and services available via the ING electronic services are intended only for residents of an EU Member State and who are nationals of an EU Member State, unless otherwise expressly stipulated or agreed. They are supplied either by ING, in which case the latter is the "vendor", or by a third-party company (including another ING Group company or an insurer external to the ING Group), in which case the capacity of the latter with regard to the banking, financial or insurance products and services it provides is mentioned in the Home'Bank/ Business'Bank/ Phone'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch services and ING simply acts as an intermediary for and on behalf of the company concerned.

## **2.2.** The Phone'Bank Services

**2.2.1.** The Phone'Bank services are telephone services available by means of telecommunication data exchange between ING and the User. They are provided by ING by means of its electronic systems (including its telecommunications systems) and are intended for Users who have a mobile or fixed, telephone system or any other suitable means of communication connected to the public electronic communications network.

Users must ensure that their telecommunications system complies with the specifications stipulated in the Technical Documentation on the use of the electronic services of ING.

To access and use the Phone'Bank services, User must use the Phone'Bank access and signature means as defined in Articles 5 and 12 of these General Conditions.

**2.2.2.** The Phone'Bank services are services provided in person by Phone'Bank agents. These services are provided by ING

via its electronic systems (including its telecommunications systems).

**2.2.3.** To consult any information and perform any Transactions available via the Phone'Bank services, the User calls the Phone'Bank telephone number communicated to him/her in the Technical Documentation on the use of the electronic services of ING.

## **2.3.** Home'Bank/Business'Bank services

**2.3.1.** The Home'Bank/Business'Bank services are IT

services available by means of electronic data transmission between ING and the User. They are provided by ING through its electronic systems (in particular its software, servers and network) and intended for any User with a compatible IT system supplied by a third party, laptop or desktop, (Apple or not) equipped with a terminal (hereafter “the IT system” for the purposes of this Agreement). This IT system must make it possible to use ING’s electronic systems with a view to using the Home’Bank/Business’Bank services. Notwithstanding the above, Users must ensure that their IT system is compatible with the use of the Home’Bank/Business’Bank services occasionally supplied by ING at its branches.

Unless it is supplied by ING at an ING branch, Users must ensure that their IT system complies with the specifications stipulated in the Technical Documentation on the use of ING’s electronic services.

**2.3.2.** The Home’Bank/Business’Bank services are provided by ING through IT programmes (hereafter the “Home’Bank/Business’Bank Software”) and a database (hereafter the “Home’Bank/Business’Bank Database”).

To access and use the Home’Bank/Business’Bank services, the User must first activate the Home’Bank/Business’Bank services in accordance with the specifications laid down in the Technical Documentation on the use of ING’s electronic services.

To access and use the Home’Bank/Business’Bank services, Users must use the Home’Bank/Business’Bank services access and signature means as defined in Articles 5 and 12 of these General Conditions.

The Home’Bank/Business’Bank services include services provided online (hereafter “the Home’Bank/Business’Bank Online services”) and services provided when the computer is not connected directly to ING’s electronic systems (hereafter “the Home’Bank/Business’Bank Offline services”).

**2.3.3.** To use the Home’Bank/Business’Bank Offline services, Users must download the appropriate computer programme of the Home’Bank/Business’Bank Software via the Home’Bank Online services and install it on their IT system.

To use the Home’Bank/Business’Bank Online services, Users establish a connection between their IT system and ING’s electronic 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 ING’s electronic services and by the provider(s) of the electronic communications network concerned. Moreover, to use the Home’Bank/Business’Bank Online services with some means of access and signature provided by ING (e.g. some smart card readers), the User must download, via the ING website, the appropriate Home’Bank/Business’Bank software and install it on their IT system to ensure their secure access to and use of the Home’Bank/Business’Bank services.

**2.3.4.** Without prejudice to an agreement to the contrary, the Home’Bank services are for individuals acting in a non-professional capacity. Without prejudice to an agreement to the contrary, the Business’Bank services are for individuals or legal entities acting in a professional capacity.

## **2.4.** Smart Banking Services

**2.4.1.** The Smart Banking services are IT services available by means of electronic data transmission between ING and the User. They are provided by ING through its electronic systems (in particular its software, servers and network) and intended for any User with a compatible mobile IT system supplied by a third party, either an IT system (smartphone or tablet) with Android from Google or iOS from Apple (e.g. an Apple iPad, iPhone or iPod Touch, etc.), (hereafter “the mobile IT system” for the purposes of this Agreement). Such system must make it possible to use ING’s electronic systems with a view to using the Smart Banking services. To use the BC/MC mobile function linked to the ING payment card in the context of the Smart Banking services with a view to executing BC/MC mobile payments, the Mobile IT system must in addition be equipped with a camera (with autofocus). To use the fingerprint recognition function, supplied by a third party (e.g. the IOS Touch ID from Apple or the Android Fingerprint), in the context of the Smart Banking services with a view to securing access to the latter using the User’s fingerprint, the Mobile IT system must in addition be equipped with a fingerprint reader. Users must ensure that their Mobile IT system complies with the specifications stipulated in the Technical Documentation on the use of the electronic services of ING.

**2.4.2.** The Smart Banking services are provided by ING through IT programmes (hereafter the "Smart Banking Software") and a database (hereafter the "Smart Banking Database").

The Smart Banking Software and the Smart Banking Database are available in the form of two distinct electronic apps, one for smartphones (hereafter the "Smart Banking for Phone app"), the other for tablets ("hereafter the Smart Banking for Tablets app"). In particular, the Smart Banking Software may include a security module (hereafter the "Security Module") and a security file for each User (hereafter the "Security File") with the Smart Banking codes for a User in digital form which secures access to and use of the Smart Banking services. When using the fingerprint recognition function (e.g. the IOS Touch ID from Apple or Android Fingerprint), recognition of a User's fingerprint replaces that of his/her authentication code to secure access to the Smart Banking Services. The Security File is created by the User during the Security Module initialisation procedure. The Smart Banking Software uses SSL v3 (encryption/decryption technology).

To access and use the Smart Banking services, the User must first activate the Home'Bank/Business'Bank services in accordance with the specifications laid down in the Technical Documentation on use of ING's electronic services. For this purpose, the User must be able to use the Home'Bank/Business'Bank services in accordance with point 2.3. In addition, the User must download the Smart Banking Software and the Smart Banking Database (either the Phone or Tablet app) via the App Store or "Play Store" electronic application of his/her mobile IT System or via the iTunes "App Store" on the Apple website or "Play Store" on Google's website and install it on his/her/its mobile IT system. Access to the Smart Banking services and use thereof also requires using the means of access and signature of the Smart Banking services as defined in Articles 5 and 12 of these General Conditions.

**2.4.3.** The Smart Banking services are services provided online requiring a direct connection between the User's mobile IT system and ING's electronic systems.

To use the Smart Banking services, the User establishes a connection between his/her mobile IT system and ING's electronic 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 ING's electronic

services and communicated by the provider(s) of the electronic communications network concerned.

## **2.5.** Extrabranche Mobility/e-ID for Branch services

**2.5.1.** The Extrabranche Mobility/e-ID for Branch services are IT services available by means of electronic data transmission between ING and the User. They are provided by ING through its electronic systems (in particular through its software, servers and network) connected to the public electronic communications network.

Extrabranche Mobility/e-ID for Branch services are provided in the physical presence of an ING staff member via an electronic device (tablet, computer, etc.) made available by him/her.

**2.5.2.** Extrabranche Mobility/e-ID for Branch services are provided by ING through IT programmes (hereafter the "Extrabranche Mobility/e-ID for Branch Software") and a database (hereafter the "Extrabranche Mobility/e-ID for Branch Database").

Access to the Extrabranche Mobility/e-ID for Branch services and use thereof also requires using the means of access and signature of the Extrabranche Mobility/e-ID for Branch services as defined in Articles 5 and 12 of these General Conditions.

## **2.6.** Payconiq Services for ING BE

**2.6.1.** The Payconiq for ING BE services are provided, partly, through the Payconiq services and the linking IT systems of Payconiq-Supplier (notably its software, in particular the Payconiq application, its servers and its network). The User must have access to a mobile IT system enabling Payconiq's IT systems and the aforementioned IT systems of Payconiq-Supplier to be used and ensure that such mobile IT System complies with the specifications laid down by Payconiq-Supplier.

**2.6.2.** To access and use the Payconiq for ING BE services, the User must first activate the Payconiq services in the Smart Banking services, in accordance with the specifications laid down in the Technical Documentation on the use of ING's electronic services. For this purpose, the User must be able to use the Smart Banking services in accordance with point 2.4.2. In addition, the User must download the Payconiq software (hereafter the Payconiq Application) via the "App Store" or "Play Store" electronic application of his/her/its Mobile IT System or via the iTunes App Store" or "Play Store" electronic application on the relevant Google website and install it on his/her/its Mobile IT system.

**2.6.3.** To access and use the Payconiq for ING BE, Users must use the Payconiq services access and signature means provided for such purpose by Payconiq-Supplier as defined in Articles 5 and 12 of these General Conditions (hereafter the "Payconiq for ING BE services access and signature means").

**2.6.4.** To access and use the Payconiq for ING BE services, the User must use the Payconiq services and, to that end, establish a connection between his/her Mobile IT system and the IT systems of Payconiq-Supplier linked to the Payconiq services through an electronic communications network, whether a telecommunications network, public or other, and/or a broadcasting network, in accordance with the instructions stipulated by Payconiq-Supplier and communicated by the provider(s) of the electronic communications network concerned.

## **2.7.** Belgian Mobile Identity for ING BE services

**2.7.1.** The Belgian Mobile Identity for ING BE services are provided in part by Belgian Mobile Identity services and the associated computer systems of Belgian Mobile ID Payconiq-Supplier (namely, its software, and in particular the Belgian Mobile Identity app, its servers and its network). The User must have a mobile computer system with which he or she can use the Belgian Mobile Identity services and the aforementioned computer systems of Belgian Mobile ID Payconiq-Supplier, and must determine whether the mobile computer system he or she is using is compatible with the specifications set out by Belgian Mobile ID in that regard.

**2.7.2.** In order to use the Belgian Mobile Identity services for purposes of identification, authentication of signing of transactions, requesting services or documents, the User must first create a Belgian Mobile Identity profile (hereafter referred to as a "Belgian Mobile Identity account") with one of the Identity Providers (acting as registration authorities) for the Belgian Mobile Identity services, to which ING belongs. A Belgian Mobile Identity account may be created within the Home'Bank or Smart Banking services, in accordance with the specifications in the Technical Documentation on using the electronic services of ING. Next, in order to access and use Belgian Mobile Identity for ING BE services (*including in order to access and use the Home'Bank services and/or Business'Bank services*), the user must first activate the Belgian Mobile Identity for ING BE services in the Home'Bank services or Smart Banking services, in accordance with the specifications in the Technical Documentation on using the electronic services of ING. To this end, the User must among

other things be able to use the Home'Bank services, in accordance with point 2.3. or the Smart Banking services, in accordance with point 2.4. Moreover, he or she must download the Belgian Mobile Identity app (hereafter the "Belgian Mobile Identity app") via the official electronic application 'App Store' or 'Play Store' of the mobile computer systems he or she is using or via the official electronic application 'App Store' in iTunes on the Apple website or the 'Play Store' on the relevant Google website, and install them on the mobile computer systems he or she is using.

**2.7.3.** In order to activate Belgian Mobile Identity for ING BE services, the User must use the access and signature means made available to him for the purpose by Belgian Mobile ID Payconiq-Leverancier, as specified in Article 5 of these General Regulations (hereafter the 'access and signing processes of Belgian Mobile Identity for ING BE services').

**2.7.4.** In order to gain access to and use Belgian Mobile Identity for ING BE services, the User must use the Belgian Mobile Identity services and create a connection for this purpose between the mobile computer system he or she uses and the computer systems used for Belgian Mobile Identity services by Belgian Mobile ID Payconiq-Supplier, via an electronic communications network, that is, a public or non-public telecommunication network and/or radio distribution network, in accordance with the instructions of Belgian Mobile ID Payconiq-Supplier and the supplier(s) of the relevant electronic communication network(s).

## **3.** Legal framework applicable to the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Belgian Mobile Identity and Extrabranch mobility services

### **3.1.** Contract comprising the 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 Subscription Contract to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranch Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and, where appropriate, its appendices signed for and on behalf of the Client (hereafter the "Phone'Bank/Home'Bank/Business'Bank/Smart

Banking/Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Subscription Contract”)

- The Management Powers documents for general and/or specific Transactions and/or the authorisations accepted for and on behalf of the Client as well as the various aforementioned additional mandates, document amendments and authorisation forms which ING provides to the Client (notably as appendix to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch, Belgian Mobile Identity, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services Subscription Contracts or via the Home'Bank/Business'Bank services) and which have been accepted for and on behalf of the Client (hereafter “Management Powers” documents)
- These General Conditions of ING's electronic services and, where appropriate, the appendices thereto
- The prices applicable for ING's electronic services
- Technical Documentation on the use of ING's electronic services.

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 derogates therefrom, the contractual provisions relating to the electronic services of ING, the other companies of the ING Group or the insurers external to the ING Group concerned and those relating to the insurance, financial and banking products and services available via the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and, in particular, to the Transactions available via these services, apply in full to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, whether they are provisions agreed or to be agreed between the Client and ING, notably those of the General Regulations of

ING, of the Special Regulations for Trading in Financial Instruments, and the financial services covered by these Regulations, or the Special Regulations for Payment Transactions and the payment services covered by such Special Regulations<sup>1</sup>, or the General Terms and Conditions of the ING payment card for the execution of BC/MC Mobile Payment Transactions covered by these General Terms and Conditions of the ING payment card, or those agreed or to be agreed between the Client and the other companies of the ING Group (e.g. those relating to the Payconiq services agreed or to be agreed with Payconiq-Supplier) or insurers external to the ING Group.

Furthermore the documents referred to in this point 3.1.1.2, with the exception of those relating to the provisions agreed or to be agreed between the Client and the other companies of the Group ING, are available from any ING branch

**3.1.1.2.** The Client and the User can obtain all necessary information about the Phone'Bank/Home'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by calling the Phone'Bank services, browsing the ING website ([www.ing.be](http://www.ing.be)) or, with respect to the Home'Bank/Business'Bank/Smart Banking services, the information broadcast through such services.

**3.1.1.3.** The Client and the User acknowledge that, prior to conclusion of the Phone'Bank/Home'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement, they received from ING all the documents constituting the Agreement, as well as all the information they might reasonably expect, in particular with regard to the characteristics and functionalities of the electronic services of ING to check the latter's compliance with their requirements. As a result, by concluding the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement, they absolve ING from any liability in this respect and acknowledge that the electronic services of ING meet their needs.

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

The Parties agree that this Agreement (in particular,

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

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 electronic services of ING, may be amended unilaterally by ING at any time, subject however to respect of the procedure described below. ING must inform the Client individually of any amendment it wishes to make to this Agreement by means of dated 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 account statements of the Client or the User, e-mail sent to the mailbox of the Client or the User and/ or messages displayed via the Home'Bank/Business'Bank Online or Smart Banking services, without prejudice to mandatory or public order legal provisions. Such notification must take place at least two months or, if the Client is not a Consumer, at least fifteen calendar days before the amendment in question is implemented. The Client can refuse to accept such amendment and, in that case, exercise, before the effective date - as specified in the aforementioned notice - of the announced amendment and in accordance with point 18.2. of these General Conditions, his/her right to terminate the Agreement with immediate effect, without charges or compensation and without justification. In the absence of such termination, the Client is deemed to have accepted this amendment.

### 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 imperative or public order legal or statutory provisions, stipulating the rules for allocating competence, and in particular in case of dispute with Consumers, the Bank, 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, in particular the rules on the execution deadlines and cut-off times applicable to Payment Transactions

covered by these Special Regulations 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. Subscription to the electronic services of ING and users of such services

### 4.1. Subscribing to the electronic services of ING

**4.1.1.** The electronic services of ING are provided to ING Clients who wish to use these services for private and/or professional purposes.

**4.1.2.** The Phone'Bank/ Home'Bank/Business'Bank/ Smart Banking/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement is concluded with a Client by entering into the Phone'Bank/ Home'Bank/Business'Bank/ Smart Banking/ Extrabranh Mobility, e-ID for Branch, Payconiq and/or Belgian Mobile Identity for ING BE services Subscription Contract and, as appropriate, its Annexes (in particular additional mandate forms) accepted for and on behalf of the Client, where appropriate by simply subscribing as stipulated in the following paragraph.

When opening an account, appointing an authorised user of the account or entering into a contract with ING, another ING Group company or insurers external to the ING Group, the Client automatically subscribes, by signing the relevant contractual documents (documents for opening an account, "Management Authority" documents, etc.) and unless specified to the contrary in these documents, to these General Terms and Conditions of the electronic services of ING (including, notably, in the Appendix to ING's General Regulations), provided the relevant contractual documents refer to such subscription. By subscribing, the Client acknowledges that he/she/it has received a copy of these General Terms and Conditions of the electronic services of ING on paper or another durable medium in advance and has read the terms thereof. Such subscription implies acceptance of the Phone'Bank/ Home'Bank/Business'Bank/Smart Banking/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Subscription Contract and, likewise, conclusion of the Phone'Bank/ Home'Bank/Business'Bank/ Smart Banking/ Extrabranh Mobility, e-ID for Branch and/or Payconiq for ING BE Agreement.

Once the Phone'Bank/ Home'Bank/Business'Bank/

Smart Banking/ Extrabranh Mobility, e-ID for Branch, Payconiq and/or Belgian Mobile Identity for ING BE Agreement has been concluded, where appropriate by means of the aforementioned subscription, any of the Client's Users is authorised to activate and deactivate the Phone'Bank/ Home'Bank/Business'Bank/ Smart Banking/ Extrabranh Mobility, e-ID for Branch, Payconiq and/or Belgian Mobile Identity for ING BE services and to access and use them in accordance with the provisions of the Agreement.

**4.1.3.** If the Client and the User wish to activate the Phone'Bank/Home'Bank/Business'Bank/Smart Banking services, they are bound to comply with the terms, conditions or procedures set out in the Technical Documentation on use of the electronic services of ING or any other form at ING's discretion. Once accepted by ING, activation of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking services is equivalent to the commencement of the subscription to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking services.

**4.1.4.** If the Client and the User wish to activate the Payconiq for ING BE or Belgian Mobile Identity for ING BE services, they are bound to comply with the terms, conditions or procedures set out in the Technical Documentation on use of the electronic services of ING or any other form at ING's discretion.

The Payconiq for ING BE services can be activated through the Smart Banking services. Once accepted by ING, the activation of the Payconiq for ING BE services is deemed to be the subscription to the Payconiq for ING BE services.

The Belgian Mobile Identity for ING BE services can be activated through the Home'Bank/Business'Bank or Smart Banking services.

The use of Belgian Mobile Identity for ING BE services takes place through Home'Bank/Business'Bank. Once the activation of Belgian Mobile Identity has been accepted, this serves as the opening of the Belgian Mobile Identity subscription to ING services.

To secure the electronic communications in connection with the Payconiq for ING BE services, the Parties accept to use the Payconiq services offered by Payconiq-Supplier.

In order to ensure the security of the electronic communications in connection with Belgian Mobile Identity for ING BE services, the Parties accept to use the Belgian Mobile Identity services offered by

Belgian Mobile ID.

To activate the Payconiq for ING BE services in connection with the Smart Banking services, the Client to first take out a contract with Payconiq-Supplier to provide the Payconiq services offered by Payconiq-Supplier, including the provision of the access and signature means of ING Bank (hereafter the "Payconiq Agreement"). It is possible to subscribe to the Payconiq Agreement by accepting the General Terms and Conditions of the Payconiq services of Payconiq-Supplier.

By subscribing to this Payconiq Agreement, the Client accepts the choice of Payconiq-Supplier as the supplier of such services, as well as the provision of the Payconiq services, including the making available of the access and signature means of Payconiq-Supplier.

To activate the Belgian Mobile Identity for ING BE services through Home'Bank/Business'Bank or Smart Banking, the User shall first enter into a contract with Belgian Mobile ID for the Belgian Mobile Identity services provided by Belgian Mobile ID, including the access and signature means made available by Belgian Mobile ID Payconiq-Supplier (hereafter referred to as the "Belgian Mobile Identity Agreement"). It is possible to subscribe to the Belgian Mobile Identity Agreement by accepting the General Terms and Conditions of the Belgian Mobile Identity for ING BE services of Belgian Mobile ID.

By subscribing to this Belgian Mobile Identity Agreement, the Client accepts the choice of Belgian Mobile ID as the supplier of such services, as well as the provision of the Belgian Mobile Identity services, including the making available of the access and signature means of Belgian Mobile ID.

In the event of a discrepancy between the provisions of this Agreement and those of the Payconiq and/or Belgian Mobile Identity for ING BE Agreement, the provisions of the latter prevail over those of the former.

**4.1.5.** Subject to the possibilities offered by ING, the Client accepts that on concluding the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE Agreement, 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 Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch and

Belgian Mobile Identity for ING BE 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 to the same reserve, the Client also accepts that all his/her representatives and agents referred to as such in the "Management Powers" documents for the account(s) with ING and other companies of the ING Group in Europe of which he/she is the holder or joint holder shall be considered automatically as Users of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services.

Subject to the possibilities offered by ING, the Client accepts that, on conclusion of the Agreement, the accounts which he or she (jointly) holds with ING and other companies of the Group ING, designated by a User when the Payconiq services for ING BE are accessible via the Payconiq services to perform, in connection with the Payconiq for ING BE services, all Payconiq Payment Transactions authorised in connection with the management of such accounts.

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 electronic services of ING.

The Client can, by completing the various mandate forms which ING provides to the latter (notably, as annexed to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services or, subject to the possibilities offered by ING, via the Home'Bank/Business'Bank services), grant mandates by completing mandates and limits indicated on the Management Powers documents for general and/or specific Transactions for the account (jointly) held by the Client, to carry out the electronic Transactions via the electronic services of ING.

The "Management Powers" documents for the account(s) of which the Client is the holder or joint holder can, in particular in relation to the mandates, authority and the limits thereto, in the context of Transactions submitted via the electronic services of

ING, be changed at the Client's request (at his/her ING branch or, subject to the possibilities offered by ING, via the Home'Bank/Business'Bank services) in accordance, with respect to ING, with the provisions of ING's General Regulations or, with respect to the other companies of the ING Group, 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 "Management Powers" 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 thirtieth bank working day at the latest after they have been received by another bank of the ING Group. However, ING shall endeavour to implement it before such time if it is able to do so.

The provisions of this point 4.1.5. do not prejudice the setting of specific ceilings for Transactions submitted via the electronic services of ING in accordance with point 9 of these General Conditions.

**4.1.6.** Subject to the possibilities offered by ING, for the purpose of the Phone'Bank/ Home'Bank/ Business'Bank/Smart Banking/ Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services, the Client agrees to receive all information relating to the banking, financial or insurance services and products taken out in the name and on behalf of the Client with ING and other ING Group companies and insurers external to the ING Group, in particular with regard to accounts opened with ING and other ING Group companies of which the Client is the holder or joint holder or for which he/she is authorised to receive information.

He/she moreover explicitly agrees that all the Users may consult this information via the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services.

For the purpose of the Payconiq for ING BE Services and subject to the possibilities offered by ING, the Client accepts that only his/her account numbers for which the Payconiq for ING BE services have been activated are communicated to Users via the Payconiq services.

For purposes of the Belgian Mobile Identity for ING BE services and subject to the possibilities offered by ING, the Client accepts that his/her account numbers



for which the Belgian Mobile Identity for ING BE services are activated will be communicated to the Users via the Belgian Mobile Identity services.

**4.1.7.** Upon conclusion of the Contract, the Client accepts that all insurance contracts concluded with ING and other ING Group companies or insurers external to the ING Group may be accessed by Users via the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services to carry out all the Transactions authorised in connection with the management of such contracts, subject however to the possibilities offered by ING.

#### **4.2.** Users of the electronic services of ING.

**4.2.1.** The Client accepts that him/herself, if they are Users, and each User designated by him/her in accordance with point 4.1 of the General Conditions may consult the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services, including any information relating to banking, financial or insurance services and products taken out in the name of and on behalf of the Client with ING and other companies of the ING Group and insurers external to the ING Group (in particular information relating to accounts opened with ING and other companies of the ING Group, of which the Client is the holder or joint holder or for which the Client is authorised to receive information), subject however to the possibilities offered by ING and without prejudice to point 4.1. of the General Terms and Conditions.

Subject to the same reserves, 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 send orders for and on behalf of the Client requesting the execution of a Payment Transaction, a Financial Instrument Transaction or any other banking, financial or insurance transaction. Subject to the same reserves, 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 company of the ING Group or an insurer external to the ING Group concerned and to mutual agreement) to conclude insurance, financial or banking contracts, in accordance with their powers and within the limits of

such powers, as defined in point 4.1 above.

Nevertheless, by way of a derogation from the above, Users with powers which are limited in terms of the authorised maximum amount of Transactions or the number of signatures required to carry out Transactions, may not enter and transmit orders requesting the execution of Transactions on Financial Instruments.

In addition, with regard to Smart Banking and Payconiq for ING BE services, the Client accepts, by derogation from the above, that only those users of Smart Banking and Payconiq for ING BE services who are authorised to manage, alone and without restrictions (whether said restrictions are expressed in terms of the maximum authorised amount for Transactions, the number of signatures required to initiate Transactions and/or the types of Transaction authorised), the account(s) the Client holds solely or jointly with ING and other companies in the ING Group or insurer external to the ING Group may enter and transmit orders requesting the execution of a Payment Transaction, a financial instrument Transaction or any other transaction of a banking, financial or insurance nature, or otherwise enter into agreements or request (subject to acceptance by ING or by another company in the ING Group concerned, and by mutual consent) to enter into agreements of a banking, financial or insurance nature, in line with the above provisions, subject however to the possibilities offered by ING and without prejudice to point 4.1. of the General Terms and Conditions. For the application of the above paragraph for the Payconiq for ING BE, Users must also be holders of an account with ING.

**4.2.2.** To revoke the powers granted to Users, the Client must use the revocation procedure laid down in the contracts and regulations applicable between the Client and ING or another company of the ING Group or insurer external to the ING Group concerned, in particular, with respect to ING, in ING's General Regulations or, with respect to the other companies of the ING Group or insurers external to the ING Group, in the applicable regulations of the latter.

To block the means of access and signing the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE services, the Client or his/her/its Users must follow the procedures for blocking means of access and signing described in the provisions of point 6.4 of these General Conditions. However, Users duly mandated in the "Management Powers" documents or in the various mandate forms provided

by ING in Annex to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE Subscription Contract, with the exception of duly authorised representatives and agents, may only block their own means of access and signature for the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services.

If the Client or his/her/its Users subsequently wish to reverse the block, he/she/it is obliged to confirm this to ING beforehand in accordance with the terms, conditions and procedures set out in the Technical Documentation on use of the electronic services of ING or in another way at ING's discretion.

If the Client asks ING to revoke a User's powers, ING shall endeavour to block the User's access to the electronic services of ING as soon as possible on receipt of the request. It shall not, however, incur any liability in this regard until the lapse of the period of time specified for ING to actually take a revocation into account given in the contracts and regulations applicable between the Client and ING. If the Client wants such revocation to apply immediately in respect of use of the electronic services of ING, he/she/it must use the specific procedure for blocking means of access and signature referred to above in conjunction with the revocation procedure.

**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 electronic 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 electronic services of ING

**5.1.** Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services

**5.1.1.** The means of access and signature required by the User to access and use the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, including those needed to affix his/her/its electronic signature, are provided to the

User personally by ING or, for the Payconiq for ING BE services by Payconiq-Supplier and for Belgian Mobile Identity for ING BE services by Belgian Mobile ID, the User then having the choice, according to the options offered by ING - or by Payconiq-Supplier or Belgian Mobile ID - to set certain means of access and signature him/her/itself. The means of access and signature Users need to access and use the e-ID branch services, including those needed to append their electronic signature, are provided personally to the User by the Belgian public authorities, in particular by the municipality of their main residence and the Institutions and Population General Directorate of the Belgian Federal Public Service.

The means of access and signature for the Phone'Bank, Home'Bank/Business'Bank, Smart Banking and/or Extrabranh Mobility/services are provided to the User concerned at ING branches or at ING's electronic terminals (including, where appropriate, from the actual Phone'Bank, Home'Bank/Business'Bank and/or Smart Banking services) or, for the Extrabranh Mobility services, from an ING member of staff, or posted, subject to the options offered by ING.

However, ING reserves the right to refuse, notably taking security requirements into account, to post means of access and signature, and to insist on providing them over the counters of its branches or electronic terminals or, in the case of Extrabranh Mobility services, from an ING member of staff. All the costs of sending the means of access and signing are borne by the Client.

The means of access and signing of the Payconiq for ING BE services are provided by Payconiq-Supplier and used via the Payconiq services in accordance with the Agreement and the Payconiq agreement.

The means of access and signing of the Belgian Mobile Identity for ING BE services are provided by Belgian Mobility ID and used via the Home'Bank/Business'Bank services in accordance with the Agreement and the Belgian Mobile Identity agreement.

The means of access and signature Users of the e-ID branch services are provided by the Belgian public authorities, in particular by the municipality of their main residence and the Institutions and Population General Directorate of the Belgian Federal Public Service, and are used in accordance the Agreement and with the legal and regulatory provisions applicable to the delivery of Belgian electronic identity cards and the associated codes.

**5.1.2.** By entering into the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE Agreement and, where appropriate, pursuant to the signature of the "Management Powers" documents or the various mandate forms ING provides as an Annex to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE Subscription Contract, the Client and Users agree to the provision of the electronic services of ING means of access and signature. Upon receipt of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE means of access and signature, the User is liable for direct and indirect loss associated with the use, by the User or a third party, of the means of access and signature, in accordance with the provisions of these General Conditions. Until then ING shall accept the risk associated with sending the means of access and signature to the User or, with regard to the Payconiq for ING BE services, Payconiq-Supplier bears, in accordance with the Payconiq Agreement, the risks associated with sending the means of access and signing associated with such services; for Belgian Mobile Identity for ING BE services, Belgian Mobile ID bears, in accordance with the Belgian Mobile Identity Agreement, the risks associated with sending the means of access and signing associated with such services.

The liability of the Client must be examined with regard to the provisions of these General Regulations (in particular Article 8) and, where appropriate, the Payconiq Agreement or the Belgian Mobile Identity Agreement.

## **5.2.** Home'Bank/Business'Bank services

**5.2.1.** To access Home'Bank/Business'Bank services, the User uses his/her/its smart bank card with a smart card reader or, in the case of the use of Belgian Mobile Identity for ING BE services, in accordance with point 5.7 of these General Regulations, of his or her validly registered Belgian Mobile Identity for ING BE account activated on his/her smartphone for the Belgian Mobile Identity for ING BE services.

**5.2.2.** The Home'Bank/Business'Bank services are accessible to the User only after he/she/it has been authenticated by the access means provided by ING (a smart bank card with a smart card reader) and

those chosen by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User, according to the possibilities offered by ING); or, if using the Belgian Mobile Identity for ING BE services to access Home'Bank/Business'Bank services, via the Belgian Mobile Identity for ING BE account activated for Belgian Mobile Identity for ING BE services made available by Belgian Mobile ID on the User's smartphone and the PIN code chosen by the User.

**5.2.3.** With regard to access to the Home'Bank/Business'Bank Offline services, without prejudice to the provisions of this point 5. and point 8. of these General Terms and Conditions, the Client accepts that the entering and validation by someone of the User's personal access number and, where appropriate, a personal and confidential key chosen by the User constitutes due and adequate proof of the identity of such person as a User of the Home'Bank/Business'Bank services who holds the Home'Bank/Business'Bank Software for the personal access number concerned (ING ID), provided such means of access have been authenticated by the relevant Home'Bank/Business'Bank Software and, more specifically, recognised by the Software as originating from the User.

In the case of the use of a smart bank card with a smart card reader and without prejudice to the provisions of this point 5. and 8. of these General Terms and Conditions, the Client accepts that the manual or automatic entering and validation, with a view to accessing the Home'Bank/Business'Bank Online services, of the single-use password generated by the smart card of the User with the smart card reader after manually entering the PIN chosen by the User on the latter and linked to his/her smart bank card constitute valid and sufficient proof of the identity of such person as a User of the Phone'Bank/Home'Bank/Mobile Banking services who is the holder of the smart card provided such means of access have been authenticated by the electronic services of ING 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.

When using the Belgian Mobile Identity account activated for the Belgian Mobile Identity for ING BE services on his/her smartphone in order to access Home'Bank/Business'Bank Online services, and notwithstanding the provisions of points 5 and 8 of these General Regulations, the Client accepts that the entry of the User's personal PIN code into the duly working Belgian Mobile Identity app is valid and

sufficient proof of that person's identity as the User of the Home'Bank/Business'Bank services who is the holder of the Belgian Mobile Identity for ING BE account and smartphone in question, provided the means of access are validated by the computer systems of Belgian Mobile ID and ING and in particular is recognised by these electronic systems as originating from the User, and provided the use of his/her Belgian Mobile Identity account is valid and has not expired or been revoked.

**5.2.4.** Once the User has accessed the Home'Bank/Business'Bank Online services and has been identified in accordance with point 5.2.3., the User may send Orders via the aforementioned services by entering data on the keyboard of his/her IT system or, that provided by ING from an ING branch.

### 5.3. The Phone'Bank Services

**5.3.1.** The Phone'Bank services are accessible to the User only after he/she has been identified by the access means provided by ING (such as personal access number (login and/or ING ID) and/or phone number according to the possibilities offered by ING) and, where appropriate, those chosen by the User him/herself (such as a secret code and/or any other strictly personal and confidential authentication code known only to the User, according to the possibilities offered by ING).

**5.3.2.** Once the User has accessed the Phone'Bank services and after identification in accordance with point 5.3.1., the User may, send Orders orally by giving instructions to an agent via the Phone'Bank services.

**5.3.3.** With regard to access to the Phone'Bank services, without prejudice to the provisions of this point 5. and 8 of these General Terms and Conditions, the Client accepts that entering and validation by a person of the means of access made available by ING or not (such as his/her personal access number (login and/or ING ID) and/or his/her telephone number, in accordance with the possibilities offered by ING) and, where appropriate, personal and confidential means of access chosen by the User, constitute valid and sufficient proof of the identity of such person as a User of Phone'Bank services for the personal access number in question, provided such means of access are validated by ING's electronic systems, and more specifically, they are recognised by said systems as originating from the User.

**5.3.4.** In derogation from points 5.3.1, 5.3.2 and 5.3.3. of these General Terms and Conditions, for the access to certain Phone'Bank services specified in the technical Documentation relating to the use of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility services (e.g. consultation of certain account information), the Client acknowledges that the Phone'Bank services are accessible to the User after identification of the latter by way of verification questions asked by a Phone'Bank service agent, based on the personal database known to the Client and ING, without using at that time Phone'Bank service methods of access. With regard to access to the Phone'Bank services, without prejudice to the provisions of this point 5. and of point 8. of the General Terms and Conditions, the Client accepts that correct answers to the aforementioned verification questions communicated by a Phone'Bank services agent constitute valid and sufficient proof of such person's identity as the User of the Phone'Bank services for the personal access number concerned.

### 5.4. Smart Banking Services

**5.4.1.** To access the Smart Banking services for a given Mobile IT system, the User must have set up a profile (hereafter the "Profile") beforehand based on the means of access provided by ING (such as the smart bank card with a card reader and/or his/her personal access numbers (ING ID and Card ID), according to the possibilities offered by ING) and those chosen by the User him/herself (such as the PIN linked to the smart bank card, the Home'Bank/Business'Bank password and/or any other confidential authentication code known only to the User, according to the possibilities offered by ING).

Smart Banking services are subsequently only accessible to the User after he/she has been identified by means of the "profile" set up as indicated above and by the means of access chosen by the User him/herself (such as a PIN and/or any other strictly confidential authentication code known only to the User and/or fingerprint of the latter where the digital fingerprint recognition is used (e.g. iOS Touch ID of Apple or Android Fingerprint) available on some Mobile IT systems equipped with fingerprint reader, according to the possibilities offered by ING). To use the aforementioned fingerprint recognition function for a given "profile", the User must first activate such function for the "profile" in question. Such activation is itself done by the User in connection with the Smart Banking services used for such "profile".

**5.4.2.** Once the User has accessed the Smart Banking services and has been identified in accordance with point 5.4.1., the User may send Orders via the Smart Banking automated services by entering data on the keyboard of his/her Mobile IT system.

**5.4.3.** With regard to access to the Smart Banking services, without prejudice to the provisions of this point 5. and 8 of these General Terms and Conditions, the Client accepts that the entering and validation by someone of the User's "profile" and the personal and confidential means of access chosen by the User constitute valid and sufficient proof of the identity of such person as a User of Smart Banking services who is the holder of the Smart Banking Software for the relevant profile, provided such means of access have been authenticated by the relevant Smart Banking Software and, where appropriate, by the fingerprint recognition function. Through this validation, the means of access used are, in particular, recognised by the relevant Smart Banking Software and, where appropriate, by the fingerprint recognition function as originating from the User.

#### **5.5.** Extrabranche Mobility/e-ID for Branch services

Extrabranche Mobility/e-ID for Branch services are only accessible to the User in the physical presence of an ING staff member via an electronic device made available by him/her.

#### **5.6.** Payconiq Services for ING BE

**5.6.1.** The Payconiq for ING BE services can only be accessed by the User after he/she has been identified by the latter in connection with the Payconiq services via the means of access provided to him/her by Payconiq-Supplier and those chosen by the User him/herself according to the possibilities offered by Payconiq-Supplier (i.e. a password, PIN code and/or any other confidential identification code known only to the User).

**5.6.2.** With regard to access to the Payconiq for ING BE services via the Payconiq services, without prejudice to the provisions of this point 5. and 8 of these General Terms and Conditions, the Client accepts that the use of the Payconiq services in the Payconiq Application by someone constitutes due and adequate proof of the identity of such person as a User of the Payconiq for ING BE services via the Payconiq services who is the holder of the Payconiq Application for the relevant profile, provided such means of access have been authenticated by the relevant Payconiq Application and, more specifically, recognised by the Software as originating from the

User.

**5.6.3.** Once a User accesses, after their identification as such in accordance with point 5.6.2., the Payconiq for ING BE services via the Payconiq services, the Payconiq payment instructions can be transmitted by such User via the aforementioned services in accordance with the provisions of the Payconiq Agreement.

#### **5.7.** Belgian Mobile Identity services

**5.7.1.** The Belgian Mobile Identity for ING BE services are accessible to the User only after his/her identification by the Belgian Mobile Identity services via the means of access made available to him/her or chosen by Belgian Mobile ID and the means of access that the User personally chooses in accordance with the possibilities offered by Belgian Mobile ID (namely, a PIN code and/or any other strictly personal and confidential identification code belonging to the User).

**5.7.2.** As regards access to the Belgian Mobile Identity for ING BE services via Belgian Mobile Identity services, and notwithstanding the provisions of this point 5 and point 8 of the General Conditions, the Client accepts that a person's use of the Belgian Mobile Identity means of access in the Belgian Mobile Identity app is a valid and sufficient proof of that person's identity as the User of the Belgian Mobile Identity for ING BE services via the Belgian Mobile Identity services who is the holder of the Belgian Mobile Identity for ING BE app for the profile in question, provided the means of access are validated by the Belgian Mobile Identity app in question and in particular are recognised by the latter as originating from the User.

**5.7.3.** Once a user has been identified and, in accordance with point 5.6.3, has access to the Belgian Mobile Identity for ING BE services, the User may make payment transactions in Home'Bank/Business'Bank via the aforesaid Belgian Mobile Identity for ING BE services in accordance with the provisions of the Belgian Mobile Identity Agreement and the Belgian Mobile Identity for ING BE services Agreement.

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

**6.1.** The Client is liable for the proper use of the electronic services of ING by all Users, in accordance with the provisions for access and use of the electronic services of ING stipulated in the Agreement and, for the Payconiq for ING BE services

or Belgian Mobile Identity for ING BE services supplied via the Payconiq services or the Belgian Mobile Identity services, in the Payconiq Agreement or the Belgian Mobile Identity Agreement.

**6.2.** The Client and the Users must take all reasonable precautionary measures to ensure the security of access to their operating stations and their (Mobile) IT systems from which the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Payconiq for ING BE and Belgian Mobile Identity for ING BE services can be accessed.

In particular, the Client and Users undertake only to use the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services on a (mobile) IT system equipped with a recent firewall, and anti-malware (for example, spyware) and anti-virus software which are permanently enabled and updated regularly.

**6.3.** The User is obliged to save and use his/her Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services access and signature means in accordance with the provisions of this Agreement, for the Payconiq for ING BE services or Belgian Mobile Identity for ING BE services provided via the Payconiq services or Belgian Mobile Identity services, of the Payconiq Agreement and which come into effect upon the issuing or use of said services, within the limits of use agreed on with ING, Payconiq-Supplier, the other companies of the ING Group and the insurers external to the ING Group.

The User undertakes to respect the cautionary advice in order to avoid any risk of misuse of its means of access and signing the electronic services of ING: Such cautionary advice includes:

- That annexed to these Terms and Conditions as well as, for the Payconiq for ING BE services or Belgian Mobile Identity for ING BE services provided via the Payconiq services or Belgian Mobile Identity services, those mentioned in the Payconiq Agreement or Belgian Mobile Identity Agreement, and are an integral part of it
- That regularly provided to the User by ING or, for the Payconiq for ING BE services or Belgian Mobile Identity for ING BE services provided via the Payconiq services or Belgian Mobile Identity services, by Payconiq-Supplier (notably via their websites) or Belgian Mobile ID, as well as
- That which, for the e-ID for Branch services, is

provided to the User by the Belgian public authorities, in particular the Institutions and Population General Directorate of the Belgian Federal Public Service.

The User shall take all reasonable precautions to ensure that his/her Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services means of access and signature are secure. The means of access and signature chosen by the User him/herself (such as a password, PIN and/or any other authentication code) are strictly personal and confidential to the User. The User alone is liable for their use and the preservation of their confidentiality. The User undertakes not to communicate his/her Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility Payconiq for ING BE, Belgian Mobile Identity for ING BE and/or e-ID Branch services access and signature means to a third party (including, but not limited to, a spouse, a family member and/or a friend) under any circumstances and/or not to allow a third party to obtain them. Similarly, the User shall not communicate to a third party any confidential information on the security procedures applied.

Furthermore, in the context of the Smart Banking services, the User may only activate, in accordance with point 5.4.1. of these general conditions, the fingerprint recognition function (e.g. the IOS Touch ID or Android Fingerprint) for a given "profile" on a Mobile electronic system of which he/she is the sole user. In addition, he/she may only record his/her own fingerprints for the fingerprint recognition function on such same Mobile electronic system.

**6.4.** The Client and/or User is/are obliged to immediately notify ING and, for the Payconiq for ING BE services provided via Payconiq-Supplier to Payconiq-Supplier or, for the Belgian Mobile Identity for ING BE services provided via Belgian Mobile Identity services, to Belgian Mobility ID, as soon as he/she becomes aware of:

1. the loss, theft, misappropriation or any unauthorised use of his/her/their Phone'Bank, Home'Bank/Business'Bank, Smart Banking and/or Extrabranche Mobility, e-ID for Branch and/or Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signing (except in case of use of an electronic pen as means of signing of the latter services). "Loss" or "theft", within the meaning of these General Terms and Conditions, refers to any

involuntary dispossession of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signature (excepted in case of use of an electronic pen as means of signing of the latter services). "Misappropriation" or any "unauthorised use" means any illegitimate or unauthorised use of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signature (except in case of use of an electronic pen as means of signing of the latter services);

2. any technical incident or any other failure associated with the use of his/her/their Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE access and signature means or capable of jeopardising the security of these services.

ING provides each Client or User with the appropriate means to enable him/her to make such notification at any time. The Client and/or the User undertake to block, in the aforementioned cases, his/her/its means of access and signing the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by following, for instance, the blocking procedures as described in the Technical Documentation relating to the use of the electronic services of ING (in particular by calling **Card Stop (070 344 344** or +32 70 344 344 from abroad) to block cards or the **ING Help Desk (02 464 60 00** or +32 2 464 60 00 from abroad) to block only the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/ e-ID Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services).

The Client or the User receives a written or electronic confirmation or an identification means (such as a number) enabling him/her to prove their notification. **The call to Card Stop or the ING Help Desk shall be recorded by an automated system. The data recorded in this way has probative value in the event of a dispute and is saved in accordance with Article 14 (protection of privacy), without prejudice to Articles VI.83 and VII.2, § 4 of the Code of Economic Law.** The data recorded in this way constitutes proof in the event of a dispute and is saved in accordance with Article 12.

For the Payconiq for ING BE or Belgian Mobile Identity for ING BE services provided via the Payconiq or Belgian Mobile Identity for ING BE services, the User undertakes to follow the procedures for blocking the means of access and signing described in the aforementioned Payconiq Agreement or Belgian Mobile Identity Agreement, 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.

A Belgian Mobile Identity account can be blocked via the Belgian Mobile Identity app itself, on the website of Belgian Mobility ID or on the ING website. The instructions and Technical Documentation which the User is required to follow carefully for this purpose are available on each of those sites.

For the e-ID for Branch services, the User undertakes to follow the procedures for blocking the aforementioned means of access and signature stipulated by the Belgian public authorities (in particular with **DOC STOP** (free n° 00800 2123 2123 or, in countries where 00800 is not accessible, +32 2 518 2123), as quickly as possible whenever the security of such means of access could be jeopardised, whether for the reasons mentioned in point 6.4. or for any other reason.

In the event of theft, misappropriation or unauthorised use of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signature, the Client or User must also file a statement or report with the relevant local Belgian or foreign competent authorities as soon as possible. If requested by ING, the Client or User must send proof, as well as references, of the statement or report made. The Client or User undertakes to send ING any information required for the investigation.

**6.5.** Without prejudice to the special provisions applicable to Payment Transactions, in particular the provisions of the Special Payment Transaction Regulations, and the Transactions on Financial Instruments, in particular the provisions of the Special Regulations for Trading in Financial Instruments, neither the Client nor the User may revoke a Transaction which the User has carried out using his/her access or signature means of the electronic services of ING.

**6.6.** Using information which the Client receives, in accordance with point 7.3 of these General

Conditions, with regard to the Transactions carried out in the connection with the electronic services of ING (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 Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by means of the User's access or signature means. Similarly, the Client is also required to regularly verify the regularity of entries booked in the context of the electronic services of ING. Moreover Clients or Users who subscribe to the Home'Bank/Business'Bank/Smart Banking services are required to read regularly, and at least once a month, the notices provided by ING via the Home'Bank/Business'Bank services, in particular for the application of point 3.1.2.

The Client or the User is obliged to notify ING or, if the relevant Transaction involves another company of the ING Group (e.g. if the relevant account(s) is (are) involved by the Transaction is (are) held at another bank of the ING Group) or an insurer external to the ING Group, the company of the ING Group or the insurer external to the ING Group concerned by the Transaction:

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 7.3 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 7.3 of these General Conditions.

Such notification must be confirmed by the Client or the User in writing to ING or, if the relevant Transaction relates to another company of the ING Group or an insurer external to the ING Group, to the company of the ING Group or an insurer external to the ING Group concerned by the Transaction.

Without prejudice to the special provisions stipulated below and relating to the deadline for disputing Payment Transactions, any complaint relating to a Transaction carried out through the Phone'Bank/Home'Bank/Business'Bank/Smart

Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE 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.

By way of a derogation from the above provisions, the following rules apply to complaints relating to Payment Transactions.

Once the information relating to the Payment Transaction has been made available to the Client or the User – or, in the absence of such availability, supplied to the Client or the User – the Client or the User does not obtain the correction of a Payment transaction immediately notified to ING of an unauthorised Payment Transaction, or a Payment Transaction not executed or not executed correctly and giving rise to a claim, and at the latest within thirteen months following the date of the debit or the credit, unless - where appropriate - ING has not provided or made available information relating to such Payment Transaction in accordance with these General Terms and Conditions. If such notification was not made in writing, the Client or the User can confirm it in writing, as stipulated in this point, after the aforementioned deadlines have elapsed.

Where the Client is not a Consumer, the above-mentioned period of thirteen months is reduced to two months. After such deadline, the Payment Transaction shall be deemed to be correct and exact and can no longer be disputed.

**6.7.** The electronic services of ING access and signature means which are provided to Users by ING, or for the Payconiq for ING BE services via the Payconiq services by Payconiq-Supplier or for the Belgian Mobile Identity for ING BE services via the Payconiq or Belgian Mobile Identity services by Belgian Mobile ID, with the exception of the access and signature means selected by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User), remain the exclusive property of ING or, accordingly, of Payconiq-Supplier or Belgian Mobile ID, unless otherwise provided for in this Agreement or expressly agreed with the Client or the User.



The smart card readers offered free of charge by ING or bought by the Client or the User to replace smart card readers offered free of charge by ING remain the exclusive property of ING, unless stipulated otherwise in this Agreement or expressly agreed with the Client or the User. However, card readers bought by the Client or the User, with the exception of those acquired to replace smart card readers offered free of charge are, from the time of their purchase, the exclusive property of the relevant Client or User.

Users undertake to return to ING, Payconiq-Supplier, Belgian Mobile ID or Another company of the ING Group accordingly, at the first request of ING, Payconiq-Supplier, Belgian Mobile ID or Another company of the ING Group, the Phone'Bank/Home'Bank/Business'Bank/ Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services his/her access and signature means, with the exception of the card readers which are the exclusive property of the Client or the User. Furthermore, the User undertakes to return to ING his/her Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE access and signature means, with the exception of the card readers which are the exclusive property of the Client or the User, in the event the access and signature means are no longer used following termination of this Agreement or revocation of the User's powers.

## 7. ING's obligations as regards security

**7.1.** Without prejudice to the obligations of the Client and the User stipulated in Article 6, ING guarantees the secrecy of the access and signature means chosen by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User).

**7.2.** ING shall refrain from providing any unsolicited access and signature means of ING's electronic services, except to replace such means.

**7.3.** At the very least ING shall ensure that the User is sent electronic (where appropriate, by e-mail), telephone or written confirmation of receipt of his/her Order requesting execution of a Payment Transaction, Transaction on Financial Instruments or any other banking, financial or insurance Transaction or request to conclude or accept a banking, financial or insurance contract placed via the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for

ING BE services. Depending on whether it is an Order or an application to conclude or accept a contract, ING, the other company of the ING Group or the insurer external to the ING Group in question, shall also or, instead of the aforementioned written confirmation, ensure that the User or Client is sent electronic (where appropriate, by e-mail) 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 above, 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 company of the ING Group where the account in question is held shall provide or make available to the Client or the User, regularly and at least once a month following the receipt, acceptance of execution of Orders relating to Transactions transmitted in connection with the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services through the channel of the User's access or signature means, information relating to such Orders, whether it be through an account statement, a bank statement or any other document on a durable medium, electronic or otherwise.

Without prejudice to the foregoing, ING shall provide the Client with confirmation of the execution of a Transaction involving financial instruments on the day following the execution of the relevant Transaction, at the latest, in accordance with Article 118 of the Special Regulations for Trading on Financial Instruments.

**7.4.** As soon as ING receives the notification referred to in points 6.4 or 6.6 of these General Conditions in accordance with the blocking procedures mentioned in said points, ING shall prevent any further use of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE access and signature means.

**7.5.** At the Client's or the User's request, ING shall provide proof that the Client or the User has duly made such notification within eighteen months from the said notification referred to in point 6.4.

## 8. Liabilities of the Parties

### 8.1. General liability as regards the electronic services of ING

**8.1.1.** Unless otherwise provided for in this Agreement (in particular those of Article 8.2.), ING, in accordance with its general duty of care as laid down, in particular, in ING's General Regulations, accepts liability for any gross negligence or a deliberate transgression of duty (with the exception of minor offences) committed while carrying out its professional activities, either by it, by its employees or sub-contractors approved by it.

ING exercises the utmost care in executing the Agreement properly. However, unless expressly provided otherwise in the Agreement (in particular in Article 8.2), the obligations arising from the latter which are incumbent on ING are only best effort obligations. In particular for ING, are considered to be result obligations the Payment Transaction obligations stipulated in points 6.4., 7.1., 7.4 and 12.1.1. of these General Terms and Conditions.

Unless stipulated otherwise in this Agreement (in particular in Article 8.2), under no circumstances is ING liable for indirect loss, notably, 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.

**8.1.2.** The liability and/or guarantee of ING, the other companies of the ING Group or insurers external to the ING Group concerned as regards banking, financial or insurance products and services available via the electronic services of ING and, more specifically, the Transactions available via these services, are governed exclusively by the agreements and other contractual conditions entered into with the Client, in particular, but not limited as far as ING is concerned to, the General Regulations of ING, the Special Regulations for Payment Transactions of ING and the Special Regulations for Trading on Financial Instruments, or with regard to the other companies of the ING Group or insurers external to the ING Group, the applicable regulations of such companies.

These Transactions are proposed as such via the Phone'Bank/ Home'Bank/ Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, without any guarantee or additional liability on the part of ING as a result of providing them via such 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 Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch Software or the Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch Database provided it designed them, or in the choice of the Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch Software or Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch 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 Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch Software and the Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch 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 to the Client, a User or a third party which might result from the use of the Home'Bank/ Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by the Client or a User in a way which does not comply with the conditions for access and use of these services which are stipulated in this Agreement or, for the Payconiq for ING BE services supplied via the Payconiq services, in the Payconiq Agreement or, for the Belgian Mobile Identity for ING BE services supplied via the Belgian Mobile Identity services, in the Belgian Mobile Identity Agreement, or in the case of the e-ID for Branch services supplied by the public authorities.

**8.1.5.** Prior to receipt of the notification referred to in point 6.4 of these General Conditions, 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, for other companies of the Group ING, for insurers external to the ING Group or for third parties, from any use, whether improper or otherwise, of the Home'Bank/ Business'Bank/Smart

Banking/Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or for the Belgian Mobile Identity for ING BE services by third parties using access and signature means of a User. This provision does not prejudice point 8.2. of these General Conditions.

Furthermore, the liability of both Payconiq-Supplier and the Client in the event of theft, loss, misappropriation or unauthorised use of the Payconiq for ING BE means of access and signing services is governed by the provisions of the Payconiq Agreement. As ING is not the issuer of these means of access and signing, it cannot incur liability with regard to the Payconiq for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such accessing and signing means, except in the event of gross negligence or intentional misconduct on its part.

Furthermore, the liability of both Belgian Mobile ID and the Client in the event of theft, loss, misappropriation or unauthorised use of the Belgian Mobile Identity for ING BE services means of access and signing is governed by the provisions of the Belgian Mobile Identity Agreement. As ING is not the issuer of these means of access and signing, it cannot incur liability with regard to the Belgian Mobile Identity for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such access and signing means, except in the event of gross negligence or intentional misconduct on its part.

**8.1.6.** Except in the event of serious or deliberate transgression of duty on its part or that of its sub-contractors approved by it, ING refuses any liability for direct or indirect loss caused to the Client or to a User for the purpose of Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by devices, networks, terminals or equipment or configurations not approved by ING, resulting in particular from defects, breakdowns or failures in electronic communications networks or from the poor functioning or poor configuration of devices, networks, terminals or computer, telecommunications or broadcasting equipment not approved by ING that were made available or chosen by Payconiq-Supplier or Belgian Mobile ID for purposes of the Payconiq or Belgian Mobile Identity services.

For this point 8, devices, networks, terminals or

means of equipment or configurations not approved by ING, mean those acquired from third parties or from the Client or the User him/herself, free or at a cost, by the Client or by the User to access and use the electronic services of ING and:

- Which are not supplied by ING or its sub-contractors (unlike, for instance, the Card Reader supplied by ING), and
- Which are not specifically designated by ING as approved by it, or
- Which have not been validly created by Payconiq-Supplier for the supply of Payconiq services or that have not been validly created by Belgian Mobile ID for the supply of Belgian Mobile Identity services.

However, are also considered as not approved by ING, those made available by Payconiq-Supplier for the supply of Payconiq services in connection with the Payconiq for ING BE services (in particular the network linked to such Payconiq services and the means of access and signing the Payconiq for ING BE services). The following are also considered as not approved by ING: devices, networks, terminals, equipment or configurations supplied by Belgian Mobile ID for the supply of Belgian Mobile Identity services in connection with the Belgian Mobile Identity for ING BE services (in particular, the network connected to the Belgian Mobile Identity services and the access and signing means for Belgian Mobile Identity for ING BE services).

Subject to the same reserves as mentioned above, ING refuses any liability for direct or indirect loss caused to the Client or to a User in connection with the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services arising from notably:

- Acts or omissions which can in any way be attributed to third parties, including the Client or the User, which have not been approved by ING, and in particular any addition or alteration to the Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch Software of ING, the Belgian Mobile Identity app of Belgian Mobile ID or the Payconiq app of the Payconiq-Supplier or "jailbreaking" of the Mobile IT System carried out by the Client, the User or by third parties, and not approved by ING
- Legal or statutory obligations stipulated by domestic or community legislations; or
- Events beyond ING's control, such as action by authorities, war, riot, strike, default by its own suppliers, damage resulting from fire or natural

causes (such as flooding, storm and lightning) or any event of force majeure.

Consequently, in the context of electronic services, ING cannot guarantee and provides no guarantee concerning:

- Access, availability as well as the access and response times for ING's electronic services via devices, networks, terminals or equipment not approved by ING and
- The technical security and reliability of communications via devices, networks, terminals or equipment not approved by ING, in particular in the context of the Home'Bank/Business'Bank, Smart Banking, Payconiq for ING BE or Belgian Mobile Identity for ING BE services, protection against viruses and other malware (e.g. spyware, etc.) despite the protective measures established by ING; and
- Protection and confidentiality of communications via devices, networks, terminals or equipment not approved by ING.

Subject to the same reserve, ING is not liable, in particular, in the context of the Payconiq for ING BE services:

- For the non-execution or incorrect execution, attributable to Payconiq-Supplier in the context of its activity of providing the means of access and signing of the Payconiq services (in particular for the provision of the access and signature means of the Payconiq for ING BE services or as a mere conduit) for Transactions submitted using the aforementioned means of access and signing, using devices, networks, terminals or equipment approved by Payconiq-Supplier, whether they are placed under its control or not, and
- For Transactions carried out without the User's authorisation arising from an action or omission attributable to Payconiq-Supplier or any error or any irregularity in managing the Client's account attributable to Payconiq-Supplier in the context of its activity of providing the Payconiq services (in particular the provision of the access and signature means of the Payconiq for ING BE services or as a mere conduit).

In both of these cases, Payconiq-Supplier's liability is incurred in accordance with the conditions laid down in the Payconiq Agreement and taking into account its capacity as a mere conduit and issuer of the means of access and signing of the Payconiq for ING BE services.

Subject to the same reserve, ING is not liable, in particular, in the context of the e-ID for Branch services:

- For non-execution or incorrect execution, attributable to the Belgian public authorities in the context of their activity of providing services associated with Belgian electronic identity cards (in particular for the provision of the latter and the PINs linked to them or as a mere conduit) of Transactions submitted using the means of access and signing of e-ID for Branch services, via devices, networks, terminals or equipment approved by the Belgian public authorities, whether they are placed under their control or not, and
- For Transactions carried out without the User's authorisation arising from an action or omission attributable to the Belgian public authorities or any error or any irregularity in managing the Client's account attributable to the Belgian public authorities in the context of their activity of providing Belgian electronic identity card services (in particular the provision of the card and the PINs linked to it or as a mere conduit therefor).

Subject to the same reserve, ING is not liable, in particular in the context of the Belgian Mobile Identity for ING BE services:

- For non-execution or incorrect execution, attributable to Belgian Mobile ID in the context of its activity of providing Belgian Mobile Identity services (in particular, for the provision of the access and signing means for the Belgian Mobile Identity for ING BE services or as a mere conduit therefor) for Transactions submitted using the aforementioned access and signing means via devices, networks, terminals or equipment approved by Belgian Mobile ID, whether they are placed under their control or not,
- For transactions carried out without the User's authorisation arising from an action or omission attributable to Belgian Mobile ID or any error or any irregularity in managing the Client's account attributable to Belgian Mobile ID in the context of its activity of providing Belgian Mobile Identity services (in particular for the provision of the access and signing means for Belgian Mobile Identity for ING BE services or as a mere conduit therefor),
- For non-execution or incorrect execution, attributable to the Belgian public authorities in the context of their activity of providing services associated with Belgian electronic identity cards

(in particular for the provision of the latter and the PINs linked to them or as a mere conduit therefor) of Transactions submitted using the e-ID for Branch services means of access and signing, via devices, networks, terminals or equipment approved by the Belgian public authorities, whether they are placed under their control or not, and

- For transactions carried out without the User's authorisation arising from an action or omission attributable to the Belgian public authorities or any error or any irregularity in managing the Client's account attributable to the Belgian public authorities in the context of their activity of providing electronic identity card services (in particular for the provision of the cards and of the PINs linked to them, or as a mere conduit therefor).

In these cases, Belgian Mobile ID for the first two cases, and the Belgian public authorities for the last two are liable:

- In the case of Belgian Mobile ID, in accordance with the conditions laid down in the Belgian Mobile Identity Agreement and taking into account its capacity as a mere conduit and issuer of the means of access and signing for the Belgian Mobile Identity for ING BE services, or
- In the case of the Belgian public authorities, in accordance with the conditions laid down in the legal and regulatory provisions and taking into account their capacity as a mere conduit and issuer of the means of access and signing of the e-ID for Branch services.

**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 Orders 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, are responsible for ensuring that their

computer, telephone or other equipment, software and configurations are compatible for accessing, downloading, activating, installing and using the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, in particular the Home'Bank/Business'Bank/Smart Banking Software, the Belgian Mobile Identity app of Belgian Mobile ID or the Payconiq app of Payconiq-Supplier and the Home'Bank/Business'Bank/Smart Banking Database provided by ING.

**8.1.9.** ING ensures the User that the Home'Bank/Business'Bank/Smart Banking Software and Database are free of any known virus on the installation date of Home'Bank/ Business'Bank/Smart Banking services.

**8.1.10.** As they are not issuers of access and signature means of the electronic services of ING, the other companies of the Group ING (with the exception of Payconiq-Supplier for the access or signature means of the Payconiq for ING BE services) and the insurers external to the ING Group refuse any liability with regard to the consequences associated with the loss or theft of such means, except in the event of serious or deliberate fault on their part.

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

In derogation from points 5.1.2, 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 8.1.10, 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 a Payment Transaction not or poorly carried out

**8.2.1.1.** Payment Transactions covered by the Special Regulations for Payment Transactions (payment transactions in euros or in the currency of a Member State of the European Economic Area (hereafter the 'EEA<sup>2</sup>'), and carried out within the EEA<sup>3</sup>)

The respective liability of the Parties in the event of non-execution or incorrect execution of the Payment Transactions covered by this point is determined in accordance with Articles 16 to 18 of the Special

<sup>2</sup> On 1 December 2009, the EEA included, in addition to the 27 Member States of the European Union, Norway, Iceland and Liechtenstein.

<sup>3</sup> Both the payment service provider of the principal and the payment service provider of the beneficiary must be located in the EEA.

Regulations for Payment Transactions. For the application of these provisions, a Payment Order is only considered to have been given by the User once the latter has received electronic, written or telephone confirmation from ING of the receipt of his/her Order sent via the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch services and/or in connection with the Payconiq for ING BE or the Belgian Mobile Identity for ING BE services via the Payconiq services or the Belgian Mobile Identity services.

Furthermore the previous provisions do not prejudice Article 2.2 of the Special Regulations for Payment Transactions.

#### **8.2.1.2. Payment Transactions not covered by the Special Regulations for Payment Transactions**

In the event of non-execution or incorrect execution of Payment Transactions not covered by the Special Regulations for Payment Transactions ING can only be held liable in the case of serious or deliberate transgression of duty on its part.

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, 29°, ING is only liable for the execution of the 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 Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch services or, in connection with the Payconiq for ING BE or the Belgian Mobile Identity for ING BE services, via the Payconiq services or the Belgian Mobile Identity 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.

#### **8.2.1.3 BC/MC Mobile Payment Transactions covered**

by the ING payment card General Terms and Conditions

The respective liability of the Parties in the event of non-execution or incorrect execution of BC/MC Mobile Payment Transactions is determined in accordance with Articles 9 and 10 of the General Terms and Conditions of the ING payment card.

For the application of these provisions, a BC/MC Mobile Payment Order is only considered to have been given by the User once the latter has received electronic confirmation of the receipt of his/her Order sent via the BC/MC Mobile function included in the Smart Banking services.

#### **8.2.2. Liability in the case of unauthorised Payment Transactions through the Phone'Bank, Home'Bank/Business'Bank, Smart Banking and/or Extrabranche Mobility/e-ID for Branch services**

**8.2.2.1.** Whatever the currency of the Payment Transaction, the liability of the Parties with regard to unauthorised Payment Transactions through the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility and/or e-ID for Branch services is determined in accordance with the following provisions, whether the Payment Transaction is carried out within or outside the EEA.

##### **8.2.2.2 Liability of the Client**

**8.2.2.2.1.** The Client shall be liable for losses arising from the loss, theft, misappropriation or any unauthorised use of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility and/or e-ID for Branch access and signature means (except when an electronic pen is used as means to sign for the latter services) of the Client or the User until notification by the Client or the User as stipulated in point 6.4, sub-paragraphs 1 and 2 of these General Conditions.

However, his/her liability is limited to a maximum amount of 150 euros for all Payment Transactions carried out prior to the said notification, unless such losses result from the fact that the Client and/or the User did not meet, deliberately or due to serious negligence, one or several obligations incumbent upon him/her pursuant to these General Conditions. In that case, the ceiling of 150 euros does not apply. Gross negligence is considered in particular as:

1° the fact, for the User, of writing down his/her password, PIN and/or any other strictly personal and confidential authentication code, including the PIN code for the Belgian Mobile Identity for ING BE

services, in an easily recognisable form, in particular near his/her (Mobile) computer system, or smart card, on his/her smart card reader, on his/her telephone or even on an item or document the User keeps and takes with him/her;

2° the fact the Client or the User fails to notify ING immediately, as soon as he/she is aware of the loss, theft, misappropriation or any unauthorised use of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for Branch services access and signature means (except when an electronic pen is used as means to sign for the latter services), in accordance with point 6.4 § 1 and 2 of these General Conditions.

3° the fact the Client or the User fails to notify ING immediately as soon as he/she is aware of the loss, theft, misappropriation or any unauthorised use of his/her Belgian Mobile Identity account as a means of access and signing for the Home'Bank/Business'Bank services, in accordance with point 6.4, § 1 and 2 of these General Conditions.

Furthermore ING wishes to draw the Client's attention to the fact that other actions or behaviour, whether or not they result from non-observance by the Client and/or the User of his/her obligations under these Regulations, could be qualified as gross negligence, according to all the circumstances under which they occurred or happened, as decided the courts and tribunals in the final instance.

For instance, the following could be qualified as gross negligence, according to the circumstances and without prejudice to the assessment of the courts and tribunals:

- The fact, for the User, of not using his/her Phone'Bank services, Home'Bank/Business'Bank services (including the Belgian Mobile Identity for ING BE account) and/or Smart Banking services access and signature means in accordance with the conditions for access and use of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services which are stipulated in the Agreement and within the utilisation limits agreed with ING, the other companies of the group ING and the insurers external to the ING Group. Nonetheless, non-observance by the Client or the User of Article 6.4, § 4 or 5 of these General Conditions relating to the obligation to confirm the notification in writing and the obligation to report or file a complaint cannot be automatically qualified as gross

negligence per se

- The fact that the User fails to abide by the cautionary advice appended to these General Conditions
- The fact that the User fails to keep his/her Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for Branch services access and signature means (including the Belgian Mobile Identity account) (except when an electronic pen is used as means to sign for the latter services) safe to prevent any misuse by third parties and, for instance, leaves them in a vehicle or place accessible to the public, except, in the latter case, if they are in a locked cupboard or safe. A place accessible to the public is considered to be any place to which others have access, although not necessarily a place open to the public
- The fact that the User allows a third party (including, without any restrictions, his/her spouse, a relative or friend) knowledge of his/her password, PIN and/or any confidential and strictly personal authentication code (including the PIN code for the Belgian Mobile Identity for ING BE services) or to use his/her Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for Branch services access and signature means (except when an electronic pen is used as means to sign for the latter services).

**8.2.2.2.2.** When the Client and/or the User acted fraudulently, the Client shall bear all the losses resulting from unauthorised Payment Transactions carried out both before and after the notification stipulated in point 6.4 of these General Conditions (notwithstanding ING's obligation to do its utmost to prevent any other use of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for Branch services access and signature means).

**8.2.2.2.3.** By way of a derogation from the above provisions, the Client shall not bear any loss in the following cases:

1° If the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for Branch services means of access and signature were used without any physical presentation or electronic identification. Mere use of a confidential code or other similar proof of identity is not sufficient to invoke the Client's liability.

2° If the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for

Branch services means of access and signature were copied by a third party or used without authorisation, provided the User was, at the time of the disputed Payment Transaction, in possession of his/her means of access and signature. This provision covers the forgery of the card and the copying or pirating of the means of access and signature via hacking, skimming, etc.

Nonetheless the derogations laid down in this provision do not apply if it is established that the Client and/or User acted fraudulently or deliberately.

**8.2.2.2.4.** If the Client is not a Consumer, the upper limit of 150 euros referred to in Article 8.2.2.2.1 does not apply. Consequently, until the notification stipulated in point 6.4 of these General Conditions, the Client shall bear all the losses resulting from the loss, theft, misappropriation or any unauthorised use of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility and/or e-ID for Branch services access and signature means (including the Belgian Mobile Identity account) (except when an electronic pen is used as means to sign for the latter services) of the Client or the User, except for serious or deliberate error on the part of ING.

### **8.2.2.3. *ING's liability***

**8.2.2.3.1.** Except in the case of fraud, grave negligence or deliberate breach on the part of the Client and/or User of one or more obligations incumbent upon him/her pursuant to these General Conditions, and without prejudice to point 8.2.2.2.4 when the Client is not a Consumer, ING shall cover, above the amount of 150 euros to be borne by the Client, the losses linked to unauthorised Payment Transactions prior to the notification stipulated in point 6.4 of these General Conditions.

**8.2.2.3.2.** Except in the case of fraud by the Client and/or User, ING shall bear the losses associated with unauthorised Payment Transactions before the notification stipulated in point 6.4 of these General Conditions.

**8.2.2.3.3.** Except if it is established that the Client and/or User acted fraudulently or deliberately, ING shall bear the losses associated with unauthorised Payment Transactions in the following cases:

1° if the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility and/or e-ID for Branch services access and signature means are used without physical presentation and electronic identification. The mere use of a confidential code or

another similar proof of identity is not sufficient to imply the Client's liability;

2° if the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility and/or e-ID for Branch means of access and signature were copied by a third party or used without authorisation, provided the User was, at the time of the disputed Payment Transaction, in possession of his/her means of access and signature. This provision covers the forgery of the card and the copying or pirating of the means of access and signature via hacking, skimming, etc.

**8.2.2.3.4.** In the case of an unauthorised Payment Transaction, ING shall refund the Client without delay with the amount of the unauthorised transaction, plus interest where appropriate, by restoring the account debited to the state it would have been in if the unauthorised Payment Transaction had not occurred. This provision does not prejudice the obligations and liabilities of the Client and User as described in point 6 and point 8.2.2.2.

Similarly, in the cases mentioned in point 8.2.2.3.3 (remote use of the access and signature means, hacking or skimming of the access and signature means) and unless the Client and/or User acted fraudulently or deliberately, it shall refund the Client with the amount required to restore the account debited to the state it was in prior to the use of the access and signature means forged, hacked or skimmed within the meaning of this provision. In addition, ING shall refund the Client for any other financial consequences, in particular the amount of expenses borne by the Client to determine the losses repayable, provided the amounts claimed under its liability are established using documentary evidence.

The above provisions do not prejudice point 8.2.2.2.4 when the Client is not a Consumer.

**8.2.2. Liability in the case of unauthorised Payment Transactions in connection with the Payconiq for ING BE services**

**8.2.2.1.** For the purpose of the Payconiq for ING BE services ING accepts liability for the Payment Transactions carried out without the authorisation of the Client or the User following a deed or omission attributable to ING or due to a breakdown or fraud of its own electronic systems, as well as any error or irregularity in connection with the management of the account (jointly) held by the Client and attributable to ING, except in the case of fraud on the part of the actual Client or User. 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.

**8.2.2.2.** In the event of the theft, loss, misappropriation or unauthorised use of the Payconiq for ING BE services means of access and signing, the liability of Payconiq-Supplier and the Client is settled by the Payconiq Agreement. As ING is not the issuer of these means of access and signing, it cannot incur liability with regard to the Payconiq for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such access and signing means, except in the event of gross negligence or intentional misconduct on its part.

**8.2.3.** Liability in the event of unauthorised Payment Transactions in the context of the Belgian Mobile Identity for ING BE services

**8.2.3.1.** For the purpose of the Belgian Mobile Identity for ING BE services, ING accepts liability for the Payment Transactions carried out without the authorisation of the Client or the User following a deed or omission attributable to ING or due to a breakdown or fraud of its own electronic systems, as well as any error or irregularity in connection with the management of the account (jointly) held by the Client and attributable to ING, except in the case of fraud on the part of the actual Client or User. 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.

**8.2.3.2.** In the event of the theft, loss, misappropriation or unauthorised use of the Belgian Mobile Identity for ING BE services means of access and signing, the liability of Belgian Mobile ID Payconiq-Supplier and the Client is settled by the Belgian Mobile Identity Agreement. As ING is not the issuer of these means of access and signing, it cannot incur liability with regard to the Belgian Mobile Identity for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such access and signing means, except in the event of gross negligence or intentional misconduct on its part.

**8.2.4.** Force majeure

By way of a derogation from the provisions of articles 8.2.1, 8.2.2 and 8.2.3, ING cannot be held liable in the event of force majeure, or when it is bound by other

legal obligations stipulated by domestic legislations or the European Union.

## 9. Ceilings of Transactions

**9.1.** In the context of the electronic services of ING, 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 and/or the other companies of the ING Group. These limits may vary according to the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility and/or e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE services chosen for issuing Orders relating to Transactions according to the means of signature itself chosen to that end – in relation to the aforementioned services.

**9.2.** Within the minimum and maximum amounts set by ING and/or the other companies of the ING Group and communicated to the User, certain applicable ceilings can, at the request of the User or the Client, and in agreement with ING or the other companies of the ING Group, be changed to suit the Client or the User's own requirements. Information in this regard is available from any ING branch or registered offices or, if the account(s) concerned is (are) held at another ING Group company, at the bank where the account(s) concerned is (are) held.

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

- Following the loss, theft, misappropriation or any unauthorised use of Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services access and signature means.
- 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 "Management Powers" documents for the relevant account or in the various mandate forms provided by ING as an appendix to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING

BE Agreement and who are not representatives or agents duly authorised by the Client may only adjust their own ceilings.

**9.3.** The following ceilings apply to Orders relating to Payment Transactions given via the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services, from accounts opened with ING, unless otherwise agreed upon with ING, in accordance with point 9.2 of these General Terms and Conditions, those published in the document relating to Transaction limits available on ING's website ([www.ing.be/limits](http://www.ing.be/limits)) or from any ING branch.

**9.4.** The ceilings applied to other Orders are communicated to the User in connection with the Phone'Bank/ Home'Bank/Business'Bank/Smart Banking/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE Agreement. Users can always access the ceilings applicable to Orders via the Phone'Bank, Home'Bank/Business'Bank (including for the Belgian Mobile Identity for ING BE services), Smart Banking (including for the Payconiq for ING BE services) and/or /Extrabranh Mobility services. In addition, Users are always notified if a Transaction cannot be carried out if a ceiling is exceeded.

**9.5.** The Phone'Bank and Home'Bank/Business'Bank services (including the Belgian Mobile Identity for ING BE services) offer the possibility of sending, with a single electronic signature, grouped orders requesting the execution of Payment Transactions, Financial Instrument Transactions or any other banking, financial or insurance Transactions. With respect to such grouped orders, it is agreed that, if the powers conferred by the Client on his/her Users are limited to a certain amount, ING shall apply these limits to the amount of each separate order and not to the overall amount for the grouped orders, unless expressly agreed otherwise.

**9.6.** The Home'Bank/Business'Bank and Smart Banking and e-ID for Branch services (including the Belgian Mobile Identity for ING BE services) offer the possibility of entering Payment Orders which must be signed by one or more additional Users (where the User who enters the Payment Order does not have powers to sign it alone). In this case, the ceilings set out in this Article 9 do not apply to the Home'Bank/Business'Bank services (including the Belgian Mobile Identity for ING BE services). For the Smart Banking services, the ceilings set out in this

Article 9 only apply at the time of the first signature of the Payment Order carried out in connection with the Smart Banking services, to the exclusion of subsequent signatures.

## 10. Maintenance of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Payconiq for ING BE and Belgian Mobile Identity for ING BE services

**10.1.** With regard to any technical, operational or functional incident or problem associated with the Phone'Bank/Home'Bank/ Business'Bank, Smart Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services (to the exclusion of the Payconiq or Belgian Mobile Identity services provided by Payconiq-Supplier or Belgian Mobile ID, in particular the network linked to these Payconiq services or Belgian Mobile Identity services and the access and signing means of the Payconiq for ING BE services or the Belgian Mobile Identity for ING BE services), in particular those associated with the installation and use of the Home'Bank/Business'Bank/Smart Banking Software and/or Home'Bank/Business'Bank/Smart Banking Database, or with the use of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility and/or e-ID for Branch access and signature means or which might jeopardise the security of such services, the User can call the Help Desk via the Phone'Bank services provided by the ING Contact Centre.

The Help Desk can be accessed by calling Phone'Bank services during business hours in accordance with the Technical Documentation on the use of electronic services of ING. The Help Desk can provide assistance in French, Dutch, English or German.

Users can also contact the Help Desk by e-mail ([info@ing.be](mailto:info@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 Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch services, associated mainly with correcting any faults or errors in the Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch Software, can only be carried out with ING's assistance. Users may not correct or modify the Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch 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 Phone'Bank, Home'Bank/Business'Bank, Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services shall be adapted to the specific requirements and wishes of the Client or the User, in particular concerning adaptations to its computer or (mobile) telecommunications systems. The Client and the User are responsible for verifying that these systems match the specifications laid down in the Technical Documentation on use of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE 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. The data processor for personal data on private individuals concerned is ING (e-mail: info@ing.be).

**11.1.2.** Personal data relating to individuals communicated to ING in the context of the conclusion or execution of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement, particularly in the context of the use of the Home'Bank/ Business'Bank Online services or Phone'Bank telephone services or the Smart Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE 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 client, 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 FSMA/BNB circular) or contractual obligations, including any duty of exclusivity towards ING.

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

**11.1.3.** 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: SWIFT SCRL/bvba, MasterCard Europe SPRL/bvba, ATOS Worldline/Equens Worldline SA/nv, Payconiq-Supplier for Payconiq Payment Transactions and Belgian Mobile ID for Belgian Mobile Identity Payment Transactions) for one of the purposes mentioned in 11.1.2 or the companies of the ING Group established or not in a Member State of the European Union or insurers external to the ING Group, in accordance with the following provisions.

It may also be transferred to non-EU countries which may or may not provide an adequate level of personal data protection (for example, SCRL SWIFT archives US payment data, which is subject to US legislation, data which is communicated to the companies of the group ING which are not established in another Member State of the European Union, etc.). However, ING only transfers data to a non-European Union member state without an adequate level of protection in the cases stipulated by the law of 8 December 1992 on the protection of privacy, for instance by providing for data protection through adapted contractual provisions.

The private individuals concerned consent to the exchange of data concerning them between – existing or future – companies of the banking, financial and insurance group ING whether established or not in a Member State of the European Union.

The ING Group in the EU is a group of companies with activities in banking, insurance, leasing, asset management and/or an activity following on from those activities. Any private individual may ask ING for an updated list of the updated list of the ING Group companies established in Belgium, or in another Member State of the European Union or in another country and which participate in the

exchange of data about the Client. 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.

Such exchange of data is intended to allow the companies of the ING Group established in another Member State of the European Union 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).

Furthermore, the private individual data required for the companies of the group ING established or not in another Member State of the European Union to respect the legal or statutory provisions (including those stemming from a FSMA circular) relating to the duty of vigilance towards clients, to the prevention of the use of the financial system for the purposes of money laundering and the funding of terrorism, and the prevention of the funding of the proliferation of weapons of massive destruction, is also exchanged between such companies for these purposes. ING Bank NV (Bijlmerplein 888, 1102 MG, Amsterdam Zuidoost, The Netherlands), acting as the joint processing manager, manages the exchange of data within the companies of the group ING which participate in the exchange of data relating to private individuals for the aforementioned purposes.

In addition, the data collated by ING in its capacity as insurance broker is also communicated to the relevant insurers external to the ING Group involved which are external to the ING Group and are established in a Member State of the European Union (list available upon request) for the purpose of assessing the risk insured and, where appropriate, concluding and managing the insurance contract, marketing their insurance products (except for the sending of advertisements by e-mail), centralising customer management and controlling the regularity of transactions (including the prevention of irregularities). Any private individual may request a list of the relevant insurers external to the ING Group and their representatives in Belgium.

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 Belgium 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). Certain data is, for instance, communicated to the central point of contact held by the National Bank of Belgium and to the credit services of the National Bank of Belgium, in accordance with Article 5 of the General Regulations of ING.

**11.1.4.** Any private individual may access the data relating to him/her, processed by ING or another company of the Group ING established or not in a Member State of the European Union or insurers external to the ING Group, and, where appropriate, request rectification of erroneous data or deletion of data processed illegally.

The relevant private individual may, at any time, object, on request and free of charge:

- to the processing of the data relating to him/her for the purposes of direct marketing;
- object to his/her data being exchanged between companies of the ING Group established in a Member State of the European Union for the purposes of direct marketing;
- to the communication of data relating to them which is gathered by ING as an insurance broker for the relevant insurers external to the Group ING and their representatives in Belgium, for the purpose of commercial canvassing ("direct marketing") by such companies.

Such objection shall be taken into account as soon as possible.

**11.1.5.** Data of a racial or ethnic nature, of a political, or philosophical or religious nature, or that relating to membership of a trade union or sexuality shall not be processed, except where it is disclosed on the occasion of Payment Transactions (for instance, an instruction to pay a subscription to a political party). In that case, the private individual in question authorises the processing of such data for the purpose of Payment Transactions, in accordance with Article 6 of the law of 8 December 1992 on the protection of privacy.

The categories of people with access to such data are the members of staff of ING and, where appropriate, the other companies of the group ING established in a Member State of the European Union or other companies (e.g. Swift SCRL/bvba, MasterCard Europe SPRL/bvba, ATOS Worldline/EquensWorldline SA/nv, Payconiq-Supplier for Payconiq Payment Transactions, and Belgian Mobile ID for Belgian Mobile

Identity Payment Transactions) whose involvement is necessary or useful for the processing of Payment Transactions.

If racial or ethnic data is evident from the data identifying the private individual concerned (mainly the surname, first name, address and nationality), the private individual concerned also authorises the processing of such racial or ethnic data, in accordance with Article 6 of the law of 8 December 1992 on the protection of privacy. The categories of people with access to such data are ING staff members and, where appropriate, companies whose involvement is necessary or other companies of the Group ING established in a Member State of the European Union or relevant insurers external to the group ING which are responsible for one or more of the purposes mentioned in the points 11.12 and 11.1.3.

**11.1.6.** No legal provision makes it compulsory to answer questions asked by ING or another ING Group company established in a Member State of the European Union or a relevant insurer external to the Group ING established in a Member State of the European Union, but the fact of not answering the questions can result, depending on the circumstances, that ING or another ING Group company established or not in a Member State of the European Union or an insurer external to the ING Group shall be unable or refuse to enter into a (pre-) contractual relationship, to continue such a relationship or to carry out a Transaction requested by the relevant private individual.

**11.1.7.** Personal data relating to the individual concerned is processed by ING and the other ING Group companies established or not 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. Home'Bank/Business'Bank Online services

### 11.2.1. Cookies

"Cookies" are used in some places of the Online Home'Bank/Business'Bank 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 Online Home'Bank/ Business'Bank 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 Online Home'Bank/ Business'Bank services. They record data about the Online Home'Bank/ Business'Bank 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 about the User recorded by the "cookies" is also processed by ING to compile statistics for the Online Home'Bank/Business'Bank 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 Online Home'Bank/ Business'Bank services in the event of him/her refusing to record "cookies".

### 11.2.2. Environment variables

When the User uses the Online Home'Bank/ Business'Bank services, the following personal data, called "environment variables", is sent to ING and recorded by ING via the User's navigation software:

- The User's TCP/IP address (identification number of the User's computer system on the Internet network),
- The makes and versions of his/her navigation software and operating system,
  - The language used by the User,
  - The type of Home'Bank services used by the User (Home'Bank or Business'Bank),
  - The type of card reader,
- All information about the Online Home'Bank/ Business'Bank services pages visited by the User and those of other websites through which the User accessed the Home'Bank/Business'Bank 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 statistics for the Online Home'Bank/Business'Bank services and to ensure that the contents of such services are improved.

**11.2.3. Belgian Mobile Identity for ING BE services**  
To create a Belgian Mobile Identity account via the Home'Bank/Business'Bank Online services, the User must explicitly consent to ING transmitting his/her identity data and all changes thereto to Belgian Mobile ID. These data are: full name, date and place of birth, gender, legal address, e-ID photo, e-ID card number, nationality, e-mail address and mobile phone number.

As part of the Belgian Mobile Identity services for ING BE and subject to the possibilities offered by ING, the Client accepts that the numbers of his/her accounts for which the Belgian Mobile Identity for ING BE services are activated and the Belgian Mobile Identity Payment Transactions are communicated to the Belgian Mobile ID via the Belgian Mobile Identity services.

### 11.3. The Phone'Bank Services

Telephone calls in the context of Phone'Bank services are recorded. Such recordings and the data they contain are kept systematically by ING to enable:

- The Client or the User's Transactions to be processed, as well as to monitor services provided to and/or at the request of the Client relating to the management of accounts and payments, loans, payments, asset management (investments) or insurance
- Centralised customer management and a global overview of the Client
- Controlling Transactions and preventing irregularities.

The Client - or, where appropriate, the User - may receive telephone calls from ING concerning the transactions he/she has requested.

Such recordings are saved for a period not exceeding that required to achieve the purposes for which they are obtained or for which they are processed subsequently.

ING Contact Centre Belgium SA is the subcontractor for processing recordings of telephone conversations in the context of the Phone'Bank services.

Subscription to the electronic services of ING implies that the Client and the User agree to all of the User's telephone conversations being recorded in the context of Phone'Bank services in accordance with the above provisions.

### 11.4. Smart Banking Services

When the User uses the Smart Banking 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 computer system on the Internet network),
- The makes and versions of the Mobile IT system used (Android device, iPad, iPhone, iPod Touch, etc.) and his/her operating system,
- The serial number of the Mobile IT system used (UDID),
- The type of Home'Bank services used by the User (Home'Bank or Business'Bank),
- The language used by the User,
- The pages of the ING Smart Banking services viewed by the User.

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

If the User uses the fingerprint recognition function (e.g. the IOS Touch ID or Android Fingerprint), his/her fingerprint is scanned by the Mobile IT system's fingerprint reader and only a confirmation or non-confirmation of validation of the User's fingerprint by the fingerprint recognition function is communicated to ING in the context of the Smart Banking services. ING does not therefore see the User's fingerprint itself, or the representation of it recorded by the fingerprint recognition function. Furthermore, only a request for confirmation of the validation of the User's fingerprint, without personal data concerning him/her, is made by ING to the fingerprint recognition function. ING does not therefore communicate any of the User's personal data to the fingerprint recognition function.

## 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 and the provisions of the Payconiq Agreement or Belgian Mobile Identity Agreement.

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 Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE services access and signature means, 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 given via the Home'Bank/Business'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE 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 (including Payconiq-Supplier for the Payconiq for ING BE services or Belgian Mobile ID for the Belgian Mobile Identity for ING BE services).

For all Transactions resulting from an Order given via the Phone'Bank services, such proof shall be provided by producing an excerpt of the recordings on a data or computerised 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 recordings may be copied onto paper, microfiche or microfilm, magnetic or optical disc, or onto any other data medium. For the Parties such reproduction shall have the same binding value as an original document. The Client may request that a reproduction invoked as proof by ING be certified as a true copy by the latter.

**12.1.2.** ING keeps an internal list of the Transactions resulting from an Order submitted using the means

of access and signing of ING's electronic services 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.** Without prejudice to imperative legal, statutory or public order provisions, any notification by ING in the context of the Agreement may, in particular, be validly carried out by letter or e-mail, by a notice included in account statements and, in the context of the Home'Bank/Business'Bank or Smart Banking services, by electronic message.

### **12.2.** Home'Bank/Business'Bank services

**12.2.1.** In the context of the Home'Bank/Business'Bank services, any Order is signed electronically by a User with the Home'Bank/Business'Bank signature means provided by ING (such as a smart bank card with a smart card reader) and those selected, according to the possibilities offered by ING, by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User, according to the possibilities offered by ING). To electronically sign an Order in the context of Home'Bank/Business'Bank services, the User has the choice, provided he/she has subscribed to such means in the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch Agreement and subject to the possibilities offered by ING, with a smart card with a smart card reader.

**12.2.2.** When a smart bank card with a smart card reader is used to electronically sign an Order, a single-use password is created by means of the smart card a User inserts in the smart card reader, firstly, manually or electronically, elements relating to the relevant Order provided by the Home'Bank/Business'Bank services for the Transaction in question and, secondly, manually, the personal and confidential PIN linked to the card and chosen by the User. Such single-use password, once entered and validated, manually or automatically, in the Home'Bank/Business'Bank services, is recorded by ING for validation by the latter. The Client acknowledges that the single-use password once entered and validated, manually or automatically, in the Home'Bank/Business'Bank services 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 electronic 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.

**12.2.3.** In derogation from points 12.2.1 and 12.2.2 of these General Terms and Conditions, for certain Orders executed using Home'Bank/Business'Bank services and specified in the Technical Documentation relating to the use of Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/ e-ID for Branch services (for instance, Payment Orders in favour of other accounts of which the Client is the holder and/or of certain beneficiaries), the Client acknowledges that simple validation of the order, without recourse at such time to the Home'Bank/Business'Bank services signature means, by a person duly authenticated beforehand as a User, in accordance with point 5.2 of these General Conditions, via his/her means of access when accessing Home'Bank/Business'Bank services, constitutes the electronic signature of this User, provided such means of access are validated by ING's electronic systems, and more specifically, they are recognised by such systems as originating from the User, and that said means of access are valid and have not been revoked or, where appropriate, have not expired.

**12.2.4.** For all Transactions carried out in the context of Home'Bank/Business'Bank services, the Client accepts that the electronic signature as defined in points 12.2.2 or 12.2.3 of these General Conditions, of each User – validated by the ING electronic systems and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's electronic systems and recognised as originating from the User, all Transactions validated with the electronic signature of the User and received by ING via Home'Bank/Business'Bank services constitute valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by NG.

### 12.3. The Phone'Bank Services

**12.3.1.** In the context of the Phone'Bank services, each Order is signed electronically by a User using the Phone'Bank signature means possibly provided by ING (according to the possibilities offered by ING) and by those selected by the User him/herself (such as a secret code and/or any other confidential authentication code known only to the User, according to the possibilities offered by ING).

**12.3.2.** With the exception of point 12.3.1 of these General Terms and Conditions, for certain orders carried out via Home'Bank/Business'Bank services and specified in the Technical Documentation relating to the use of Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch services (for example, certain Payment Orders in favour of other accounts of which the Client holds or is a co-holder), the Client accepts that only the telephone validation of the Order by a User after identification of the latter by means of verification questions asked by a Phone'Bank services agent based on the personal details known to ING and the User, without using at that moment Phone'Bank service signature methods, constitutes the electronic signature of that User.

The Client accepts that correct responses to the aforementioned verification questions communicated by a Phone'Bank services agent constitute worthy and sufficient proof of that person's identity as the User of the Phone'Bank services for the personal access number concerned.

**12.3.3.** The Client accepts that the recordings of telephone conversations with Users have evidential value with regard to their content, including Orders given by telephone.

**12.3.4.** The Client accepts that the electronic signature, as defined in points 12.3.1 (i.e. the file resulting from the User's entering of the secret code chosen by the latter) or in 12.3.2 (telephone validation registered by the ING electronic systems or potential subcontractors ING may be using) of these General Terms and Conditions, constitutes the User's signature and that the Order with such signature has the same evidential value as a written Order with the same contents and with the User's written signature, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's electronic systems, all Orders signed electronically by the User and received by ING via the Phone'Bank services constitute valid and sufficient proof of his/her agreement on the existence and



content of the Order concerned, as well as the consistency between the content of the Order as transmitted by the User and the content of the Order as received by ING.

#### 12.4. Smart Banking Services

**12.4.1.** In the context of the Smart Banking services, each Order is signed electronically by a User using the Smart Banking signature means possibly provided by ING (such as a Security module; according to the possibilities offered by ING) and by those selected by the User him/herself according to the possibilities offered by ING (such as a secret code and/or any other confidential authentication code known only to the User, according to the possibilities offered by ING).

**12.4.2.** When the Security Module is used for the purpose of electronically signing an Order, the private key contained in the Security File the User created during the initialisation procedure of Security Module is activated by entering and validating a PIN code chosen by the User. The result of such activation is recorded in a single file. The Client acknowledges that this file resulting from the use by a person of the signature means in the aforementioned manner constitutes the electronic signature of one of his/her Users who is a holder of the Security File concerned or, if he/she is a User and holder of the Security File concerned, provided such electronic signature is validated by ING's electronic systems and recognised by such systems as originating from the User and that his/her certificate is valid and has not expired or been revoked.

**12.4.3.** In derogation from points 12.4.1 and 12.4.2 of these General Terms and Conditions, for certain orders executed using Home'Bank services and specified in the Technical Documentation relating to the use of Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking /Extrabranh Mobility services (for instance, Payment Orders in favour of other accounts of which the Client is the holder and/or of agent), the Client acknowledges that simple validation of the order, without recourse at such time to the Smart Banking services signature means, by a person duly authenticated beforehand as a User, in accordance with point 5.4 of these General Terms and Conditions, via his/her means of access when accessing Smart Banking services, constitutes the electronic signature of this User who is the holder of the relevant Security File or if he/she is the User and the holder of the relevant Security File, provided such means of access are validated by ING's electronic systems, and more specifically, they are recognised by such systems as

originating from the User, and that his/her certificate is valid and had not been revoked.

**12.4.4.** For all Transactions carried out in the context of Smart Banking services, the Client accepts that the electronic signature, as defined in points 12.4.2. or 12.4.3 of these General Conditions, of each User – validated by the ING electronic systems and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's electronic systems and recognised as originating from the User, all Transactions signed electronically by the User and received by ING via Smart Banking services constitute valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by ING.

#### 12.5. Extrabranh Mobility Services

**12.5.1.** For the purpose of Extrabranh Mobility services, any Order indicated on a document in PDF or similar format that is made available by ING through its electronic systems is signed electronically by a User using the Extrabranh Mobility services signature means made available to him/her for that purpose by ING (a smart bank card with a smart card reader or a digital pen) and those selected, based on the possibilities offered by ING, by the User himself/herself (such as a password, secret code, PIN code and/or any other strictly personal and confidential authentication code for the User, based on the possibilities provided by ING).

To electronically sign an Order in the context of Extrabranh Mobility services, the User has the choice, provided he/she has subscribed to such means in the Agreement and subject to the possibilities offered by ING, between the use of a smart bank card with a smart card reader or an electronic pen.

**12.5.2.** When a smart bank card with a smart card reader is used to electronically sign an Order, a single-use password is created by means of the smart card a User inserts in the smart card reader, firstly, elements relating to the relevant Order provided by the Extrabranh Mobility services for the Transaction in question and, secondly, the personal

and confidential PIN linked to the card and chosen by the User. Such single-use password, once entered and validated in the Extrabranche Mobility services, is recorded by ING for validation by the latter. The Client accepts that the single-use password once entered and validated by a person, in the Extrabranche Mobility services 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 electronic 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.

**12.5.3.** In the case of the use of a digital pen in order to electronically sign an Order, a unique electronic representation of a User's signature is created through the affixing of the latter's manual signature using a pen provided for that purpose on an electronic device made available by ING. The physical movement associated with this manual signature of the User is recorded by ING's electronic systems and converted into a unique electronic representation of this manual signature which is included in the document in PDF format and recorded by ING for validation by ING. The Client acknowledges that the unique electronic representation of the signature affixed by a person in the Extrabranche Mobility services 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/its Users, provided such electronic signature is validated by ING's electronic systems and, in particular, it is recognised by such systems as originating from the User (on the basis of the User's specimen signature held by ING).

**12.5.4.** For all Transactions carried out in the context of Extrabranche Mobility services, the Client accepts that the electronic signature as defined in points 12.5.2. or 12.5.3 of these General Conditions, of each User – validated by the ING information systems and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's electronic systems and recognised as

originating from the User, all Transactions validated with the electronic signature of the User and received by ING via Extrabranche Mobility services constitute valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by NG.

## 12.6. e-ID for Branch services

**12.6.1.** For the purpose of the e-ID for Branch services, any Order indicated on a document in PDF or similar format which is made available by ING through its electronic systems is signed electronically by a User using the e-ID for Branch services signature means made available to him/her for that purpose by the Belgian public authorities (in particular by the municipality of their main residence and the Institutions and Population General Directorate of the Belgian Federal Public Service) (a Belgian electronic identity card), provided by ING (a smart card reader) and those selected, depending on the possibilities offered by the Belgian public authorities, by the User himself/herself (such as a password, secret code, PIN number and/or any other strictly personal and confidential authentication code for the User, depending on the possibilities provided by the Belgian public authorities).

**12.6.2.** When a Belgian electronic identity card with a smart card reader is used to electronically sign an Order, a single-use file is created by means of the Belgian electronic identity card a User inserts in the smart card reader, the personal and confidential PIN linked to the card and chosen by the User. Such single-use file, is recorded by ING for validation by the latter and by the public authorities. The Client acknowledges that the single-use file as recorded by ING in connection with the e-ID for Branch services, following the use of the signature means in the aforementioned manner constitutes 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 and the public authorities' electronic systems and, in particular, it is recognised by such systems as originating from the User and that the use of his/her card is valid and has not expired or been revoked.

**12.6.3.** For all Transactions carried out in the context of e-ID for Branch services, the Client accepts that the electronic signature as defined in points 12.6.2. of these General Conditions, of each User – validated by the ING information systems and the public

authorities and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's and the public authorities' electronic systems and recognised as originating from the User, all Transactions validated with the electronic signature of the User and received by ING via the e-ID for Branch services constitute valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by NG.

### 12.7. Payconiq Services for ING BE

**12.7.1.** For the purpose of the Payconiq for ING BE services an Order shall be signed electronically by a User via the Payconiq services through the Payconiq for ING BE services means of signing provided to him/her by Payconiq-Supplier and/or those chosen, according to the possibilities offered by ING, by the User him/herself (i.e. a password and/or any other confidential identification code known only to the User).

**12.7.2.** To electronically sign a Payconiq Payment Order, the Client accepts that the unique file resulting from the use by a person of the signature means of the Payconiq for ING BE service constitutes the electronic signature of one of his/her Users who is the User of the relevant Payconiq Application or, if he/she is a User and the User of the relevant Payconiq application, provided such electronic signature is validated by the electronic systems of Payconiq-Supplier and ING and recognised by such systems as originating from the User and that his/her certificate is valid and has not been revoked.

**12.7.3.** For all Transactions carried out in the context of Payconiq for ING BE services via the Payconiq services, the Client accepts that the electronic signature, as defined in points 12.7.2. of these General Terms and Conditions, of each User – validated by the electronic systems of Payconiq-Supplier and/or ING and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that an electronic

Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. Finally, the Client accepts that, provided the User's electronic signature is validated by the electronic systems of Payconiq-Supplier and ING and, more especially, recognised as originating from the User, all Transactions validated electronically by the User and received by ING via Payconiq for ING BE services constitute valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by ING.

### 12.8 Belgian Mobile Identity for ING BE services

**12.8.1.** When using Belgian Mobile Identity for ING BE services within Home'Bank/Business'Bank services, and therefore of the Belgian Mobile Identity account activated for the Belgian Mobile Identity for ING BE services on the User's smartphone, every order is signed electronically by the User via the Home'Bank/Business'Bank services using the signing means for the Belgian Mobile Identity for ING BE services that Belgian Mobile ID may supply (such as an activation code for validly registering the Belgian Mobile Identity for ING BE app in the User's name, and the security module built into the Belgian Mobile Identity for ING BE app, supplied by Belgian Mobile ID, depending on the possibilities offered by Belgian Mobile ID) and the means that the User has chosen personally depending on the possibilities offered by Belgian Mobile ID (such as a PIN code and/or any other authentication code that is strictly personal and confidential, depending on the possibilities offered by ING).

**12.8.2.** When using the security module of the Belgian Mobile Identity app with a view to the electronic signature of an Order using the Belgian Mobile Identity for ING BE services within Home'Bank/Business'Bank services, the private key from the security file created by the User during the procedure for creating a profile is activated by the entry and validation by a person of the PIN code chosen by the User. The result of the activation is saved in a unique file. The Client accepts that this file, resulting from the use of the aforementioned method by a person, constitutes the electronic signature of one of its Users who holds the security file in question or, if he/she is a User and holder of the security file in question, of him- or herself, on condition that this electronic signature is validated by the computer systems of Belgian Mobile ID and

ING and in particular is recognised by these electronic systems as coming from the User, and insofar as his/her certificate is valid and has not been revoked.

**12.8.3.** For all Transactions carried out via the Belgian Mobile Identity for ING BE services, the Client accepts that the electronic signature, as defined in point 12.8.2 of these General Conditions – which has been validated by Belgian Mobile ID and ING for each User and recognised as originating from the User– fulfils the conditions for being attributed to the User, and the integrity of the contents associated with a signature within the meaning of Article 1322, paragraph 2 of the Civil Code, and that the Order with which the signature is associated has the same probative force as a written order and is therefore binding on the Client. The Client accepts that, insofar as the electronic systems of Belgian Mobile ID and ING validate the electronic signature of the User and recognise it as originating from the User, all Orders which the User validates with the electronic signature and that ING receives via the Belgian Mobile Identity for ING BE services, constitute valid and sufficient proof of his/her consent to the existence and contents of the order in question and of the identity of the content of the Order as transmitted by the User and the content of the Order as received by ING.

### 13. Lists of charges – value dates

**13.1.** The charges for using the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services are indicated in the lists of charges applied to the main banking operations published by ING and are available, in particular, from any ING branch and via the Phone'Bank, Home'Bank/Business'Bank (including for the Belgian Mobile Identity for ING BE services)/Smart Banking/Extrabranh Mobility/e-ID for Branch information services. They are also provided to the Client prior to the conclusion of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement. 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 Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for

ING BE services subscription form or refer to the contractual documents mentioned in point 4.1.2. in these General Terms and Conditions. These lists of charges may stipulate, for the use of ING's electronic services, the payment of annual fees, which can be demanded (at the request of the Client or the User) upon the activation of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and, then, on each anniversary date of the Agreement.

**13.2.** The lists of charges for banking or insurance products and services available via the Phone'Bank, Home'Bank/Business'Bank, Smart Banking Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and, in particular, the lists of charges for Payment Transactions and Transactions on Financial Instruments available via these services are indicated either, with regard to products and services provided by ING, in the lists of charges and rates (Lists of Charges applied to the main banking operations for private individuals or companies, the main securities Transactions, interest rates on ING savings certificates, etc.) published by ING and available, notably, at any ING branch and/or via the Phone'Bank/ Home'Bank/ Business'Bank (including for the Belgian Mobile Identity for ING BE services)/ Smart Banking/ Extrabranh Mobility/e-ID for Branch information services, or, with regard to the products and services provided by another company of the ING Group, in the lists of charges published by the latter and available, notably, from such company and/or via the Phone'Bank/Home'Bank/Business'Bank (including for the Belgian Mobile Identity for ING BE services)/Smart Banking/Extrabranh Mobility/ e-ID for Branch services. Such lists of charges and rates are only valid as from the date they are published. They do not constitute an offer to enter into a contract from ING or other ING Group companies unless they are communicated to the Client in a subscription form for the product or service concerned

**13.3.** Subject to any application of a separate charge for automated Transactions, the execution of Transactions resulting from Orders submitted via ING's electronic 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 Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch/Payconiq for

ING BE/Belgian Mobile Identity for ING BE Agreement with all the fees applicable under the charging policy in effect, for the use of ING's electronic services. If the Reference Account is closed, the Client is required to inform ING Belgium of another Reference Account. Otherwise, another reference account from which the aforementioned fees are to be debited automatically shall be automatically designated by ING, as it deems appropriate. In the latter case, if ING is not informed through a statement incorporated with the account statements within a deadline of a minimum of two months or, if the Client is not a Consumer, a minimum of fifteen calendar days after the provision of the message included with the account statements to indicate another reference account to ING Belgium. If ING is not informed of such other account within the aforementioned deadline, the aforementioned charges shall be automatically debited from the reference account designated by ING as a matter of course after the end of such deadline, without prejudice to the Client's right to subsequently request a change of reference account.

Furthermore, in the case of Transactions carried out in connection with the use of ING's electronic services, the Client authorises the automatic debiting, unless ING expresses makes another method of payment available at the choice of the Client, of any charges applicable to such Transactions from the account over which the Transaction is carried out.

In both of the above cases, the Client undertakes to fund his/her sufficiently for the debit date.

**13.5.** The costs of telephone communications (including those associated with calling the ING Contact Centre Help Desk) and, where appropriate, the costs associated with the acquisition, installation and operation of computer, telephone or other equipment and software, as well as access to and use the electronic communications networks to access and use the Phone'Bank, Home'Bank/ Business'Bank, Smart Banking, Extrabranche Mobility, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services are at the Client's or User's expense.

**13.6.** When the Client is the Payee of a Payment Transaction, the credit value date shall correspond to the bank working day during which the amount of the Payment Transaction is received by ING. If the funds are received on a non-bank working day, the value date shall correspond to the next bank working day.

When the Client or the User acts as the payer of a

Payment Transaction, the value date of the debit shall correspond to the time when the Transaction amount is debited from the account.

#### **14. User licence for the Home'Bank / Business'Bank / Smart Banking software and Home'Bank / Business'Bank / Smart Banking database**

Without prejudice to the provision of the Home'Bank/Business'Bank/Smart Banking 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 of the property rights and all of the intellectual property rights (including the rights of use) for both the Home'Bank/ Business'Bank/ Smart Banking Software and the Home'Bank/ Business'Bank/ Smart Banking Database, as well as all its components, in particular, but not limited to, texts, illustrations and other elements appearing in the Home'Bank/ Business'Bank/ Smart Banking Software and/or in the Home'Bank/ Business'Bank/ Smart Banking Database.

##### **14.1. Home'Bank/Business'Bank/Smart Banking 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 Home'Bank/Business'Bank/Smart Banking Software in its directly readable object code version in the User's (Mobile) IT System. However, no property rights or intellectual rights are transferred to the User. This license provides only the right to install the Home'Bank/Business'Bank/Smart Banking Software for all the (Mobile) computer 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 Home'Bank/Business'Bank/Smart Banking 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 Home'Bank/Business'Bank/Smart Software, as well as reproduction of the computer program resulting therefrom, are subject to prior written authorisation from ING.

However, the User is entitled to carry out Transactions to load, display, transfer, transmit or store the Home'Bank/Business'Bank/Smart Banking Software required to enable the User to use the Home'Bank/Business'Bank/Smart Banking Software in accordance with its purpose. Copying the code and translating the form of the code for the Home'Bank/Business'Bank/Smart Banking Software are subject to prior written permission from ING, even if such acts are essential to obtain the information

required for interoperability between the Home'Bank/Business'Bank/Smart Banking 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 Home'Bank/Business'Bank/Smart Banking Software shall not be communicated to the User.

**14.1.3.** The provisions of this point 14.1 apply not only to the Home'Bank/Business'Bank/Smart Banking Software in its entirety, but also to all of its components.

#### **14.2.** Home'Bank/Business'Bank/Smart Banking 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 Home'Bank/Business'Bank/Smart Banking database.

However, no property rights or intellectual rights are transferred to the User. This license provides only the right to install the Home'Bank/Business'Bank/Smart Banking 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 Home'Bank/Business'Bank/Smart Banking database is strictly prohibited.

Similarly, repeated and systematic extractions and/or reuse of insubstantial portions of the content of the Home'Bank/Business'Bank/Smart Banking database are not authorised when they are contrary to normal use of the Home'Bank/Business'Bank/Smart Banking database or cause unjustified damage to the legitimate interests of ING.

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

The registered or non-registered brands, names and logos contained in the Home'Bank/Business'Bank/Smart Banking Software and Home'Bank/Business'Bank/Smart Banking database are the exclusive property of ING or the other companies of the ING Group and may not be reproduced, without the express prior agreement of ING or the concerned insurers external to the ING Group.

#### **15.** Hypertext links for the Home'Bank/Business'Bank/Smart Banking/ Extrabranh mobility/ e-ID for Branch

#### **services/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services**

Except in the event of gross negligence or intentional misconduct on their part, ING and the other companies of the ING Group do not provide any guarantee or accept any liability for the hypertext links created from the Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services to third-party websites, nor with regard to 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 with regard to the protection of privacy and/or in a general manner other rules than those which apply to the Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services. ING and the other companies of the ING Group are not liable for these websites' compliance with the legislation and regulations in force.

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

Any message from the User containing 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 duty of discretion in the context of its banking activity and of respect of the User's rights as recognised by law, in particular those deriving from the law 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 in the European Union.

#### **17.** Availability of the Home'Bank/Business'Bank Online/Phone'Bank/ Smart Banking/ Extrabranh mobility/ e-ID for Branch services/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services

**17.1.** Insofar as it is able, and in accordance with the limits laid down in this Agreement, ING shall endeavour to make the Online Home'Bank/Business'Bank services, the Smart Banking services, Payconiq for ING BE and Belgian Mobile Identity for ING BE services accessible 24 hours a day, 7 days a week.

**17.2.** Insofar as it is able and within the same limits, ING shall make the Phone'Bank automated services accessible during the opening hours communicated to the Client in the Technical Documentation on the use of the Electronic services.

Extrabranche Mobility services are only accessible in the physical presence of an ING staff member and are therefore only accessible subject to prior request to, and acceptance by ING, based, notably, on the availability of ING staff members. Subject to acceptance by ING and the physical presence of an ING staff member, ING shall endeavour, within the scope of its means and the limits defined in this Agreement, to make the Extrabranche Mobility services accessible 24/7.

The e-ID for Branch services are only accessible in the physical presence of an ING staff member during the opening hours of the relevant ING branch. Subject to the physical presence of an ING staff member, ING shall endeavour, within the scope of its means and the limits defined in this Agreement, to make the e-ID for Branch services accessible during the opening hours of the relevant ING branches.

**17.3.** However, ING does not undertake to provide continuous, uninterrupted and secured access to the Online Home'Bank/Business'Bank services, the Phone'Bank services, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services.

Moreover, ING reserves the right, without being obliged to compensate the Client, to interrupt access to all or some of the Online Home'Bank/Business'Bank services, Phone'Bank services, Smart Banking services, Extrabranche Mobility services, e-ID for Branch services, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services temporarily at any time and, in emergencies, without prior notice, to any User in order to carry out maintenance operations, to make improvements or changes to the Online Home'Bank/Business'Bank services, Phone'Bank services, Smart Banking services, Extrabranche Mobility services, e-ID for Branch services, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services or to resolve any technical incidents or failures in ING's electronic (including the telecommunications systems). ING shall inform the Client by any means it deems appropriate of such suspension and the reasons therefore, if possible before the suspension, otherwise immediately thereafter, unless providing such information is prevented by security reasons adequately explained

or prohibited under applicable 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 Online Home'Bank/Business'Bank, Phone'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE 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 Online Home'Bank/Business'Bank Online, Phone'Bank, Smart Banking, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services to any User for objectively motivated reasons relating to the security of the services and/or the access and signature means for these 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 its right to block the use of the card or to withdraw it, it shall inform the Client or the User by letter, through an account statement or any other way it deems appropriate according to the circumstances and, if possible before the access is blocked, otherwise immediately after, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to another applicable legislation. ING shall restore access to the blocked service(s) when the reasons for the block cease to apply.

**18. Duration of the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranche mobility, e-ID for Branch, Payconiq for ING BE, Belgian Mobile Identity for ING BE Agreement**

**- De-activation of the services and Termination of the Agreement**

**18.1.** The Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement comes into force on the day the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement is signed by the Parties in accordance with point 4.1.2. of these General Terms and Conditions and is concluded for an indefinite period until its termination. Once activated in accordance with point 4.1.3. of these General Terms and

Conditions, the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services shall remain activated for an indefinite period until deactivation, i.e. closing of the access to such services which is deemed as closing of the subscription to such services.

**18.2.** The Client may terminate the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement and/or deactivate the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services, for him/herself and/or his/her Users, at any time, free of charge and without providing any justification. Users designated as agents in the "Management Powers" documents or in the various mandate forms ING provides as an Annex to the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Subscription Contract, with the exception of duly authorised representatives and agents, may also deactivate only their own Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services at any time, free of charge and without providing 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 accepting any liability in this regard, however, before the end of the second bank working day following receipt of the written termination notice signed by the Client. If the Client wishes such termination or deactivation to have immediate effect with regard to use of ING's electronic services, he/she must follow the special procedure for blocking the means of access and signature set out in these General Terms and Conditions at the same time as the termination and deactivation procedure.

However, the Agreement may only be terminated subject to simultaneous closure of the accounts and termination of the contracts with ING and other ING Group companies that may be accessed via ING's electronic services and which, where appropriate, may be managed via these services. Otherwise, it is only possible to deactivate the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Payconiq

for ING BE and Belgian Mobile Identity for ING BE services for the Client him/herself and/or his/her Users, without prejudice to the requirement to follow the procedure for blocking ING's electronic services means of access and signature in accordance with the provisions of point 6.4 or 6.6. of these General Terms and Conditions.

The Technical Documentation on use of ING's electronic services may, where appropriate, specify other terms, conditions or procedures for deactivating the Phone'Bank/Home'Bank/Business'Bank/Smart Banking services. The Client undertakes to comply with these terms, conditions and procedures in any event.

Deactivation of the Phone'Bank/Home'Bank/Business'Bank and/or Smart Banking services also implies cancellation of the subscription to the Phone'Bank, Home'Bank/ Business'Bank, Smart Banking, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services concerned, accordingly. In addition, deactivation of the Home'Bank/ Business'Bank services or cancellation of the Home'Bank/ Business'Bank subscription shall automatically result in deactivation of the Smart Banking/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services or cancellation of the subscription to the Smart Banking/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, but not vice versa.

If the Client or his/her Users subsequently wish to reactivate the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, he/she is obliged to notify ING in advance in accordance with the terms, conditions and procedures specified in the Technical Documentation on use of ING's electronic services or in another way, at ING's discretion.

**18.3.** Both ING and any other ING Group company or insurer external to the ING Group may terminate the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement and/or deactivate the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services at any time, for the Client him/herself and/or his/her Users, at any time and without providing any justification, subject to two months' notice by post or on any other durable



medium. Termination by ING ends this Agreement with regard not only to its relationship with the Client, but also in the context of the relationships between the Client and the Other ING Group companies and/or Insurers external to the ING Group, whereby ING acts for and on behalf of such companies. Termination by Another ING Group company ends the Phone'Bank/ Home'Bank/ Business'Bank/Smart Banking/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement with regard only to its relationship with the Client, but not with regard to relationships between the Client and ING and between the Client and the other ING Group companies and/or the other insurers external to the ING Group not concerned.

Likewise, without prejudice to any applicable public order or imperative legal provisions, ING or any Other company of the ING Group may, at any time and without notice, terminate the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement or suspend execution of all or part and/or deactivate, for him/herself and or his/her Users, the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/Extrabranh Mobility/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services if the Client and his/her Users seriously fail to honour their commitments with respect to ING or any other company of the ING Group or insurer external to the ING Group or is in a state of insolvency, goes bankrupt, enters into an arrangement with creditors, is put into receivership or is subject to similar proceedings.

ING, as well as any other ING Group company or insurance company external to the ING Group, can also, at any time and without notice, terminate the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services Agreement and/or deactivate for the Client him/herself and or his/her Users the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services in the event of an end to the contractual relationship relating to their respective products and services available via the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services. In this case, the Phone'Bank/Home'Bank/Business'Bank/Smart Banking and/or Extrabranh Mobility/ e-ID for

Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement may only be entirely terminated by ING or any Other companies of the ING Group or Insurance companies external to the ING Group subject to simultaneous closure of the accounts and termination of the contracts with ING and other ING Group companies or insurance companies external to the ING Group that may be accessed via the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and which, where appropriate, may be managed via these services. Otherwise, termination by ING, Another ING Group company or an Insurer external to the ING Group terminates the Phone'Bank/ Home'Bank/ Business'Bank/Smart Banking/ Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement as regards only its relations with the Client, but not for the purpose of the other relations between the Client and ING and between the Client and other ING Group companies and/or the other insurers external to the ING Group which are not involved. In this case again, deactivation for the Client him/herself and/or his/her Users of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services by ING, another ING Group company or an insurance company external to the ING Group only concerns its own relations with the Client, and not other relations between the Client and ING and between the Client and other ING Group companies and/or other insurers external to the ING Group which are not involved.

Furthermore, the above provisions do not prejudice the procedure for blocking the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services means of access and signature in accordance with point 7.4 of the General Terms and Conditions, and interrupting access to Phone'Bank/ Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services in accordance with point 17.3. of the General Terms and Conditions, and the legal provisions requiring the Bank to take special measures in the event of exceptional circumstances.

**18.4.** In the event of termination of the Phone'Bank/ Home'Bank/ Business'Bank/Smart Banking/Extrabranh Mobility/ e-ID for

Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement or deactivation of the Phone'Bank/ Home'Bank/ Business'Bank/Smart Banking/Extrabranh Mobility/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services, the Client acting in his/her capacity as a Consumer is entitled to a refund of the annual fee mentioned in point 13.1 in proportion to the time left to run, from the month following that during which the Agreement was terminated or the services were deactivated.

**18.5.** In the event of termination of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement, suspension of the execution thereof or deactivation of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility and/or Payconiq for ING BE/Belgian Mobile Identity for ING BE services, the Client remains obliged to honour Transactions resulting from an Order given via the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility/ e-ID for Branch and/or Payconiq for ING BE/Belgian Mobile Identity for ING BE services before the termination of the Agreement.

#### **Appendix: Cautionary advice for accessing and using the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranh mobility, e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services**

##### **General security advice for the Phone'Bank, Business'Bank/Smart Banking/Extrabranh Mobility, e-ID for Branch and/or Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services:**

- Print out or request a print-out or, if the possibility is offered, communication through electronic channels of confirmations of the Transactions you carry out via Home'Bank/Business'Bank, Smart Banking Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and keep them. Also keep the electronic or written confirmations of the execution or non-execution of your Transactions.
- Always check your bank account statements and breakdowns. Notify your bank immediately of any anomalies.
- When using Home'Bank/Business'Bank, Smart Banking, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, make sure you use the latest firewall, spyware and antivirus

software, have them permanently switched on, and update them regularly.

- Make sure not to jailbreak your Mobile IT system (device with Android of Google or iPad, iPhone, iPod Touch of Apple).

##### **Specific advice concerning the smart (bank or electronic identity) card for the Home'Bank/ Business'Bank / Extrabranh Mobility/ e-ID for Branch/Belgian Mobile Identity for ING BE services:**

- Destroy the smart card when it expires or can no longer be used. Similarly, destroy the old smart card as soon as you receive a new one.
- Keep your smart card on you or in a safe place. Never leave it in a car or place which can be accessed by third parties (for example, a gym or your workplace), unless it is kept in a secure cupboard or safe.
- Only use your smart card for the functions for which it has designed.

##### **Specific advice concerning the secret code for the Phone'Bank services, the Home'Bank/Business'Bank Online / Extrabranh Mobility password (and/or smart (bank or electronic identity) card PIN) or the PIN code for Home'Bank/Business'Bank Online / Extrabranh Mobility Services or the Smart Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services:**

- Memorise your Phone'Bank secret code and/or your Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch password (and smart card PIN) as soon as you receive it/them and immediately destroy the notice in which it was (they were) sent to you. If your Phone'Bank secret code was posted to you, change it as soon as possible.
- Also memorise your PIN code for the Smart Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services as soon as it has been generated, and do not write it down anywhere.
- When you choose your Phone'Bank secret code, your Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch and/or Smart Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE password (and/or smart card PIN), avoid combinations which are too obvious (for example, part of your birth date, your town's postcode, the first four digits of your phone number, your surname or first name or that of a family member, etc.).
- Choosing the same PIN or password for all of your cards and/or all of your access and signature means involves obvious risks.

- Your Phone'Bank secret code, your Home'Bank/Business'Bank/Extrabranchn Mobility/e-ID for Branch (and/or smart card PIN) and/or your Smart Banking/Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN must remain secret: do not divulge it (them) to anyone, not even a family member or friend, and certainly not to a supposedly well-intentioned third party.

No-one has the right to ask you for your PIN code for Phone'Bank services, your password (and/or smart card PIN) for Home'Bank/ Business'Bank/ Extrabranchn Mobility/e-ID for Branch services and/or Smart Banking/Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN. This includes your bank (except for requests for encryption via the electronic services of ING), the police and insurance departments, in any form whatsoever.

Therefore, never give your secret code/password (and/or PIN) via e-mail, over the Internet (where requested by e-mail) or telephone, for example, without being certain of sending them to your bank via the electronic services of ING.

Be on your guard and inform your bank immediately if you notice unusual circumstances.

- Do not write your PIN code for Phone'Bank services and/or your password for Home'Bank/ Business'Bank/ Extrabranchn Mobility/e-ID for Branch services (and/or smart card PIN) and/or your Smart Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN anywhere, even in code form, for example, by disguising it (them) as a fake phone number.
- Use the Phone'Bank, Home'Bank/Business'Bank, Smart Banking, Extrabranchn Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services in places where discretion is guaranteed. Always enter your PIN for Phone'Bank services and/or your Home'Bank/Business'Bank/Extrabranchn Mobility/e-ID for Branch password (and/or smart card PIN) away from prying eyes. Likewise, always create and/or enter your Smart Banking/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE PIN away from prying eyes.
- Always ensure that you cannot be observed unwittingly, for example, by using your hand to shield the telephone, iPad, iPhone or iPod, card reader keypad or computer keyboard. Do not allow anyone to distract you and, if this is the case, never enter your PIN for Phone'Bank services, your password for Home'Bank/Business'Bank/ Extrabranchn

Mobility/e-ID for Branch services (and/or smart card PIN) and/or Smart Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN. If you become aware of unusual circumstances, inform your bank immediately in accordance with Article 6.4 of the General Terms and Conditions.

- If you have good reason to believe that your PIN code for Phone'Bank services, your password for Home'Bank/Business'Bank/Extrabranchn Mobility/e-ID for Branch services (and/or smart card PIN) and/or Smart Banking/ Payconiq for ING BE/ Belgian Mobile Identity for ING BE PIN is (are) no longer confidential, change it (them) immediately. If you are not able to change your Phone'Bank services PIN, Home'Bank/Business'Bank/Extrabranchn Mobility/e-ID for Branch password (and/or smart card PIN) and/or Smart Banking/ Payconiq for ING BE/ Belgian Mobile Identity for ING BE PIN, alert your bank immediately in accordance with Article 6.4 of the General Terms and Conditions.

**Specific guidance relating to the fingerprint recognition function (e.g. the IOS Touch ID from Apple or Android Fingerprint) for the Smart Banking services:**

- Only activate the fingerprint recognition function for the Smart Banking services on a Mobile electronic system of which you are the sole user and only record your own fingerprints on this same Mobile electronic system.

## Appendix 2: The "ING Zoomit" service of the Home'Bank/Business'Bank services Regulations

### 1. Purpose of the "ING Zoomit service" Regulations

The purpose of the ING Zoomit service of the Home'Bank/ Business'Bank/Smart Banking for Smartphones Regulations (hereafter the "Regulations") is to describe the Isabel Zoomit service offered by ING, within the scope of ING's Home'Bank/ Business'Bank/Smart Banking for Smartphones services, under the name "ING Zoomit", as well as to determine the rights and obligations of the Client, the User and ING within the scope of such service.

### 2. Terminology used in these Regulations

**1. The definitions** indicated in Article 1.2 of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions (appended to ING's General Regulations) apply to these Regulations.

For the application of these Regulations, the term "Transaction", defined in Article 1.2 of the "Phone'Bank/ Home'Bank/Business'Bank/ Smart Banking for Smartphones Services General Terms and Conditions" must be understood as the consultation of Electronic Documents using the ING Zoomit service.

**2. In addition to these definitions, the following terminology** is used in these Regulations:

**The ING Zoomit service:** all services offered by ING under the name ING Zoomit and described in Article 4 of these Regulations.

**An Electronic Document:** any electronic document, which may or may not contain financial data (e.g. invoices, credit notes, payslips, direct debit instructions, etc.) issued by an Issuer and made available via the ING Zoomit service, in whole or in part, to the Main Recipient and, where appropriate, the Secondary Recipient, of the Authorised User or another User, in accordance with the provisions laid down in these Regulations.

Electronic Documents contain, where appropriate, payment orders for which the execution request (by transfer), pre-completed by ING with data from Electronic Documents communicated by the Issuer, can be carried out via the ING Zoomit service.

**The Issuer:** the legal or natural person who has concluded an "Issuer" contract with Isabel for the Isabel Zoomit service, who is the Issuer of Electronic

Documents and who makes these available, in whole or in part, to the Main Recipient, and where appropriate, the Secondary Recipient, the Authorised User or another User via the ING Zoomit service.

The full list of Issuers is available at the website [www.zoomit.be](http://www.zoomit.be).

**The Recipient:** the User (natural person(s)) of the Home'Bank/ Business'Bank/Smart Banking for Smartphones services,

- Acting and subscribing to the ING Zoomit service as a Client, in their own name and on their own behalf,
- And/or acting for, and subscribing to, the ING Zoomit service, where appropriate, as a body or agent, i.e. acting in the name of and on behalf of the (Client) natural or legal person(s)), who may have appointed him/her as a User, in accordance with the Phone'Bank and Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions, and who may have authorised it to use Home'Bank/Business'Bank/Smart Banking for Smartphones services in their name and on their behalf,
- And for whom the Electronic Documents available via the ING Zoomit service are effectively intended.

**The Main Recipient:** the User (natural person(s)) of the Home'Bank/ Business'Bank/Smart Banking for Smartphones services,

- Acting and subscribing to the ING Zoomit service as a Client, in their own name and on their own behalf,
- And/or acting for, and subscribing to, the ING Zoomit service, where appropriate, as a body or agent, i.e. acting in the name of and on behalf of the (Client) natural or legal person(s)), who may have appointed him/her as a User, in accordance with the Phone'Bank and Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions, and who may have authorised it to use Home'Bank/Business'Bank/Smart Banking for Smartphones services in their name and on their behalf,
- And for whom the Electronic Documents available via the ING Zoomit service are intended following a successful Compliance Test, in accordance with

the provisions of these Regulations.

**The Secondary Recipient:** the User (natural person(s)) of the Home'Bank/Business'Bank services who accesses and uses the ING Zoomit service in the name of and on behalf of the Client authorised by the Main Recipient, in accordance with Article 6.1 of these Regulations, to consult, via the ING Zoomit service, the Issuer's Electronic Documents intended for the Main Recipient and made available via the ING Zoomit service in accordance with the provisions of these Regulations.

**The Authorised User:** the User (natural person(s)) of the Home'Bank/Business'Bank services who accesses and uses the ING Zoomit service in the name of and on behalf of the Client authorised by the Recipient, in accordance with Article 7.4 of these Regulations, to consult, via the ING Zoomit service, the Issuer's Electronic Documents intended for the Main Recipient and made available via the ING Zoomit service in accordance with the provisions of these Regulations.

**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 and the Isabel Zoomit service (including as regards the execution of the Compliance Test), which the Parties call on to supply the ING Zoomit service and, within this framework, transmit secure electronic data. Isabel acts as a subcontractor both in the name of and on behalf of the Issuers and ING.

**Compliance Test:** the comparison carried out by Isabel between, firstly, ING Clients' first names, surnames and account numbers communicated to Isabel by ING and, secondly, the first names, surnames and account numbers of the natural or legal persons communicated to Isabel by the Issuers of Electronic Documents, with a view to making available to the Main Recipient and, where appropriate, the Secondary Recipient via the ING Zoomit service, those Electronic Documents concerning the Main Recipient in the event of compliance between first names, surnames and account numbers, in accordance with the provisions of these Regulations.

The Compliance Test is carried out by Isabel when a User asks to consult an Electronic Document made available via the ING Zoomit service.

**The Basic Compliance Test:** the comparison carried out by Isabel between, firstly, ING Client account

numbers communicated to Isabel by ING and, secondly, the account numbers of those natural or legal persons communicated to Isabel by the Issuers of the Electronic Documents.

The Basic Compliance Test is carried out systematically by Isabel whenever a User accesses the Home'Bank/Business'Bank services, even in the absence of a request by said User to consult an Electronic Document made available via the ING Zoomit service.

### 3. Applicable legal framework

**1.** These Regulations supplement ING's "General Regulations" and ING's "Phone'Bank/Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions" (appended to ING's General Regulations), as well as the "Special Regulations for Payment Transactions" and are an integral part of the Home'Bank/Business'Bank Agreement signed in the name of and on behalf of the Client.

Moreover, the technical documentation relating to the use of ING Zoomit supplements the Technical Documentation relating to the use of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking for Smartphones services and is an integral part of the Home'Bank/Business'Bank Agreement signed in the name of and on behalf of the Client.

**2.** Except insofar as these Regulations expressly derogate therefrom, the provisions of the "Phone'Bank/ Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions", ING's "General Regulations" and ING's "Special Regulations for Payment Transactions" fully apply to the ING Zoomit service.

Accordingly, unless expressly stipulated otherwise in these Regulations, the Main Recipient or, where appropriate, the Secondary Recipient, the Authorised User or another User may access and use the ING Zoomit service under the same conditions and according to the same procedures as those defined in the Phone'Bank/Home'Bank/Business'Bank/Smart Banking for Smartphones Services General terms and conditions. Furthermore, unless expressly stipulated otherwise in these Regulations, the rights and obligations of each Party (in particular in terms of security) as well as their liabilities with regard to access and use of the ING Zoomit service, specifically in the event of theft, misappropriation or unauthorised use of the means of access and use of the Home'Bank/Business'Bank/Smart Banking for Smartphones service, proof of consultation, maintenance and availability of the ING Zoomit

service are governed by the of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions.

3. Except insofar as the technical documentation relating to the use of ING Zoomit expressly derogates therefrom, the provisions of these Regulations, of the Technical Documentation relating to the use of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking for Smartphones services, of the "Phone'Bank/ Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions", ING's "General Regulations" and ING's "Special Regulations for Payment Transactions" apply fully to the ING Zoomit service.

#### 4. Purpose of the ING Zoomit Service and liability of the parties

1. The ING Zoomit service is an integral part of ING's Home'Bank/Business'Bank services as defined in Article 2.3 of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking for Smartphones Services General Terms and Conditions.

With the ING Zoomit service, the Main Recipient and, where appropriate, the Secondary Recipient, the Authorised User or another User can, when necessary, consult in a secure manner and in accordance with the provisions of these Regulations, all or part of the Electronic Documents made available by Issuers which are linked to the financial data of the Main Recipient as held by ING.

The Electronic Documents are stored on the Issuers' server or on that of a third party designated by the Issuer and are made available, in full or in part, to the Main Recipient and, where appropriate, to the Secondary Recipient, the Authorised User or another User, via the ING Zoomit service by automatic inclusion, following the successful conclusion of the Basic Compliance Test, of a note on the account in question to which the Electronic Document in question is linked via a secure hyperlink.

Through the ING Zoomit service, the Main Recipient and, where appropriate, the Secondary Recipient or the Authorised User can also request the execution of payment orders linked to the Electronic Documents made available to them by the ING Zoomit service, in accordance with the provisions of these Regulations. Payment instruction execution requests are, in this case, pre-completed by ING

using data from the Electronic Documents sent by the Issuer.

ING only accepts an obligation of means which is strictly limited to making Electronic Documents available via the ING Zoomit service (including as regards the execution of the Compliance Test) and to the prior completion of payment instruction execution requests.

Consequently ING cannot guarantee that the Electronic Documents shall be available in a continuous, secure and uninterrupted manner via the ING Zoomit service.

ING calls on the services of Isabel to offer the ING Zoomit service, whereby Isabel acts as ING's subcontractor.

ING does not represent Issuers in any way and does not guarantee either their solvency or their worthiness.

More information about the ING Zoomit service (including as regards the Compliance Test) can be obtained online at the [www.ing.be/Zoomit](http://www.ing.be/Zoomit) website.

2. All Issuers other than ING or Isabel remain solely liable, with the exception of ING or Isabel, for the decision to make available Electronic Documents which they have issued and which are made available via the ING Zoomit service, as well as the time, form, frequency and duration for which said Electronic Documents are made available, along with their content (including accuracy, precision error-free nature, exhaustiveness, quality, and updating), save serious or deliberate error on the part of ING or Isabel.

They alone are free, with the exception of ING or Isabel, to change the time, form, frequency, duration and content of the Electronic Documents they have issued, even after they have been made available via the ING Zoomit service, where appropriate according to the procedures defined in the contract concluded between the Recipient and the Issuer in accordance with Article 5 of these Regulations.

Any disputes or complaints relating to the time, form, frequency, duration of availability, and contents of Electronic Documents as well as any lack of availability of said Electronic Documents must be handled directly with the Issuer in question.

3. Electronic Documents from any sources external to ING and Isabel, i.e. from Issuers other than ING or

Isabel, are made available, in whole or in part, to the Main Recipient and, where applicable, the Secondary Recipient, the Authorised User or another User by ING faithfully via the ING Zoomit service, without appraisal or checking on the part of ING or Isabel.

They are made available via the ING Zoomit service by hyperlinks which are communicated to the User faithfully by ING with the data communicated by the Issuer, without appraisal or checking on the part of ING or Isabel. Likewise, any payment instruction execution requests linked to such Electronic Documents are faithfully completed beforehand by ING via the ING Zoomit service with data communicated by the Issuer, without appraisal or checking on the part of ING or Isabel.

Any Electronic Document from Issuers other than ING or Isabel, including data from payment instructions linked to such Electronic Documents which are completed beforehand in payment instruction execution requests, as well as hyperlinks to which the Electronic Documents are linked, are made available without any guarantee on the part of ING or Isabel, nor any liability for the aforesaid, except in the event of serious or deliberate error on their part.

In particular, the accuracy, precision, error-free nature, exhaustiveness, quality and updating of the Electronic Documents, including the aforementioned data for payment instructions linked to be Electronic Documents and hyperlinks to which the Electronic Documents are linked cannot be guaranteed by ING or by Isabel, nor can the consequences of any errors they may include be attributed to them, except in the event of grave misconduct or deliberate error on their part.

Neither ING nor Isabel can provide any guarantee whatsoever, nor can they accept any liability except in the event of serious or deliberate error on their part, as regards the hyperlinks via which the Electronic Documents are communicated by Issuers other than ING or Isabel, and in terms of servers and/or websites, in particular their content or their security, to which said hyperlinks are associated and on which such Electronic Documents are stored. Accessing and using these websites and/or servers of Issuers other than ING or Isabel or third parties appointed by them, is solely at the risk of the User. The latter is well aware that such websites and/or servers may offer a level of security which is different to that of the Home'Bank/Business'Bank/Smart Banking for Smartphones services and which is subject to other conditions of use, to other provisions in terms of privacy and/or generally speaking, other rules than those which are applicable to the Home'Bank/ Business'Bank/Smart Banking for

Smartphones services.

Neither ING nor Isabel is liable for the respect by Issuers other than ING or Isabel of the legislation and regulations in force, except in the event of serious or deliberate error on their part. In this respect, they are specifically not liable for the content of Electronic Documents insofar as they have no effective knowledge of any illicit information or activity relating to said Electronic Documents or with respect to civil damages proceedings, deeds or circumstances which could highlight the illicit content of the activity or information.

ING undertakes to act promptly as soon as it becomes aware of such knowledge or as soon as it is contacted by an administrative or legal authority, to remove the hyperlink to which the Electronic Documents concerned are linked or to block access to said Document. ING also undertakes to tell the public prosecutor immediately about any illicit activity or information, as soon as ING becomes effectively aware of such illicit activity or information relating to an Electronic Document.

4. The Main Recipient and, where appropriate, the Secondary Recipient, the Authorised User or any other User each remains wholly liable for the use they make freely of Electronic Documents and the consequences of such use.

Likewise, they each remain wholly liable for the use that they make freely of payment instruction execution requests which are completed beforehand by ING with data from the Electronic Documents communicated by the Issuer. Each of them is responsible for checking the aforementioned data, and if necessary rectifying it.

5. The Recipient is obliged to notify ING as soon as he/she becomes aware of any use whether abusive or not by an unauthorised third party (including the Main Recipient, the Secondary Recipient, the Authorised User or any other User) of the ING Zoomit service, in particular in the event of consultation of Electronic Documents by a third party who is not authorised for such purpose by the recipient (e.g. in the event failure to comply to the extent agreed in accordance with Article 7) or by the Main Recipient or in the event of consultation by the Main Recipient, the Secondary Recipient, the Authorised User or any other User of an Electronic Document which is not intended for them.

Likewise, the Main Recipient as well as, where appropriate, the Secondary Recipient, the Authorised User or any other User are all obliged to notify ING as

soon as they become aware of any use whether abusive or not by an unauthorised third party (including the Main Recipient, the Secondary Recipient, the Authorised User or any other User) of the ING Zoomit service, in particular in the event of consultation of Electronic Documents by a third party not authorised by the recipient or the Main Recipient to such effect, or in the event of consultation by the Main Recipient, the Secondary Recipient, the Authorised User or any other User of an Electronic Document which is not intended for them.

6. The Main Recipient and, where appropriate, the Secondary Recipient or the Authorised User accept that the Electronic Documents may appear markedly different from those which are communicated in paper form, particularly in terms of colours, contrasts or clarity, and generally speaking, quality.

Article 9 headed "Information and advice" in ING's General Regulations does not apply to Electronic Documents.

7. The ING Zoomit service of the Smart Banking for Smartphones services is limited and does not offer all the functionalities available in the Home'Bank/Business'Bank services.

#### 5. ING Zoomit Service subscription or membership

1. Any access or use of the ING Zoomit service by a User is subject to subscription or membership to ING's Home'Bank/Business'Bank services by such User, as a Client him/herself who is the recipient of Electronic Documents or in the name of and on behalf of a Client who is the recipient of Electronic Documents, or by the Client who is the Recipient of Electronic Documents in the name of and on behalf of the entity for whom the User acts.

Subscription to or membership of ING's Home'Bank/Business'Bank services is deemed as subscription to or membership of the ING Zoomit service, including these Regulations. Through such subscription or membership, the Client, Recipient of Electronic Documents authorises any User he/she may appoint (i.e. the Main Recipient and, where appropriate, the Secondary Recipient, the Authorised User or another User) to access and use the ING Zoomit services for the purpose of consulting all or some of such Electronic Documents, in accordance with the provisions of these Regulations.

It is not possible to request access and use of the ING Zoomit service in any other way than the aforementioned.

2. Each Issuer has concluded a specific, separate "Issuer" contract with Isabel for the Isabel Zoomit service, where appropriate on the basis of a contract concluded between the Recipient and the Issuer, in order that the Main Recipient and, where appropriate, the Secondary Recipient, the Authorised User or another User may consult all or part of the Electronic Documents made available by each of the Issuers concerned via the ING Zoomit service.

Isabel remains free to conclude such an "Issuer" contract with the persons of its choice and for the Document of its choice. Conversely, each person remains free to conclude such an "Issuer" contract with Isabel and for the Document of its choice.

3. In addition to acceptance of these Regulations, the Recipient must conclude, via the other Home'Bank/Business'Bank services or in any other manner, a separate individual contract with each of the Issuers in order that the Main Recipient, and where appropriate, the Secondary Recipient, the Authorised User or another User may consult all or part of the Electronic Documents made available by each of the Issuers via the ING Zoomit service.

The Recipient remains free to conclude such a contract with the Issuers of its choice and for the Electronic Document of its choice. However, the Main Recipient and, where appropriate, the Secondary Recipient or the Main Recipient and, where applicable, the Secondary Recipient, the Authorised User or another User may not consult Issuers' Electronic Documents via the ING Zoomit service until the relevant agreement has been concluded with the Issuers, with the exception of the data from the Electronic Documents mentioned in Article VII.5.

The Issuers also remain free to make the Electronic Documents available via the ING Zoomit service, and to conclude a contract with the Recipient to this end. They accept sole liability in this regard.

To send the Electronic Documents concerning him/her in accordance with these Regulations, the Recipient authorises ING to communicate to the Issuers with which it has concluded a contract as indicated above the fact that he/she has subscribed or accepted the Home'Bank/Business'Bank services as a Client or on behalf of a Client and that he/she is an active User of such services.

4. The Issuer determines with Isabel, where appropriate according to the contract concluded between the Issuer and the Recipient, the moment from which the availability of Electronic Documents



via the ING Zoomit service, may or may not replace paper-based communication, insofar as the Main Recipient agreed beforehand that Electronic Documents could be consulted via the ING Zoomit service by requesting to consult an Electronic Document from the same Issuer, of the same type and with the same Client number.

5. Except in the case of grave misconduct or deliberate error on its part, ING does not accept any liability as regards contractual relationships concluded between the Issuer and Isabel and, where appropriate, between the Recipient and the Issuers.

#### 6. Appointment of the secondary recipient

1. Only the Main Recipient can appoint as a "Secondary Recipient", within the limits of the possibilities offered by ING, the User of the Home'Bank/Business'Bank/Smart Banking for smartphones services who shall be authorised to consult Electronic Documents from Issuers via the ING Zoomit service, intended for the Main Recipient and made available via the ING Zoomit service in accordance with the provisions of these Regulations.

However, a User who acts and subscribes to the ING Zoomit service as a person authorised by another (Client natural or a legal person(s)) to only consult their accounts, via the Home'Bank/Business'Bank/Smart Banking for Smartphones services, in accordance with the Phone'Bank and Home'Bank/ Business'Bank/Smart Banking for Smartphones General Terms and Conditions, cannot be appointed as a "Secondary Recipient".

The Main Recipient determines for each Electronic Document Issuer, for each Client number with each Issuer and for each type of Electronic Document, whether the User of the Home'Bank/Business'Bank/Smart Banking for Smartphones services is authorised, as a "Secondary Recipient" to consult the Electronic Documents via the Zoomit service. He/she determines accordingly the Electronic Documents from which Issuers, the Electronic Documents linked to which Client number with each Issuer and the Electronic Documents of which type are made available to the Secondary Recipient that he/she appoints via the ING Zoomit service.

2. Likewise, only the Main Recipient can also refuse that the other Users who are authorised to consult the accounts referred to in Electronic Documents, via the Home'Bank/Business'Bank/Smart Banking for Smartphones services, be appointed as "Secondary Recipients" in such a way that they shall not be

authorised to consult Electronic Documents from Issuers intended for the Main Recipient via the ING Zoomit service and made available via the ING Zoomit service, subject however to Article 7.5 of these Regulations.

#### 7. Compliance Test

1. When a User wishes to consult an Electronic Document made available via the ING Zoomit service, Isabel carries out a Compliance Test in the name of and on behalf of ING and the Issuers, on the basis of data communicated by the Issuers, to ensure that unauthorised persons cannot consult the Electronic Documents.

ING is not liable in the event of a Compliance Test failure following incorrect or incomplete transmission of data on the part of an Issuer, of Isabel, of a Client or of a User.

2. The Main Recipient of an Electronic Document is appointed following a successful Compliance Test.

The Main Recipient of an Electronic Document thus appointed is the User whose surname, first name and account number with ING which he is authorised to consult via the Home'Bank/Business'Bank/Smart Banking for Smartphones services, correspond, according to the agreed level of compliance, to the surname, first name and account number of a private individual communicated to Isabel by the Electronic Document Issuers. In the event of compliance between the aforementioned data (i.e. in the event of a successful Compliance Test), the Main Recipient thus appointed is authorised to consult the Electronic Documents from Issuers, via the ING Zoomit service, intended for the Main Recipient and made available via the ING Zoomit service.

The Issuer determines with Isabel in accordance with Article 3 of these Regulations, where appropriate according to the contract concluded between the Issuer and the Recipient, the level of compliance applied for the test designed to make the Issuer's Electronic Documents available. Depending on the agreed level of compliance, the Recipient accepts that Electronic Documents may be consulted via the ING Zoomit service by a Main Recipient and, where appropriate, a Secondary Recipient other than him.

The Issuer determines with Isabel in accordance with Article 5 of these Regulations, where appropriate according to the contract concluded between the Issuer and the Main Recipient, those Electronic Documents which may or may not be closely linked to their privacy, or which may or may not be sensitive.

3. The Main Recipient accepts that the Secondary Recipient whom he/she has appointed in accordance with Article 6 of these Regulations may, following a successful Basic Compliance Test and in the absence of a successful Compliance Test (i.e. that only the account numbers comply, and not the surnames and/or first names), consult, via the ING Zoomit service, the Electronic Documents of Issuers intended for the Main Recipient and made available via the ING Zoomit service, insofar as he been authorised, in accordance with the above Article 6, for the relevant Electronic Document Issuer, for the Client number in question linked to such Issuer and the type of Electronic Document in question.

4. When, in respect of Electronic Documents which are not considered as closely linked to privacy (e.g. water, gas and electricity bills) or which are intended for a legal entity and are not sensitive, a Basic Compliance Test is successful but not the actual Compliance Test, then the Recipient of the Electronic Document accepts, insofar as the Main Recipient did not refuse the appointment of other Users as Secondary Recipients in accordance with Article 6.2, that a User - authorised to consult the accounts referred to in the Electronic Documents via the Home'Bank/Business'Bank services - may in their capacity as Authorised Users, consult in full or in part the Issuers' Electronic Documents, via the ING Zoomit service, intended for the Main Recipient and made available via the ING Zoomit service, insofar as such User enters the "Zoomit" code corresponding to the Electronic Document in question and communicated by the Issuer.

However, this shall not be the case if the Electronic Documents are considered as being closely linked to privacy (e.g. payslips, etc.) or are intended for a legal person and are sensitive.

A User who acts and subscribes to the ING Zoomit service as a person authorised by ((a) Client natural or legal person(s)) to only consult their accounts, via the Home'Bank/Business'Bank/Smart Banking for Smartphones services, in accordance with the Phone'Bank and Home'Bank/Business'Bank General Terms and Conditions, cannot consult Electronic Documents which are linked to the aforementioned accounts as an "Authorised User".

5. Furthermore, the Recipient accepts that all Users who are authorised by him/her to consult the accounts referred to in the Electronic Documents, via the Home'Bank/Business'Bank/Smart Banking for Smartphones services (including (joint) holders or agents for the accounts in question), may, following

a successful Basic Compliance Test and in the absence of a successful Compliance Test, still consult the following data from the Issuer's Electronic Documents, via the ING Zoomit service, intended for the Main Recipient and made available via the ING Zoomit service:

- The Issuer's name
- The type of Electronic Document (bill, direct debit, payslip, etc.)
- The date of receipt of Electronic Documents
- Any expiry date of the Electronic Documents
- The status of Electronic Documents (document consulted, new document, document downloaded, etc.)
- Any amount linked to the Electronic Documents
- Where appropriate, the fact that any amounts linked to the Electronic Documents have been paid or not.

Such Users may consult such data even if the Main Recipient refused to appoint them as Secondary Recipients in accordance with Article 6.2.

## 8. Protection of privacy and duty of discretion

1. Through subscription or membership of the ING Zoomit service, in accordance with Article 5, the User, in his capacity as a Client in his/her own right, or acting in the name of and on behalf of a Client, and/or the Client in whose name and on behalf of whom he/she acts, consents to the exchange and processing of the following data between ING, Isabel and the Issuers within the scope of the ING Zoomit service, in accordance with these Regulations:

- a) The request made by the Main Recipient, the Secondary Recipient, the Authorised User or another User to access and use the ING Zoomit service in accordance with these Regulations
- b) The data required to take the Compliance Test; the Client's surname, first name and account number as well as, where appropriate, the "Zoomit" code of the Electronic Document in question
- c) Consultation or non-consultation by the Main Recipient, Secondary Recipient or the Authorised User of the Electronic Documents in accordance with these Regulations
- d) Electronic Documents, including data relating to direct debits with ING and any payments linked to the Electronic Documents.

2. The above-mentioned Electronic Documents referred to in point 1, d), of this Article 8 are processed by ING and by Isabel acting as a subcontractor for the Issuers of these Electronic

Documents, only in the event of a successful Basic Compliance Test and with the sole purpose of making available all or part of the Electronic Documents, via the ING Zoomit services, to the Main Recipient, and where appropriate, to the Secondary Recipient, the Authorised User or another User (including carrying out the Compliance Test) as well as, where appropriate, the execution of payment instructions, to the exclusion of all other purposes (e.g. marketing).

Electronic Documents are accordingly processed by ING or by Isabel without either Party becoming aware of the content of the data in the Electronic Documents, except with regard to the following data:

- The Issuer's name and account number
- The surname, first name and account number of the Recipients of Electronic Documents
- The type of Electronic Document (bill, direct debit, payslip, etc.)
- The date of receipt of Electronic Documents
- Any expiry date for direct debits with ING and any payment instructions linked to the Electronic Documents
- The status of Electronic Documents (document consulted, new document, document downloaded, etc.)
- any amount linked to the Electronic Documents
- Where appropriate, the fact that any amounts linked to the Electronic Documents have been paid or not.
- Other data relating to direct debits with ING and any payment instructions linked to the Electronic Documents (in particular, data relating to structured messages or free-text messages from the Issuer).

The data listed in the previous paragraph as well as the data mentioned above in point 1, a), b), c) and d) in Article 8 is processed by ING, who is responsible for processing for the purpose of account and payment management, and by Isabel, as an ING subcontractor, with the sole purpose of making available, via the ING Zoomit service, all or part of the Electronic Documents to the Main Recipient and, where appropriate, to the Secondary Recipient, the Authorised User or another User (including carrying out the Compliance Test) as well as, where appropriate, the execution of payment instructions, to the exclusion of all other ends (e.g. marketing).

This data is not communicated to third parties except for the persons designated in point 1 above, and where appropriate, companies whose intervention is necessary (in particular, for Payment Transactions:

Swift SCRL/bvba, MasterCard Europe SPRL/bvba, Atos Worldline/EquensWorldline nv/SA, etc.) for the above-mentioned purposes.

3. Private individuals may access this data and rectify the data relating to them.

4. For additional information about the processing of data by ING Belgium, private individuals can refer to Article 11 (Protection of privacy) of ING's Home'Bank/Business'Bank/Smart Banking and Phone'Bank Services General Terms and Conditions.

#### 9. Access and use of the ING Zoomit Service

1. Upon subscription to or membership of the ING Zoomit service by the User, as the actual Client him/herself, or in the name of and on behalf of a Client, and/or by the Client in whose name and on behalf of whom he/she is acting, the Main Recipient and, where appropriate, the Secondary Recipient, the Authorised User and/or any other User can, in accordance with these Regulations, consult all or part of the Electronic Documents made available via the ING Zoomit service by the Issuers and intended for the Main Recipient pursuant to the Compliance Test.

Only such persons can consult all or part of the Electronic Documents, to the exclusion of any other person.

2. The means of accessing and signing required by the Main Recipient or, where appropriate, the Secondary Recipient, the Authorised User or another User to access and use the ING Zoomit service, including those necessary to approve electronic signatures, are identical to those required to access and use ING's Home'Bank/Business'Bank/Smart Banking services.

3. The Bank may refuse to process an ING Zoomit service consultation request, without being required to justify said refusal, in particular if the Main Recipient, the Secondary Recipient or the Authorised User submits several successive requests which do not comply with the requirements indicated in these Regulations or, generally speaking, misuses the ING Zoomit service. Any complaint in this regard shall be rejected, except in the case of serious or deliberate error on the part of the Bank.

#### 10. Availability of Electronic Documents

Each Electronic Document is made available via the ING Zoomit service in the context of the ING Home'Bank/Business'Bank and/or Smart Banking services for a minimum period of six (6) months and a maximum of (12) months from the date the Issuer

makes it available via the ING Zoomit service. The aforementioned deadline is determined, depending on the type of Electronic Document in question, by the Issuer with Isabel in accordance with Article 5 of these Regulations, where appropriate according to the contract concluded between the Issuer and the Recipient, it being understood that such deadline cannot, under any circumstances, be less than 6 months or more than 12 months.

The Recipient, the Main Recipient and, where appropriate, the Secondary Recipient acknowledge and accept that:

- The Main Recipient and, where appropriate, the Secondary Recipient are themselves responsible for safeguarding each Electronic Document, and they undertake for this purpose to download (save) and/or print out each Electronic Document within the agreed availability timeframe
- The Electronic Documents shall no longer be available once the agreed availability timeframe has expired or as from the effective date of any termination of the ING Zoomit service in whole or in part (with regard to the Issuers concerned), irrespective of the reason for termination
- Any Electronic Documents which have not yet been made available during the agreed availability timeframe, shall no longer be available as from the effective date of any termination of the ING Zoomit service
- The availability of Electronic Documents via the ING Zoomit service may have the consequence, according to the contract concluded by the Issuer with Isabel in accordance with Article 5 of these Regulations, that all or part of these shall no longer be communicated via other channels (e.g., in paper format by post or by fax, or in electronic format by e-mail).

Save in the case of serious or deliberate error on its part, ING does not accept liability with regard to the contractual relationships concluded between the Recipient and the Issuers.

### 11. Charges for the ING Zoomit Service

The possible rates applicable to the subscription, membership and/or use of the ING Zoomit service are indicated in the lists of charges for the main banking Transactions published by ING and available, in particular, at any ING branch and via the Phone'Bank/Home'Bank/Business'Bank/ Smart Banking information services. Furthermore they are communicated to the User prior to subscription to or membership of the ING Zoomit service. Such lists of

charges are only valid as from the date they are published.

They do not constitute a binding offer on the part of ING, unless they are communicated to the User in a subscription or membership form.

If rates are applicable to subscription, membership and/or use of the ING Zoomit service, they apply to the Main Recipient both in the event of use of the ING Zoomit service by latter, or in the event of use of the ING Zoomit service by the Secondary Recipient that he/she appoints or by the Authorised User.

Such rates may stipulate, for subscription or membership of the ING Zoomit service, the payment of an annual fee which is then payable and applied to the Main Recipient, as soon as subscription or membership of the ING Zoomit service by the Client or in his/her name and on his/her behalf, and then, on all subscription or membership anniversary dates.

Any charges for the ING Zoomit service are independent from the Home'Bank/Business'Bank/Smart Banking services charges.

### 12. Intellectual Property

1. Without prejudice to the availability of Isabel's Zoomit service within the scope of the ING Zoomit service for the Main Recipient and, where appropriate, the Secondary Recipient, the Authorised User and/or any other User exclusively for their personal needs as stipulated in the Regulations, Isabel reserves all rights in terms of property as well as all intellectual property rights (including usage rights) both in terms of the Isabel software and the Isabel database relating to the Isabel Zoomit service, as well as regarding all the elements which make it up, in particular and not limited to texts, illustrations, brands and other items which can be found in the Isabel software package and/or in the Isabel database.

2. For the duration of subscription to or membership of the ING Zoomit service, the User is granted a strictly personal, non-exclusive and non-transferable licence to use the Isabel software relating to Isabel's Zoomit service, in its computer-readable object code version, and to use the Isabel database relating to Isabel's Zoomit service. However, no property rights or intellectual rights are transferred to the User. This licence only grants the right to use the Isabel software and the Isabel database within the scope of the ING Zoomit service in accordance with its purpose as determined in these Regulations, in particular the

consultation of Electronic Documents.

**3.** It is strictly forbidden for Users to make even the slightest change to the Isabel software package or to the Isabel database relating to the Isabel Zoomit service.

**4.** Isabel is the sole holder of the brands and logos linked to the Isabel Zoomit service.

### 13. Duration and end of the ING Zoomit Service

**1.** Subscription to or membership of the ING Zoomit service by a Client or on his/her own behalf comes into force on the day of the subscription or membership and is valid for an indefinite period.

**2.** Both the Client and ING may terminate the ING Zoomit service at any time, free of charge and without any justification.

The ING Zoomit service is an integral part of ING's Home'Bank/Business'Bank services, and complete termination of the ING Zoomit service is only possible by terminating ING's Home'Bank/Business'Bank services. Accordingly, without prejudice to the provisions of these Regulations, both the User, the Client and ING may only completely terminate the ING Zoomit service under the same conditions and according to the same terms as those defined for the termination of the Home'Bank/Business'Bank Agreement in the Phone'Bank/Home'Bank/Business'Bank Services General Terms and Conditions.

At any time, without charge and without justification, the Main Recipient may terminate availability of Electronic Documents via the ING Zoomit service for some or all of the Issuers, by sending a request to this end to the Issuers in question, where appropriate according to the contract concluded between the Issuers and the Recipient in accordance with Article 5 of these Regulations. Each relevant Issuer shall take such a request into account according to the conditions and terms agreed between itself and the Recipient, without ING's liability ever being involved in this regard, except in the case of grave misconduct or deliberate error on its part.

At any time, without charge and without justification, ING may also terminate with immediate effect, the availability of the Electronic Documents via the ING Zoomit service for some or all of the Issuers.

Furthermore, ING may, at any time and without notice, terminate the subscription or membership to the ING Zoomit service or suspend execution in whole

or in part if the User or the Client fails to honour their commitments towards ING or default on their payments, if they are declared bankrupt or put into liquidation or receivership, or they are the subject of similar procedures, without prejudice to any additional damages.

**3.** Any closure of accounts with ING or termination of Home'Bank/Business'Bank Agreements to which the ING Zoomit service is linked shall immediately terminate use of the ING Zoomit service for the accounts and the Home'Bank/Business'Bank Agreements in question. If all the accounts held with ING to which the ING Zoomit service is linked are closed, or if all the Home'Bank/Business'Bank Agreements to which the ING Zoomit service is linked are terminated, then subscription or membership of the ING Zoomit service shall terminate with immediate effect.

**4.** Except in the event of force majeure or serious failure by the User or the Client to respect their commitments towards ING, termination of the ING Zoomit Service or withdrawal of the Electronic Documents made available via the ING Zoomit service by ING in accordance with Article 13.2. will not prejudice the right of the Client or User to be compensated for any loss which may result for them due to such termination as substantiated by them. Similarly, the User or the Client can invoke this right if the subscription or membership is terminated by him/her due to ING changing the contractual framework unilaterally in accordance with Article 14 or due to serious or deliberate error on the part of ING, as substantiated by him/her.

**5.** In the event of termination of the subscription or membership of the ING Zoomit service due to a serious failure by the User or the Client to respect their commitments towards ING or termination of the subscription or membership of the ING Zoomit service by the User or the Client, then ING will not be obliged to refund, even partially, the annual fee which may be applicable in accordance with Article 11 of the Regulations.

**6.** If use of the ING Zoomit service is partially terminated with regard to the availability of all or part of the Electronic Documents for some or all Issuers, or if use of the ING Zoomit service is completely terminated, then the Main Recipient and, where appropriate, the Secondary Recipient of the Electronic Documents concerned which were made available via the ING Zoomit service are obliged to inform the relevant Issuer and to find a solution with them as soon as possible for another mode of

communication or method of availability for the future of the Documents in question.

Under the same conditions, the Issuers concerned by the withdrawal of the Electronic Documents made available via the ING Zoomit service or via the complete termination of the subscription or membership to the ING Zoomit service are not obliged, unless stipulated otherwise in any contract concluded between the Recipient and the Issuer in accordance with Article 5 of these Regulations, to communicate or make available in another way after the termination occurs, those Electronic Documents which have already been made available via the ING Zoomit service.

#### 14. Amendments to these Regulations

1. The Bank reserves the right to amend these Regulations subject to one month's notice. To this end, ING shall inform the User or the Client, at least one month before the application of the amendments in question, of the availability of the new Regulations. ING shall inform the User or the Client by (electronic or traditional) mail, by a message included in the account statements or by a notice displayed in ING branches or via the Home'Bank/Business'Bank/Smart Banking services.

2. The User or the Client may refuse such amendments and, in that case, exercise their right to terminate the subscription or membership to the ING Zoomit service in accordance with Article 12 of these Regulations. Failure to exercise, by the User or the client, within a month of the communication stipulated above, their right to terminate the subscription or membership to the ING Zoomit service, shall be deemed as tacit agreement of the User or Client to adopt the proposed amendments.

## Appendix 3: General terms and conditions for the use of ING Document Centre services

### Article 1. Purpose of the ING Document Centre Services and the ING Document Centre Services General Terms and Conditions

The purpose of these General Terms and Conditions of the ING Document Centre services (hereafter the "General Terms and Conditions") as part of the Home'Bank/Business'Bank or Telelink Online services (in Telelink@Isabel) of ING Belgium SA, Av. Marnix 24, 1000 Brussels, Brussels RPM/RPR - VAT BE 0403.200.393 (hereafter "ING") is to describe the electronic services offered by ING under the name "ING Document Centre" and to set out the rights and obligations of the "Client" (namely the private individual or legal entity, in the name and on behalf of which the Home'Bank/Business'Bank or Telelink@Isabel services Agreement is concluded and which acts as or via a "User" within the meaning of the General Terms and Conditions of ING's Home'Bank/Business'Bank or Telelink@Isabel), of the User and of ING (hereafter individually "the Party" or, jointly, "the Parties") with regard to the provision, by ING, of the ING Document Centre services for the benefit of the Client, as well as access to and use of these services and, in particular, the transmission of financial information by ING to the Client or its User.

The purpose of these ING Document Centre services is to offer the Client and its User the possibility of downloading financial documents, provided via ING's Home'Bank/Business'Bank or Telelink Online (in Telelink@Isabel) services, such as set out in Article 5 of these General Terms and Conditions (hereafter the "Financial Documents") and/or of requesting that ING provide these Financial Documents via e-mail or post.

The ING Document Centre services are made available via ING's Home'Bank/Business'Bank or Telelink Online (in Telelink@Isabel) services under the heading "My Documents".

### Article 2. Terminology used in the General Terms and Conditions

Depending on whether the ING Document Centre services are used as part of ING's Home'Bank/Business'Bank or Telelink@Isabel services, the definitions given in Article 1.2 of the general terms and conditions of Home'Bank/Business'Bank services appended to ING's General Regulations) or the general terms and conditions of Telelink@Isabel services, apply to these General Terms and Conditions.

For the purpose of these General Terms and

Conditions, the term "Transaction", defined in Article 1.2 of the General Terms and Conditions of Phone'Bank/Home'Bank/Business'Bank services or the general terms and conditions of Telelink@Isabel services, must be understood to mean the consultation of Financial Documents via the ING Document Centre services.

### Article 3. Applicable legal framework

These General Terms and Conditions are in addition to the "General Regulations" of ING, the "General Terms and Conditions of ING's Home'Bank/Business'Bank services" (appended to the General Regulations of ING), the general terms and conditions of Telelink@Isabel services and ING's Special Regulations for Payment Transactions, and form an integral part of the Home'Bank/Business'Bank or Telelink@Isabel Agreement concluded in the name and on behalf of the Client.

Furthermore, the technical documentation on the use of the ING Document Centre services is in addition to the Technical Documentation on the use of the Phone'Bank/ Home'Bank/Business'Bank and Telelink@Isabel services and forms an integral part of the Home'Bank/Business'Bank or Telelink@Isabel Agreement signed in the name and on behalf of the Client.

The rules, contracts and agreements applicable between the Parties (in particular, the general terms and conditions of Home'Bank/Business'Bank or Telelink@Isabel services and the aforementioned ING regulations) continue to apply in their entirety to the ING Document Centre services, unless expressly provided for otherwise in these General Terms and Conditions.

In this way, unless expressly provided for otherwise in these General Terms and Conditions, the Client and its User may access and use the ING Document Centre services under the same conditions and according to the same terms as those set out in the general terms and conditions of the Home'Bank/Business'Bank or Telelink@Isabel services. Furthermore, unless expressly stipulated otherwise in these Regulations, the rights and obligations of each Party (in particular in terms of security) as well as their liabilities with regard to access and use of the ING Document Centre service, specifically in the event of theft, misappropriation or unauthorised use of the means of access and use of the Home'Bank/Business'Bank service, proof of

consultation, maintenance and availability of the ING Document Centre service are governed by the of the Home'Bank/Business'Bank or Telelink@Isabel Services General Terms and Conditions.

Except insofar as expressly provided for otherwise in the technical documentation on the use of the ING Document Centre services, the provisions of these General Terms and Conditions, the Technical Documentation on the use of the Home'Bank/Business'Bank or Telelink@Isabel services, the general terms and conditions of Home'Bank/Business'Bank or Telelink@Isabel services, the General Regulations of ING and the ING Special Regulations for Payment Transactions continue to apply in their entirety to the ING Document Centre services.

These General Terms and Conditions do not affect the other regulations and agreements applicable to methods of transmission (including transmission by e-mail or by post) of Financial Documents other than the method provided for within the context of ING Document services, provided such other methods have been agreed or shall be agreed between ING and the Client.

#### Article 4. Subscription or membership of ING Document Centre Services

Any access or use of ING Document Centre services by a User is subject to such User's subscription or membership of ING's Home'Bank/Business'Bank or Telelink@Isabel services, as a Client or acting in the name and on behalf of a Client, or by the Client in the name and on behalf of which the User acts.

Any subscription or membership of ING's Home'Bank/Business'Bank or Telelink@Isabel services includes subscription or membership of the ING Document Centre services, including these General Terms and Conditions. By such subscription or membership, the Client authorises any User, appointed by it in accordance with Article 6 of the General Terms and Conditions, to access and use the ING Document Centre services for the purpose of consulting some or all of the Financial Documents, in accordance with the provisions of the General Terms and Conditions.

It is not possible to request access to and use of the ING Document Centre services in any manner other than the method outlined above.

#### Article 5. Communication of financial documents via the ING Document Centre Services

The ING Document Centre services are an integral part of ING's Home'Bank/Business'Bank services as defined in Article 2 of the general terms and

conditions of the Home'Bank/Business'Bank services and the Telelink@Isabel services as defined in Article 2 of the general terms and conditions of the Telelink@Isabel services.

For the purpose of the ING Document Centre services accessible via the Business'Bank or Telelink@Isabel services, financial, general or specific, personal or not, documents (named "Financial Documents" in these General Terms and Conditions) are made available to the Client or his/her User, in particular the following<sup>1</sup>:

1. Tax certificate - Investment loans
2. Tax certificate - Business loans
3. Tax certificate - ING holiday pay loan
4. Tax certificate - ING end-of-year bonus loan
5. Tax certificate - Advance payments of tax loan
6. Electronic inventory file for incorporation in accounts
7. Electronic budget file for incorporation in accounts
8. Statement of credit facilities not yet consolidated into a loan
9. Schedule of borrowings
10. Debt changes
11. Projection of debt servicing costs - broken down by functional code
12. Projection of debt servicing costs - broken down by due date
13. Statement of principal repayments
14. Statement of interest on loans
15. Debt position - loans fully repaid during the financial year
16. Detailed debt position
17. Debt position - debt dashboard
18. Amortisation schedule
19. Statement of borrowings for which rate conditions were revised
20. Certificate confirming bank identity
21. Bank certificate for auditor
22. Identification form for actual beneficiaries (copy)
23. Withholding tax certificate
24. "Payer" SEPA transfer form
25. "Payee" SEPA transfer form
26. Statement of loans granted
27. Statement of guarantees provided to the Bank
28. Certificate confirming no outstanding loan
29. Certificate confirming no guarantee has been provided to the Bank
30. Solvency statement
31. Certificate confirming remaining balance on outstanding loan
32. Certificate confirming absence of any late payments for outstanding loans
33. Tax certificate for a loan
34. Loan amortisation schedule



For the purpose of the ING Document Centre services accessible via the Home'Bank services, financial, general or specific, personal or not, documents (named "Financial Documents" in these General Terms and Conditions) are made available to the Client or his/her User, in particular the following<sup>4</sup>:

### 1. Financial documents related to a mortgage loan:

- Annual tax certificate for mortgage loans
- Basic annual tax certificate for mortgage loans
- Copy of the loan offer
- Mortgage loan amortisation schedule
- Certificate confirming absence of any late payments for outstanding mortgage loans
- Certificate confirming absence of any recent late payments for outstanding mortgage loans
- Statement of remaining capital balance on an outstanding mortgage loan
- Certificate of account to be debited for a mortgage loan
- Certificate for outstanding mortgage loans
- Statement of loans
- All certificates relating to a mortgage loan the Client asks ING to complete and sign

### 2. Financial documents related to an account:

- Securities Account contract and amendments
- Private Banking financial planning
- Kronos contract
- Discretionary management contract
- Ceres contract
- Advisory management contract
- Breakdown of investment purchase and sale orders

### 3. Financial documents linked to the Client and ING relationship:

- Investor profile
- Private Banking basic contract
- Private Banking remote sale contract

According to the possibilities offered by ING for the purpose of the ING Document Centre services, the Client or his/her User can, with regard to the aforementioned Financial Documents:

- Download them (including simply opening them temporarily) in the PDF electronic format
- Ask ING to send them to him/her by post, on paper and/or
- Ask ING to send them to him/her by e-mail, in the PDF electronic format.

All the possibilities mentioned above are not necessarily available for all the Users of the relevant Client and/or for all Financial Documents. Likewise they are not necessarily available for all the Home'Bank services as for the Business'Bank services or again for the Telelink Online services (of Telelink@Isabel). In this regard please refer to the General Terms and Conditions applicable to the relevant Home'Bank/Business'Bank or Telelink Online services (of Telelink@Isabel).

However the Client or his/her User may, whatever the case, ask ING, notwithstanding the ING Document Centre services (e.g. from their ING branch) to send him/her the relevant Financial Documents in writing, subject to payment of the relating costs.

The Financial Documents shall be transmitted in accordance with any specific procedures, methods and forms (templates, frequency, etc.) indicated by the User when requesting a Financial Document as part of the ING Document Centre services.

Indicative list compiled on 1 July 2016 and subject to change by ING without notice.

Where no specific procedures, methods or forms are indicated, the Financial Documents shall be communicated in "PDF" electronic format and can be opened using a recent version of Adobe Acrobat Reader.

Electronic mail shall only be sent to the personal e-mail or postal addresses communicated by the User when asking for a Financial Document through the ING Document Centre services or, where appropriate, known to ING, according to the terms stipulated by ING under the ING Document Centre services.

Where the User in question does not receive any e-mail or post or receives an unreadable or incomplete e-mail or post, the User shall notify ING accordingly as soon as possible. Upon receipt of such notification from a User, ING undertakes to communicate the above-mentioned Financial Documents to the User by any means of transmission ING deems appropriate.

However, where no such notification is provided to ING, the User shall be deemed to have received by e-mail or post, in a timely and readable and complete manner, the above-mentioned Financial Documents. ING shall not be required to prove the sending of e-mails in any other manner.

## Article 6. Users authorised to consult Financial Documents

### 6.1. For the Business'Bank or Telelink@Isabel services

Unless otherwise agreed with the Client, only Users duly authorised in accordance with this Article 6.1. are permitted to access and use the ING Document Centre services for the Business'Bank or Telelink@Isabel services and, therefore, to consult, download and/or request the sending by e-mail or post of the Financial Documents aforementioned below as part of the ING Document Centre services.

Users who, for an account held with ING for which the Client is the holder or joint holder, have general or electronic sole signing authority and without limit in terms of the maximum permitted transaction amounts and/or the type of transactions, are authorised to sign, download and/or request, on their own, the sending by e-mail or post of Financial Documents as defined in Article 5 of these General Terms and Conditions.

Similarly Users who, for an account held with ING for which the Client is the holder or joint holder, have general or electronic sole signing authority and with a limit in terms of the maximum permitted transaction amounts and/or the number of signatures required to carry out transactions but without any limit in terms of the types of transactions permitted (i.e. who have the authority to transfer payments to all accounts), are authorised to sign, download and/or request, on their own, the sending by e-mail or post of the aforementioned Financial Documents.

However Users who solely have authority to either consult and/or enter details for an account held with ING for which the Client is a holder or joint holder, or who have general or electronic signing authority, with limits in terms of the types of transactions permitted (i.e. who do not have the authority to make payments to any account but only to certain specified accounts) for any such account, are not authorised to access and use the ING Document Centre services and may not, therefore, consult, download and/or request the sending by e-mail or post of Financial Documents.

To determine the specific authority and any limits to such User authority (expressed in terms of the maximum permitted transaction amounts, the number of signatures required and/or the types of transactions permitted) as referred to above, reference should be made to the "Management powers" documents for the account or accounts of

which the Client is a holder or joint holder or the different mandate forms which ING provides in the appendix to the Telelink@Isabel Contract, as well as any subsequent changes made to such authority and limits.

### Article 6.2. For the Home'Bank services

Unless otherwise agreed with the Client, only Users duly authorised in accordance with this Article 6.2. are permitted to access and use the ING Document Centre services for the Home'Bank services and, therefore, to consult, download and/or request the sending by e-mail or post of the Financial Documents mentioned below as part of the ING Document Centre services.

Only Clients and/or Users who are borrowers or joint borrowers for a mortgage loan with ING shall have access to the ING Document Centre services for Mortgage Loans and be authorised to consult alone, download alone and/or request alone the sending of via e-mail or post, Financial Documents relating to a mortgage loan as defined in Article 5 of these General Terms and Conditions.

Only Clients and/or Users who are (joint) holders of an account with ING or legal representatives of a minor or an adult incapable holder of an account with ING are allowed to consult alone and/or to download alone Financial Documents linked to the relevant account as defined in Article 5 of these General Terms and Conditions.

Only ING Clients and/or Users who have signed the Financial Documents linked to the ING-Client relationship are authorised to consult alone and/or download alone such Financial Documents linked to the ING-Client relationship as defined in Article 5 of these General Terms and Conditions.

## Article 7. Quality of ING Document Centre services and value of Financial Documents

ING takes the utmost care to ensure the quality of the ING Document Centre services, in terms of both content and user-friendliness. It takes reasonable steps to obtain correct, up-to-date data. ING may, therefore, without prior notice to the Client, modify the information provided in the ING Document Centre services and, to that end, suspend access to some or all of the ING Document Centre services.

The Financial Documents made available or communicated to the Client or its User are provided by ING Belgium or by third parties. They are provided without any guarantee and without any liability on the part of ING or other companies of the ING Group

in Europe, except in case of gross negligence or intentional wrongdoing on their part.

The Financial Documents made available or communicated to the Client or its User as part of the ING Document Centre services are only valid for the date on which they are communicated and, unless otherwise indicated, do not include any subsequent modifications made to the data concerned of which ING was aware at the time of the communication, nor any changes to legislation or regulations (in particular tax-related) in force at the time of the communication. ING cannot guarantee the accuracy, absence of errors, exhaustive and/or up-to-date nature of such Financial Documents.

Such Financial Documents are provided solely for the purpose of information, irrespective of any contractual relationship and/or unilateral undertaking by ING. They may not, under any circumstances, be considered a recommendation, advice, or a direct personal solicitation to sell and/or buy banking, financial, insurance or other products or services. They simply constitute a criterion of assessment for the Client or User who is free to decide and is solely, exclusively and fully liable for the use it makes of such Financial Documents and for the consequences of its decisions.

Any Financial Documents constituting offers by ING or any other company of the ING Group in Europe are, whatever the case, prepared subject to acceptance of the Client's application by ING Belgium or, in the case of insurance, by the relevant insurance company.

The provisions of Article 7 only apply where there are no express stipulations to the contrary regarding the ING Document Centre services.

ING branches are available to provide any additional information required by the Client or its User and may also make personalised offers. The Client or its User is, naturally, free to accept or reject any offer communicated to it by ING Belgium.

#### Article 8. Availability of the ING Document Centre services

Insofar as it is able, and in accordance with the limits laid down in the above paragraph, ING shall make ING Document Centre services accessible 24 hours a day, 7 days a week.

However, ING does not undertake to provide continuous, uninterrupted and secured access to the ING Document Centre services. Furthermore, ING reserves the right to suspend, at any time and

without prior notice, access to the ING Document Centre services where there is a risk of abuse or fraud or to carry out maintenance or make improvements or changes to the ING Document Centre services. ING shall endeavour to limit the duration of any such interruptions and to inform the Clients of their duration.

Without prejudice to any additional damages, ING also reserves the right to prohibit, at any time and without prior notice, access by the Client to all or part of the ING Document Centre services for the following reasons: breach of these General Terms and Conditions, use of the ING Document Centre services for illegal or immoral purposes or an attack on the integrity, security or reputation of the ING Document Centre services.

#### Article 9. Means of use of the ING Document Centre services

The ING Document Centre services are digital services available as part of ING's Home'Bank/Business'Bank or Telelink Online (in Telelink@Isabel) services through the electronic transmission of data between ING and the Client. They are provided by ING via its computer systems (in particular its software, servers and network) and are intended for Clients with a compatible computer system in accordance with the general terms and conditions of ING's Home'Bank/Business'Bank or Telelink@Isabel services (hereafter "the computer system" in these General Terms and Conditions) which enables use of ING's computer systems for the purpose of using the ING Document Centre services.

Users shall ensure that their computer systems comply with the specifications set out in the general terms and conditions of ING's Home'Bank/Business'Bank or Telelink@Isabel services and, more specifically, in the Technical Documentation on the use of these ING services.

Each Party is solely liable for obtaining, installing, maintaining and using its own computer (including web browser, operating system, Adobe Acrobat reader software) and telecommunications (including connections) equipment which enables use of the ING Document Centre services, in particular the downloading of electronic Financial Documents or the transmission of such Financial Documents by e-mail, and accepts all liability for any costs directly or indirectly related thereto (including the cost of communications).

Access to and use of the ING Document Centre services also requires the use of security measures for ING's Home'Bank/Business'Bank or Telelink@Isabel

services, in accordance with the general terms and conditions for these services.

#### Article 10. Liabilities of the Parties

The Client and its User choose, with full knowledge of the facts, the technical methods and procedures to ensure the transmission of Financial Documents by ING as part of these General Terms and Conditions.

The Client and its User are aware of, and/or have been informed, and accept the risks inherent in the communication of information (by downloading or by e-mail or post, etc.), as part of the ING Document Centre services, via a public communications network such as the internet, in particular in relation to identifying the senders of e-mails, the integrity and availability of such e-mails as well as the confidentiality of the communication (e.g. transmission to an incorrect recipient or incorrect or mistaken transmission of information due to a failure in electronic communications networks, as a result of a third party or an event beyond ING's control, hacking, transmission of viruses or other malicious programs ("spyware", etc.), delayed transmission, hacking, etc.).

With regard in particular to the aforementioned risks, most notably the misuse and falsification of electronic documents (including e-mails), the Client and its User are aware of, and/or have been informed, and accept the risks of complaints by third parties (the authorities, etc.) or ING with regard to the Financial Documents made available or communicated by ING. ING is unable and does not guarantee that such Financial Documents made available or communicated by ING can be relied upon as proof against third parties or ING. In case of doubt, the Client or its User is asked to request written confirmation from ING.

The Client and its User agree that choosing the electronic transmission of Financial Documents in the electronic format specified in Article 3 of these General Terms and Conditions, whether via download or via e-mail or post, offers satisfactory security and is in keeping with its requirements and expectations as well as the state of technology. They consequently waive any right to contest such a choice and therefore discharge ING from any and all liability arising therefrom, except in case of gross negligence or intentional wrongdoing on the part of ING.

ING undertakes to take reasonable steps to communicate the Financial Documents to the Client or its User by e-mail or post or to enable the

downloading of the Financial Documents by the Client or its User. However, ING shall only be bound by a best efforts obligation in this regard.

Except in case of gross negligence or intentional wrongdoing on the part of ING, the latter may not be held liable for the harmful consequences resulting from a failed transmission (via download or e-mail or post) or defective Financial Documents (in particular resulting from improper, incorrect or delayed transmission via internet).

Except in case of intentional wrongdoing on its part ING is not, moreover, liable for any indirect loss, in particular, but not limited to, any loss of data, loss of earnings, loss of profit, loss of opportunity or expected savings, the cost of obtaining an equivalent service or product or any damage to reputation.

ING may not be held liable for any delay or hindrance to the transmission of Financial Documents due to circumstances beyond its control, acts by any third parties on which the Parties must rely for such transmission (e.g. the operator of a public telecommunications network) or as a result of force majeure events.

ING may not be held liable where the Financial Documents transmitted to the Client or its User are received, opened or disclosed to someone other than the recipient, nor for any use made by such person of the Financial Documents.

The Client and its User each undertake, at their own expense, to take all precautionary measures required for the protection of their computer systems (including e-mail) and their Financial Documents once downloaded or received by e-mail or post (protection with regularly changed passwords, virus and malware protection, internal guidelines relating to protection, protection with firewalls, meticulous verification of e-mail or postal senders, etc.) and remain solely liable.

The Client and its User are also solely liable for any consequences arising from failure to respect security measures by itself, its Users, personnel, employees or any third parties, except in case of gross negligence or intentional wrongdoing on the part of ING.

The Client undertakes to inform any Users authorised by it to download or receive by e-mail or post Financial Documents, of the obligations by which they are bound under these General Terms and Conditions, in particular those relating to the terms of use of ING's electronic services and the security

measures used for these services. The Client is responsible for ensuring compliance by the aforementioned Users with these obligations and, more specifically, for proper use of the ING Document Centre services and for protection of the confidentiality of the security measures for the services.

#### Article 11. Proof of communication of Financial Documents

Unless otherwise established, proper transmission of Financial Documents and their receipt by the Client or its User shall be proven by ING by means of the reproduction on paper, microfilm, microfiche, CD-ROM or on any other reliable medium, of its log files containing the content of Financial Documents and e-mails as transmitted by it.

ING is not required to retain e-mails exchanged with the Client or its User, in the format in which they were originally transmitted or received, beyond a period of twelve months.

#### Article 12. Property and intellectual property rights

ING retains all property rights and intellectual property rights over the ING Document Centre services and over all constituent elements, in particular, but not limited to, texts, illustrations, layout and computer programs.

The Client benefits from a non-exclusive licence to use the ING Document Centre services. However, no property rights or other intellectual property rights are transferred to the Client. This licence solely confers the Client with the right to access and consult the content of the ING Document Centre services and to use, in a normal manner, the services offered, solely for its personal needs.

Any extraction and/or reuse of all or a qualitatively or quantitatively substantial part, in any form whatsoever and by any means whatsoever, of the content of the ING Document Centre services is strictly prohibited without prior, written authorisation from ING. Similarly, repeated, systematic extraction and/or reuse of non-substantial parts of the content of the ING Document Centre services, in any form and by any means whatsoever, is only permitted as part of the normal use of the ING Document Centre services and may not cause undue harm to ING's legitimate interests.

The trademarks, designations and logos, whether or not registered, present on the ING Document Centre services are the exclusive property of ING or other companies and may not be reproduced. The Client may not, in particular, use them as meta-tags on

other websites.

#### Article 13. Charges for use of ING Document Centre services

Any charges applicable for subscription and membership of ING Document Centre services are indicated in the lists of charges applied to the main banking operations published by ING and are available from, among others, any ING branch and via the Phone'Bank/Home'Bank/Business'Bank information services. They are also communicated to the Client or its User before subscribing or becoming a member of ING Document Centre services.

Such charges may stipulate, for subscription or membership of ING Document Centre services, the payment of annual fees. As such fees become due and are applied from the time of subscription or membership of the ING Document Centre services by the Client or in the name or on behalf of the Client and, then, on each anniversary date of subscription or membership.

Any charges for ING Document Centre services are separate from any charges for Home'Bank/Business'Bank services.

The charges applicable for use of the ING Document Centre services and, more specifically, for requesting a Financial Document, are indicated in ING's Home'Bank/Business'Bank and Telelink@Isabel services and are communicated to the Client or its User prior to the confirmation of any request for a Financial Document as part of ING Document Centre services.

Such lists of charges are only valid as from the date they are published.

They do not constitute a binding offer on the part of ING, unless they are communicated to the User in a subscription or membership form.

The Client authorises ING to automatically debit the aforementioned annual fees for ING Document Centre services, as well as any applicable fees, from the reference account indicated in the Home'Bank/Business'Bank or Telelink@Isabel Agreement, in accordance with the charges in force, for any request for a Financial Document as part of the ING Document Centre services.

#### Article 14. Protection of privacy

Any data communicated as part of the ING Document Centre services is processed by ING Belgium S.A./nv, avenue Marnix 24, 1000 Brussels, for the following purposes: accounts and payments, asset management (investments), centralising customer management, marketing of banking,

leasing and insurance services (unless the private individual concerned has objected on request, free of charge, to direct marketing), global overview of clients, monitoring the regularity of transactions and preventing irregularities.

Furthermore such data shall be communicated to the other companies of the group ING in the European Union exercising banking, insurance or financial activities (list available on request) for the purpose of centralising customer management, marketing (unless the relevant person objects, upon request and free of charge, to direct marketing), a global overview of the Client, as well as providing services (where appropriate) and controlling the regularity of transactions (including the prevention of irregularities). Any private individual may consult the data relating to them and have it corrected.

For further information, the Client or User may consult Article 6 (Protection of Privacy) of the General Regulations, Article 11 (Protection of Privacy) of the general terms and conditions for ING's Home'Bank/Business'Bank services and Article 11 (Protection of Privacy) of the general terms and conditions for ING's Telelink@Isabel services.

#### Article 15. Amendments to the general terms and conditions and charges for ING Document Centre services

ING reserves the right to amend, at any time, these General Terms and Conditions and the charges relating to the use of ING Document Centre services in accordance with ING's General Regulations.

#### Article 16. Duration and termination of ING Document Centre services

Subscription or membership of the ING Document Centre services by, or in the name and on behalf of, the Client takes effect on the date of the subscription or membership and is valid for an indefinite period.

Either the User, Client or ING may terminate access by the Client and/or its User to the ING Document Centre services at any time, at no cost and without justification.

Nevertheless, as the ING Document Centre services are an integral part of ING's Home'Bank/Business'Bank or Telelink@Isabel services, termination of the ING Document Centre services is only possible where ING's Home'Bank/Business'Bank or Telelink@Isabel services are terminated. In this way, notwithstanding the provisions of these Regulations, the User, the Client or ING may only terminate the ING Document Centre services under

the same conditions and using the same methods as those set down for termination of the Home'Bank/Business'Bank or Telelink@Isabel Agreement in the general terms and conditions for ING's Home'Bank/Business'Bank or Telelink@Isabel services.

ING may also, at any time, at no cost and without justification, cease making certain Financial Documents available via the ING Document Centre services, subject to at least fifteen calendar days' advance notice, sent to the Client via a dated notice included with the Client's account statements, by letter or by another durable medium, with the notice period beginning from the date of sending of the notification to the Client.

Furthermore ING may, at any time and without notice, terminate subscription or membership of the ING Document Centre services or suspend all or part of the services where the User or Client is in serious breach of its obligations towards ING or is deemed to be insolvent or has been declared bankrupt or been put into liquidation or is the subject of a similar procedure, without prejudice to any additional damages.

The closing of any accounts with ING or the termination of any Home'Bank/Business'Bank Agreements linked to ING Document Centre services automatically terminates use of the ING Document Centre services for the accounts and Home'Bank/Business'Bank Agreements in question. Where all accounts with ING linked to ING Document Centre services are closed or where all Home'Bank/Business'Bank Agreements linked to ING Document Centre services are terminated, subscription or membership of the ING Document Centre services automatically comes to an end.

Except in case of force majeure or a serious breach by the User or Client of its obligations towards ING, termination of ING Document Centre services or the removal of Financial Documents made available via the ING Document Centre services by ING, in accordance with this Article, shall in no way impact the right of the User or Client to seek compensation for any proven prejudice resulting from any such termination. Similarly, the User or the Client can invoke this right if the subscription or membership is terminated by him/her due to ING changing the contractual framework unilaterally in accordance with Article 15 or due to serious or deliberate error on the part of ING, as substantiated by him/her.

Where the subscription or membership of ING Document Centre services is terminated by ING as a

result of a serious breach by the User or Client of its obligations towards ING or where the subscription or membership of ING Document Centre services is terminated by the User or Client, ING shall not be required to refund, in whole or in part, any annual fee applicable in accordance with Article 13 of the General Terms and Conditions.

#### Article 17. Applicable rules and competent authorities

These General Terms and Conditions are governed by Belgian law

The provisions of these General Terms and Conditions apply without prejudice to any applicable binding or public policy statutory or regulatory provisions.

The invalidity of any provision of these General Terms and Conditions shall not affect the validity, scope and binding nature of the remaining provisions.

The courts and tribunals of the judicial district of Brussels shall have sole jurisdiction in the event of any dispute in relation to the ING Document Centre services, except in cases where the competent courts are designated by binding or public order statutory or regulatory provisions (in particular where the Client is a consumer).

## Appendix 4: General terms and Conditions of the ING Access Card

### Article 1 - Terminology used in the General Terms and Conditions

The following terms are used in the provisions below:

- **"The card"**: refers to the ING Access Card in all the Articles relating to the electronic functions linked to such card.
- **"The Bank"**: designates ING (Belgium) S.A., Avenue Marnix 24, 1000 Brussels - Brussels RPM/RPR - VAT BE 0403.200.393. BIC (SWIFT): BBRUBEBB - IBAN Account: BE45 3109 1560 2789, [www.ing.be](http://www.ing.be), insurance broker registered with the FSMA under number 12381A, card issuer and manager of transactions carried out over the ING network.
- **"The insurers"**: the insurance companies for which ING acts as an intermediary. An up-to-date list of the insurers can be obtained upon request to ING.
- **"Worldline"**: designates Worldline S.A. (Banksys) - 1442, Chaussée de Haecht, 1130 Brussels, management company of transactions made over the Bancontact/Mister Cash network as well as, Maestro and Proton transactions.
- **"MasterCard Europe" and "Maestro"** designate MasterCard Europe SPRL, Chaussée de Tervueren 198A, 1410 Waterloo which manages the network of cash dispensers and terminals which make up the MasterCard network.
- **"Bancontact/Mister Cash"**: designates Bancontact/Mister Cash S.A., Rue d'Arlon 82, 1040 Brussels which manages the network of cash dispensers and terminals which make up the Bancontact/Mister Cash network.
- **"Account holder"**: designates the private individual(s) or legal entity(ies) who is/are the holder(s) of the account(s) to which the card is linked.
- **"Card Holder"**: designates the private individual in whose name the Bank issues the card.
- **"Order"**: any instruction requesting the execution of a banking, financial or insurance transaction and/or any request for the conclusion (subject to approval by the Bank or by an insurer and to mutual agreement), or any acceptance of a contract for banking, financial or insurance

products or services.

- **"Transaction"**: any transaction, whether a payment transaction, a financial instrument transaction or any other banking, financial or insurance transaction, or even any banking, financial or insurance product or service contract which can be the subject of an Instruction.
- **"Payment Transaction"**: the action consisting in depositing, transferring or withdrawing funds irrespective of any obligations between the parties involved in the transaction underlying the Payment Transaction.
- **"Consumer"**: the private individual who, for the purpose of using the payment service, acts with a goal other than their commercial or professional activity.
- **"Durable Medium"**: any instrument allowing the card holder or the account holder to store information which is sent to him/her personally to enable them to refer to it subsequently for a period of time in keeping with the purposes for which the information is intended and which allows identical reproduction of the information stored, such as CD-ROMs, DVD-ROMs, hard disks on personal computers on which e-mail can be stored, etc.

### Article 2 – Legal framework applicable

Unless otherwise indicated in these General Terms and Conditions, the provisions of the General Regulations of the Bank (in particular its annex including the General Terms and Conditions of the Phone'Bank/ Home'Bank/Business'Bank/Smart Banking/Extrabranche Mobility services) and the Special Regulations for Payment Transactions, as well as, where appropriate, the regulations of regulated ING savings account(s) concerned, or where appropriate, the general terms and conditions for the insurance policy concerned of the insurer concerned apply to the card.

### Article 3 – Card applications – Delivery of cards and PINs

#### 3.1. Card applications are made by the card holder.

The Bank reserves the right to refuse to issue a card without having to explain its decision.

The card is issued either to a person who has a product or service offered and/or provided by the



Bank or by its intermediary (in particular an insurance product) or to a person who only has power of attorney for (an) account(s) opened with the Bank. In the case of the issuing of the card to the proxy for an account, the latter however is authorised to use it in the name and on behalf of the holder of the account concerned or on his/her own behalf in the context of personal use not relating to the above-mentioned account.

The card issued is automatically linked to all the accounts for which the card holder is either the holder or the proxy.

The signing of the application to grant the card and services which can be linked to it implies acceptance of these General Terms and Conditions as well as, provided the card holder is the holder of or proxy for an account held with the Bank, the General Regulations of the Bank, the Special Regulations for Payment Transactions and, where appropriate, the regulations of the regulated ING savings account(s) concerned.

**3.2.** The card is posted to the card holder or held for collection from an ING branch.

The existence of special instructions about the keeping and/or sending of mail does not prevent the posting of the card and/or any means which allows its use.

When the card is posted, the holder has 30 days from the notification by letter or by text message of the posting of the card to report its non-receipt by contacting the ING Contact Centre.

When a card is made available at a branch of the Bank, the card holder can, either at the time of the card application, or when ING notifies the availability of the card at the branch, request that the card be sent to the address he/she shall have indicated, either in Belgium or abroad. However the Bank reserves the right to refuse to dispatch the card and to keep it for collection from its branches. The Bank can only respond to a request to dispatch a card from the Card Holder if it is accompanied by the appropriate form, duly completed and signed by the Card Holder. The Bank shall send the card by registered delivery with acknowledgement of receipt at the Card Holder's request. The costs of dispatching the card are borne by its Holder.

The Bank accepts responsibility for dispatching the card and/or any means (PIN number, etc.) which allow its use.

Once the card and/or means allowing its use have

been delivered, the card holder is responsible for it, in accordance with Article 9.1 of these General Terms and Conditions.

The proof of the dispatch and of the receipt of the card and/or of the means which allow its use falls on ING. The card holder has the right to prove the contrary through any legal channel.

**3.3.** After receiving the card, the card holder:

- Shall either receive a PIN by SMS, having requested this in accordance with the procedure set out for him/her by ING in the letter sent with his/her card
- Shall either receive at his/her home a sealed envelope inside which the PIN with which the card can be used is printed
- Or can make up his/her own PIN, at the branch when the card is delivered.

Such PINs are strictly personal and may not be communicated to anyone. A PIN can only be used with the card to which it is linked.

The card holder can change his/her PIN at certain Bancontact/Mister Cash dispensers in Belgium and at SelfBank terminals. When the card holder changes his/her PIN, he/she takes care to abide by the Cautionary Advice annexed to these General Terms and Conditions. If the holder forgets his/her PIN, a new PIN can be compiled. Such new PIN shall be sent to the card holder's home address.

**3.4.** The card remains the property of the Bank.

**Article 4 – Functions of the card and services linked to the card**

**4.1.** Services which require a PIN

**A. Everyday transactions at ING branches:** with their card and PIN, card holders can carry out, at any ING branch in Belgium, any everyday banking transaction, in all the accounts, including ING savings accounts, for which he/she is the holder or proxy. However, such transactions are limited to the funds available on the account firstly, and to an amount per transaction set by mutual agreement between the card holder and the Bank secondly. The card holder can also conclude contracts for banking, financial or insurance products or services offered at any ING branch, both in the name and on behalf of the account holder, in accordance with his/her power of attorney, and in his/her name and on his/her own behalf.

Transactions made from ING regulated savings

account(s) are however limited to withdrawals and transfers to current account(s) held with the Bank in the name of the same holder as the ING savings account(s) or to any other regulated savings account(s) opened with ING in the name of the same holder as the ING regulated savings account(s), of his/her spouse or a second-degree relative, domiciled at the same address as the holder.

In addition to the provisions of these General Terms and Conditions, the special rules applicable to payment transactions carried out at ING branches are stipulated in the General Regulations and in the Special Regulations for Payment Transactions as well as, where appropriate, in the regulations of the ING regulated savings account(s) concerned. In addition to the provisions of these General Terms and Conditions, the special rules applicable to transactions relating to insurance products carried out in ING branches are set out in the general terms and conditions of the insurance product concerned of the insurer concerned.

**B. Transactions carried out via the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility services:** with his/her card and his/her PIN, the card holder can access the Bank's Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility services to carry out any transaction which is offered there, including concluding contracts in the name and on behalf of the account holder as well as in his/her name and on his/her own behalf.

In addition to the provisions of these General Terms and Conditions, the special rules applicable to payment transactions carried out via the Phone'Bank/ Home'Bank/ Business'Bank/ Smart Banking/ Extrabranh Mobility services are set out in the General Regulations (in particular its annex including the General conditions of the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility services) and in the Special Payment Transaction Regulations, as well as, where appropriate, in the regulations of the ING regulated savings account(s) concerned. In addition to these General Terms and Conditions, the special rules applicable to transactions relating to insurance products carried out via the Phone'Bank/Home'Bank/Business'Bank/Smart Banking/Extrabranh Mobility services are set out in the general conditions for the insurance policy concerned of the insurer concerned.

**4.2.** Even if the card bears the Maestro and Bancontact/ Mister Cash logo, transactions carried

out on the Maestro or Bancontact/Mister Cash network, in particular payment or cash withdrawal transactions via Maestro and Bancontact/Mister Cash dispensers or terminals, are not available.

#### Article 6 – Consent form – Proof of electronic transactions – Irrevocability of orders

**6.1.** Consent to carry out transactions made by means of the card is given through the electronic signature.

**6.2.** The entering of the 4-digit PIN in the appropriate terminal, plus where appropriate the validation required by the said terminal, is equivalent to the card holder's electronic signature.

The account holder acknowledges that the file resulting from the use of the card holder's signature means constitutes the latter's electronic signature provided it was validated by ING's computer systems and recognised by the latter as having been made by the card holder and the signature means provided by ING are valid and have not been revoked or expired.

For all transactions, the account holder accepts that the electronic signature of the card holder – validated by ING's computer systems and recognised as originating from the card holder – meets the conditions for identifying the card holder and content integrity relating to a signature within the meaning of Article 1322, paragraph 2, of the Civil Code and that a transaction bearing such an electronic signature has the same probative value as a written transaction signed by hand by the card holder and binds the card holder as such.

The card holder accepts that, provided the card holder's electronic signature is validated by ING's computer systems and recognised as originating from the card holder, all transactions bearing the card holder's electronic signature and received by ING through the channel of electronic services constitute valid and sufficient proof of his/her consent to the existence and contents of the relevant transaction, as well as conformance between the contents of the transaction as transmitted by the card holder and the contents of the transaction as received by ING.

The above provisions of this Article do not prejudice the right of the account holder and/or the card holder to provide proof to the contrary by any legal means, nor the other provisions of these General Terms and Conditions, in particular Article 9.4, 9° (regarding the burden of proof if disputing a Payment Transaction). Similarly, they do not prejudice the

authority of the card holder's proxy or any specific limits on such authority in the "Management Powers" or "Management Mandate" documents of the account holder or amendments made subsequently to such powers and limits.

**6.3.** The card holder may not revoke a payment order after the ING has (have) received it or, in the case of a payment transaction initiated by or through the payee (e.g. the retailer), after the payment order has been transmitted or consent to the execution of the payment order has been given to the payee, in accordance with the provisions of Articles 6.1 and 6.2.

This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a payee).

#### Article 7 – Charges for services

**7.1.** The card is free. However one single card shall be delivered per person.

**7.2.** The use of the card *at the counters* of ING branches and ING electronic terminals as well as via the Phone'Bank/ Home'Bank/ Business'Bank/Smart Banking/ Extrabranche Mobility services may be subject to a fee (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets).

**7.3.** The account holder authorises the Bank to automatically debit the ING current account to which the transaction is linked with all the charges applicable in accordance with the current list of charges.

**7.4.** The applicable charges can be amended by the Bank according to the terms indicated in Article 12.

#### Article 8 – Terms, communication and information content frequency

**8.1.** At any time in the contractual relationship, the card holder and/or the account holder is entitled to obtain the contractual terms applicable to the services linked to the card in paper form or on another Durable Medium (such as CD- or DVD-Rom, etc.).

Furthermore they are available on the website [www.ing.be](http://www.ing.be).

**8.2.** With a view to enabling the card holder and/or the account holder to reasonably monitor the state of spending made by means of the card and, where appropriate, notification as stipulated in Article 9.1, 1°

(notification of unauthorised transactions, errors or irregularities) information about the payment transactions made by means of the card is provided to the card holder and/or account holder according to the terms and frequency agreed between the parties, at least once a month.

Such information relates to:

- Elements which allow the card holder and/or the account holder to identify each payment transaction made by means of the card and, where appropriate, information on the beneficiary of the transaction
- The amount of the payment transaction expressed in the currency in which the current account to which the card is linked is debited or in the currency used in the payment instruction
- The amount of the total costs applied to the Payment Transaction and, where appropriate, their breakdown
- Where appropriate, the exchange rate applied to the Payment Transaction and the amount of the Payment Transaction after such currency conversion
- The value date of the debit.

The information shall be communicated through account statements or through any other method agreed between the parties, allowing the information to be stored and reproduced identically.

#### Article 9 – Respective obligations and liabilities of the Bank, the card holder, the account holder

**9.1.** The **card holder** undertakes to:

1° Comply with the Cautionary Advice which is annexed to these General Terms and Conditions and which is an integral part hereof.

2° Use the card in accordance with the conditions in force at the time of its use;

3° Take reasonable measures to protect the confidentiality of the PIN and not disclose it to third parties. In particular, the PIN may not be noted in any easily recognisable form, notably on the card or an item or document kept or carried by the card holder. Non-observance of this rule constitutes gross negligence, without prejudice to the assessment of courts and tribunals.

4° With a view to preventing misuse by a third party, keep the card safe and, for instance, not to leave it in a car or a public place, except, in the latter case, if it is in a locked cupboard or drawer. A public place means any place to which many people have access,

without necessarily being a place open to the public;

5° Sign the back of the card in indelible ink on the space for that purpose upon receipt of the card and, where appropriate, to destroy the old card it replaces;

6° When aware of the loss, theft, misappropriation or any unauthorised use of the card and /or the means allowing its use (such as the PIN), immediately notify the Bank (during the branch's opening hours) or Card Stop by telephone (7 days a week, 24 hours a day on 070/344 344 or 32 70 344 344 when calling from abroad).

**The call to Card Stop or the ING Help Desk shall be recorded by an automated system. The data recorded in this way has probative value in the event of a dispute and is saved in accordance with Article 14 (protection of privacy), without prejudice to Articles VI.83 and VII.2, § 4 of the Code of Economic Law.**

Within the meaning of these General Terms and Conditions, "loss" or "theft" means any involuntary dispossession of the Card. "Misappropriation" or "any unauthorised use" means any unlawful or unauthorised use of the Card and/or the means which allow its use, even when the Card is still in the Card Holder's possession.

7° Report the theft, loss, misappropriation or unauthorised use of the card and/or the means which allow use of the card insofar as possible within 24 hours to the local official authorities, whether Belgian or foreign. The card holder must provide the Bank or Worldline, at their request, with the proof, as well as the references of the complaint or the report. The card holder undertakes to communicate all information necessary for the investigation to the Bank or Worldline. However, failure to comply with the obligations of this Article 9.1, 7° is not considered, as such, as a gross negligence.

8° Not revoke a payment order after the Bank has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after having transmitted the payment instruction or consented to the execution of the transaction to the beneficiary, in accordance with Article 6.1. This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a payee).

**9.2.** The **account holder** has the following obligations:

1° He/she must notify the Bank of any unauthorised transaction recorded on his/her account statements, as well as any error or irregularity on the said statements. Such notification must be confirmed in writing.

Once the information relating to the disputed transaction has been made available to him/her, an account holder who becomes aware of an unauthorised transaction or incorrectly executed transaction giving rise to a claim, shall obtain rectification from the Bank only if he/she notifies the Bank of such transaction without undue delay and no later than thirteen months after the debit date, unless, where appropriate, the Bank has not made available the information relating to such transaction available to the account holder according to the agreed manner. If the notification has not been made in writing, the written confirmation stipulated in the first paragraph of this Article can be made by the account holder after the expiry of the periods mentioned.

Where the account holder is not a consumer within the meaning of Article 1, the above-mentioned period of thirteen months from the debit date of the transaction is reduced to two months.

2° He/she shall be liable, up to a maximum of 150 euros, for the losses linked to any unauthorised payment transaction following the use of the lost, stolen or misappropriated card, until the notification mentioned in Article 9.1, 6°, first paragraph has been given;

3° He/she shall bear all losses caused by unauthorised payment transactions until the notification referred to in Article 9.1, 6°, first paragraph has been given, if such losses stem from the fact the card holder and/or the account holder has, deliberately or following gross negligence, not met one or several obligations incumbent upon him/her pursuant to the provisions of this article. In that case, the ceiling of 150 euros mentioned in the above point 2° does not apply.

In particular, gross negligence is considered to be non-observance of the provisions stipulated in Articles 9.1, 2° (keeping the PIN secret) and 9.1, 4°, first paragraph (immediately notifying the Bank or Card Stop of the loss, theft, misappropriation or any unauthorised use of the card and/or the means allowing its use) without prejudice to the

competence of courts and tribunals to decide in final instance.

Furthermore the Bank wishes to draw the holder's attention to the fact that other actions or behaviour, whether or not they result from non-observance by the Card Holder and/or holder of his/her obligations under these General Conditions, could be qualified as gross negligence, according to all the circumstances under which they occurred or happened, as decided, where appropriate, by the courts and tribunals in the final instance.

4° notwithstanding the provisions of the above points 2° and 3°, the account holder shall not suffer any loss in the following cases:

- 1) If the card was used without being physically presented or electronically identified; the mere use of a PIN or other similar proof of identity is not sufficient to implicate the liability of the card holder and/or the account holder;
- 2) If the Card was copied by a third party or improperly used, provided the Card Holder was, at the time of the disputed Payment Transaction, in possession of the card. This provision covers cases of forgery where the Card's data is hacked, skimmed, etc.

These derogations do not however apply if it is established that the card holder and/or the account holder acted fraudulently or deliberately.

5° If the card holder and/or the account holder acted fraudulently, the account holder bears all losses resulting from unauthorised payment transactions both before and after the notification mentioned in Article 9.1., 6° first paragraph was given (notwithstanding the Bank's obligation to take all necessary measures to prevent the use of the card).

6° The account holder may not revoke a payment order after the Bank has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after having transmitted the payment instruction or consented to the execution of the transaction to the beneficiary, in accordance with Article 6.1. This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a payee).

Furthermore, all contractual provisions agreed with the Bank for such transactions also apply and, in particular, those relating to the funding of orders giving rise to a debit, and those relating to possible

debit balances on the accounts used.

**9.3.** The **Bank** has the following obligations:

1° To ensure the availability, at all times, of the appropriate means to enable the card holder to give the notification mentioned in Article 9.1, 6° first paragraph;

2° To take all necessary measures to prevent any use of the card as soon as it (or Card Stop) is notified of the loss, theft, misappropriation or any unauthorised use of the card and/or the means which allow its use.

3° To provide, upon request, the card holder and/or account holder, within eighteen months from the notification mentioned in Article 9.1, 6°, first paragraph, proof that the card holder duly gave such notification;

4° To ensure that the personalised security mechanisms linked to the card are not accessible to third parties who are not authorised to use it, without prejudice to the obligations of the card holder mentioned in Article 9.1;

5° Except in the case of fraud, gross negligence or deliberate breach on the part of the card holder and/or the account holder of one or more obligations incumbent upon them pursuant to Articles 9.1 and 9.3, to cover, above the amount of 150 euros to be borne by the account holder, the losses linked to unauthorised transactions carried out before the notification mentioned in Article 9.1, 6°, first paragraph;

6° Except in the case of fraud by the card holder and/or the account holder, to cover the losses linked to unauthorised payment transactions carried out after the notification mentioned in Article 9.1, 6°, first paragraph;

7° Except in the case of fraud by the card holder and/or the account holder, to bear the consequences stemming from the use of the card by an unauthorised third party in the event of non-observance of one of the obligations stipulated in points 1°, 3° and 4° of this Article 9.3;

8° Unless it is established that the card holder and/or the account holder acted fraudulently or deliberately, to bear the losses resulting from unauthorised transactions carried out in the following cases:

- 1) If the card was used without being physically

presented or electronically identified; the mere use of a PIN or other similar proof of identity is not sufficient to implicate the liability of the card holder and/or the account holder

- 2) If the Card was copied by a third party or improperly used, provided the Card Holder was, at the time of the disputed Payment Transaction, in possession of the card. This provision covers cases of forgery where the Card's data is hacked, skimmed, etc.

9° When, in accordance with the provisions of Article 9.2, 1°, the account holder disputes that a payment transaction was authorised or alleges that a payment transaction was not correctly executed, it undertakes to show, through a copy of its internal recordings or by means of any other relevant element according to the circumstances, that the transaction was duly recorded and booked and that it was not affected by a technical or other deficiency.

Transactions carried out by means of the Card are automatically recorded in a log or electronic medium. The Bank, the card holder and the account holder recognise the probative force of the log in which the data relating to all transactions at terminals and/or the electronic medium which may replace or supplement it.

For each transaction at a terminal for which a printed document with the details of the Transaction can be delivered, such document has value of proof.

The above provisions do not prejudice the right of the card holder and/or the account holder to provide proof to the contrary through any legal channel, or the imperative or public order legal provisions which may lay down special rules with regard to proof of electronic transactions carried out by means of the card.

10° The amount of the Bank's intervention in the event of a transaction not executed, poorly executed or unauthorised is set as follows:

- a) In the event of non-execution or incorrect execution of a payment transaction made by means of the card, the Bank shall refund, where appropriate and without delay, the account holder with the amount of the payment transaction not executed or badly executed and restore the account debited to the state it would have been in if the faulty payment transaction had not occurred.

The Bank shall also be liable for any charges and interest possibly borne by the account holder due to the non-execution or incorrect execution of the

payment transaction, provided such charges and interest are justified by probative documents.

The card holder shall only obtain rectification of a Transaction not executed or badly executed if he/she notified their claim in due time, in accordance with the provisions of Article 9.2, 1°.

b) In the case of an unauthorised payment transaction, the Bank shall refund the account holder without delay with the amount of the unauthorised transaction, plus interest where appropriate, and restore the account debited to the state it would have been in if the unauthorised payment transaction had not occurred. This provision is without prejudice to the obligations and liabilities of the card holder and the account holder as stipulated in Articles 9.1 and 9.2.

c) Similarly in the cases mentioned in point 8° of this Article (remote use of the card, forgery of the card, hacking or skimming of the card) and except if the card holder and/or account holder acted fraudulently or deliberately, to refund the account holder immediately with the amount required to restore the account debited to the state it was in before the forged card was used or the data skimmed or hacked within the meaning of this provision.

d) In addition to the amounts mentioned in the above paragraphs, the Bank must also repay the account holder for any other financial consequences, such as the amount of the costs borne by the account holder to determine the indemnifiable compensation, provided the amounts claimed in this regard are justified by probative documents.

Notwithstanding the above provisions, the Bank shall not be held liable in the event of force majeure or where the Bank is bound by other legal obligations stipulated by domestic or European Union legislations.

Furthermore, when the account holder is not a consumer as described in Article 1, the liability of the Bank in the event of non-execution or incorrect execution of a transaction is only incurred in the event of serious misconduct or deliberate transgression on the part of its departments. In this case, the liability of the Bank is in all circumstances limited to the amount of the direct damages established by the account holder, to the exclusion of any indirect damage, in particular but without limitation, loss of earnings, opportunity, customers and harm to reputation.

11° The Bank shall refrain from sending a Card to the

Client unless he/she has made a prior request, except in the case of renewal or replacement of an existing card.

12° It shall keep an internal register of Payment Transactions for a period of at least five years from the execution of the transactions, without prejudice to other legal provisions with regard to the provision of supporting documents.

13° Whatever the case it accepts liability for any serious or deliberate error on the part of its departments.

#### Article 10 – Refunding of authorised payment transactions initiated by or through the beneficiary

**10.1.** The account holder is entitled to the refunding of an authorised payment transaction, initiated by or through the beneficiary and which has already been executed, provided the following concurrent conditions are met:

1° The authorisation given for such payment transaction did not indicate the exact amount of the transaction when it was given;

and 2° the amount of the payment transaction exceeded the amount which the account holder could reasonably expect taking account of his/her past spending pattern, the conditions stipulated in the applicable contractual provisions and relevant circumstances of the matter. However, the account holder cannot invoke reasons linked to an exchange transaction if the agreed reference exchange rate was applied (see the “Charges applied to the main banking operations of private individuals” and the “Charges applied to the main banking operations of legal entities” leaflets).

At the request of the Bank the card holder and/or the account holder shall provide factual elements relating to such conditions.

If the refunding conditions are met, the refund shall correspond to the total amount of the Payment Transaction executed.

**10.2.** To obtain the refund mentioned in Article 10.1, the account holder must file his/her refund request, in writing, within eight weeks from the date on which the funds were debited.

Within a period of ten bank working days following receipt of the refund request, the Bank shall either refund the total amount of the payment transaction, or justify its refusal to refund. In the latter case, the

account holder is free to file a complaint with the bodies mentioned in Article 15 of these General Terms and Conditions.

**10.3.** Notwithstanding the above provisions, the account holder is not entitled to a refund when:

1° He/she consented to the execution of the Payment Transaction directly to the Bank;

and 2° the information relating to the future Payment Transaction was provided to him/her or made available in the manner agreed between the parties at least four weeks before the due date, by the Bank or by the payee.

**10.4.** The right to a refund stipulated in Articles 10.1 and 10.2 do not apply when the account holder is not a consumer within the meaning of Article 1 of these General Terms and Conditions.

#### Article 11 – The Bank's right to block or withdraw the card – Card restitution – Card renewal

**11.1.** The Bank reserves the right to block the use of the card or to withdraw it for objectively motivated reasons relating to the security of the card or if an unauthorised or fraudulent use of the card and/or the means which allow its use is suspected.

**11.2.** When the Bank exercises its right to block the use of the card or to withdraw it, it shall inform the card holder and/or the account holder by letter, through a message included in account statements or any other way it deems appropriate according to the circumstances and, if possible before the card is blocked, otherwise immediately after, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to another applicable legislation.

**11.3.** When the reasons justifying the blocking of the card no longer exist, the Bank will unblock or replace it.

**11.4.** The card holder undertakes to return the card to the Bank if it is blocked or if the account(s) to which the card is linked is/are closed and provided the card holder has no products or services offered and/or provided by the Bank or by its intermediary (in particular an insurance product), or in the case of any other justified request of the Bank.

**11.5.** The card is valid until the last day of the month and year indicated on it. Unless the card holder and/or the account holder notify the Bank otherwise three months before the expiry date indicated, or in the event the Bank notifies its refusal in accordance

with Article 13.3, a new card shall be delivered to the card holder before the end of the previous card's validity, and made available to him/her according to the terms mentioned in Article 3.2.

For security reasons, the Card Holder undertakes to sign the new card in indelible ink upon receipt of the new Card and to destroy the old one.

#### Art. 12 - Amendment of the General Terms and Conditions and Charges

**12.1.** Any amendments to these General Terms and Conditions and the applicable charges shall be agreed between the Bank, firstly, as well as the card holder and the account holder, secondly. For that purpose, the Bank shall inform the card holder and the account holder of the proposed amendments, by letter or on any durable medium, at least two months before the said amendments come into force.

If the card holder or the account holder does not agree with the proposed amendments, he/she has a period of two months from the communication of the amendments to terminate, immediately and free of charge, the use of the card. He/she can also claim a refund of the annual fee mentioned in Article 7 in proportion to the period left to run, from the month following that during which he/she terminated the use of the card.

If the card holder or the account holder does not exercise the right to terminate the use of the card within the two months following the above communication, he/she shall be deemed to have tacitly accepted the proposed amendments.

**12.2.** Notwithstanding Article 12.1, changes to exchange rates based on the reference exchange rate agreed between the parties (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets) can apply immediately and without prior notice.

The card holder and the account holder shall be informed as quickly as possible of any interest rate change by letter, message included with the account statements, display at ING branches or in any other way. Nonetheless, changes to interest rates or exchange rates which are more favourable to the customer can be applied without prior notice.

#### Article 13 - Duration and termination of the contract

**13.1.** The contract relating to the delivery and use of the Card is concluded for an indefinite period.

**13.2.** The card holder and/or account holder can terminate the contract relating to the delivery and use of the card free of charge and without any justification, and with immediate effect.

Termination must be submitted to the branch of the card holder and or the account holder.

**13.3.** The Bank can terminate the contract without any justification, subject to two months notice, to be sent by letter or on any other Durable Medium.

This provision does not prejudice any legal provisions of a public order requiring the Bank to terminate the contract and/or to take special measures in exceptional circumstances, nor does it prejudice Articles 11.1 (right to block the use of the card or to withdraw it for objectively motivated reasons) and 11.4 (restitution of the card or closing of the account(s) to which it is linked).

**13.4.** In the event of termination of the entire contract, the card must be cut in two returned to the Bank. The account holder shall bear the amount of payment transactions carried out by means of the card until it is returned to the Bank.

**13.5.** The period of notice mentioned in Article 13.3, paragraph 1, do not apply if the account holder is not a consumer, within the meaning of Article 1.

#### Article 14 - Protection of privacy

The personal information of the account holder or the card holder communicated:

- 1) At the time of the card application or receipt of the card
- 2) When the Card is used
- 3) when the loss or theft of the card and/or the disclosing of the PIN is reported
- 4) On the occasion of any amendment to the terms of use of the card and/or PIN
- 5) Or when this agreement is terminated

shall be processed by the Bank for the purpose of centralising customer management, account and payment management, granting and managing loans (where appropriate), brokerage (in particular of insurance), the marketing of banking, financial and insurance services, a global overview of the customer, controlling transactions and preventing irregularities.

It is not intended to be communicated to third parties other than those designated by the Client, companies whose intervention is necessary (in



particular, for payment transactions): Atos Worldline/EquensWorldline nv/SA, Swift SCRL/bvba, etc. for the purposes mentioned in the previous paragraph of this Article. This information shall thus be communicated to ATOS Worldline, as a sub-contractor of the Bank, to manage payment transactions in the name of and on behalf of the Bank.

The information can be communicated to the other companies of the banking, financial and/or insurance group ING established in a European Union member state (list available upon request) for the purposes of centralising customer management, marketing banking, financial and insurance services and a global overview of the customer.

The information can be transferred to a country which is not a European Union member state with or without an adequate level of personal data protection (e.g. the Swift SCRL/bvba stores payment data in the United States, which are subject to American law). However, the Bank only transfers data to a non-European Union member state without an adequate level of protection in the cases stipulated by the law of 8 December 1992 on the protection of privacy, for instance by providing for data protection through appropriate contractual provisions.

Private individuals may access this data and rectify the data relating to them. They may also object, upon request and free of charge, to the processing of the data relating to them by the Bank for the purposes of direct marketing and/or to the communication of such data to the other companies of the group ING in the European Union for the purposes of direct marketing.

For more information, the card holder and the account holder can consult Article 6 (Protection of Privacy) of the Bank's General Regulations.

#### Article 15 – Complaints – Legal and extra-legal recourse

**15.1.** Any complaint relating to the contract on the delivery and use of the card or transactions made by means of the card must be notified in writing to the ING branch of the account holder, or if not satisfied, or to the following address:

ING Complaint Management  
Cours Saint Michel, 60  
1040 Brussels  
Phone: 02/547.88 19  
Fax: 02/547.83.20 or 02/547.78.90

**15.2.** If the customer is a consumer and does not obtain satisfaction from the Bank, he/she may file a complaint, free of charge, with the Banks-Credit-Investment Mediation Service at the following address:

North Gate II, Boulevard du Roi Albert II, n°8, box 2,  
1000 Brussels [www.ombudsfm.be](http://www.ombudsfm.be)  
e-mail address: [Ombudsman@Ombudsfm.be](mailto:Ombudsman@Ombudsfm.be)

Clients can also contact the Direction Générale Contrôle et Médiation with the Public Fédéral Economie department, P.M.E., Classes Moyennes & Energie, at the following address:

WTC III, Boulevard Simon Bolivar, 30  
1000 Brussels  
Phone: 02277.5111  
Fax: 02277.5411  
e-mail address: [eco.inspec@economie.fgov.be](mailto:eco.inspec@economie.fgov.be)

Furthermore, this provision does not prejudice the Client's right to take legal action.

#### Article 16 – Applicable law and competent jurisdiction

**16.1.** All the rights and obligations of the card holder, the account holder, the user and the Bank are governed by Belgian law.

**16.2.** Art 16.2. Subject to mandatory or public order legal provisions laying down the rules for allocating competence, and in particular in case of dispute with Consumers, the Bank, whether it is the plaintiff or defendant, is authorised to take or have taken any dispute relating to these General Conditions, to the services associated with them and/or transactions carried out by means of the Card, before the courts and tribunals of Brussels or before those in the district where the 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..

#### Cautionary advice

**Pay with your card and PIN with the utmost safety.**

#### Your payment card: a useful and strictly person tool!

- As soon as you receive your card, sign it at the place provided for this, otherwise a thief may do it in your stead!
- Destroy cards which have expired. Similarly, destroy the old card when you receive a new one.
- Keep your card on you or in a safe place. Never leave it somewhere accessible by third parties, such as a gym, nor at work or in your car.

- Use your Card only for the purposes for which it is intended.

### **The PIN is secret!**

#### **Secrecy is as easy as pie!**

**Learn your PIN** by heart as soon as you receive it (by letter or text message) and immediately destroy the message it came with.

Change your PIN at a cash dispenser as soon as possible.

When you choose your new PIN, do not pick a combination which is too obvious (e.g., part of your date of birth, your town's postcode, the first four digits of your phone number, etc.).

Choosing the same PIN for all of your cards and access codes may seem more convenient, but it is clearly very risky.

- **Your PIN must remain secret: therefore never share it with anyone**, not even a family member or friend, and certainly not with anyone supposedly acting in good faith. Nobody has the right to ask you for your PIN, be it your Bank, the police or an insurance company.
- **Never write down your PIN**, not even in coded form, e.g., by disguising it as a fake telephone number.
- **Enter your PIN away from prying eyes**, whether at a cash dispenser or in a shop. Always make sure that nobody can see what you are doing, e.g., by shielding the keypad with one hand. Do not allow anyone to distract you. If you notice unusual circumstances, inform your bank branch immediately and, where appropriate, the retailer.
- If you have good reason to believe that your PIN is no longer confidential, change it immediately at an ATM. If you cannot change your PIN, contact your bank immediately.
- You should know that to enter the self-service area of a bank, you should never have to enter your PIN. If you are asked to enter your PIN, do not enter the SelfBank area and inform your bank immediately.

### **What to do in the event of loss, theft or any other incident?**

**Inform Card Stop at once** by calling **+32 70 344 344** (or the number provided by your Bank). This service can be reached 24 hours a day, 7 days a week, and shall block your card immediately. If you phone from abroad and do not have a touch-tone telephone, simply wait until the end of the menu. You shall then be put through to an operator.

Note down the identification number of your call as

assigned by Stop Card. You shall find it useful for subsequent actions. If your Card is lost or stolen, have the local police prepare a report within 24 hours and ask for a copy or its references in full. If your Card is swallowed by a terminal, have it blocked immediately via Card Stop on **+ 32 (0) 70 34 43 44**.

### **For more information**

Your bank is at your disposal for any further information regarding its products and services.

### **To pay with the utmost security:**

- Keep your card on you or in a safe place.
- Your PIN must remain a secret: never share it with anyone and do not write it down
- Choose a new PIN if you think a third party may have learned it.
- Immediately notify any irregularity noted on your bank account or credit card statements.
- In the event of loss, theft or any other incident, such as if your Card is swallowed by an ATM, you must immediately contact Card Stop on +32 (0) 70 34 43 44. Always keep the Card Stop number on you, for instance, on your mobile phone directory, or memorise it. If necessary, it appears on most terminals.

## Appendix 5: ING Privacy Protection Charter

### 1. Our privacy statement

ING Belgium cares about your privacy. Therefore we also want you to know clearly how your personal data is collected and used by us. 'We' are ING Belgium SA/NV, established at Avenue Marnix 24, 1000 Brussels.

The aim of this privacy statement is to explain to "you" – as a customer, potential customer, website visitor or just somebody in contact with us – in a simple way what kind of personal data we gather and how we process it.

This privacy statement is for both private individuals and legal entities.

### 2. Processing and using your personal data

By personal data we do not only mean data which directly identify you but also data which can indirectly identify you.

- **Direct identification** happens through personal data such as your name, address, national identification number, e-mail address, telephone number, etc.
- **Indirect identification** happens through information which can identify you if it is combined with other information. For example, your account number is not personal data per se. However it becomes personal data when it is linked to your name.

Using and processing personal data includes collection, recording, storage, use, consultation, modification, disclosure, distribution or destruction of your personal data.

#### 2.1 What personal data do we process?

The types of personal data we typically process include:

- **Identification data**, such as first name, surname, date and place of birth, ID number, e-mail address and even the IP address of your PC or mobile device when used.
- **Data related to transactions you perform via us**, such as bank account number, deposits, withdrawals and transfers related to your account.
- **Financial data** such as invoices, credit notes, pay-slips, payment behaviour, value of your property or other assets, credit history and present credit capacity.

- **Socio-demographic data**, such as your marital status, your family situation or other relationships.
- **Data related to your online behaviour and preferences** we detect when you are searching on our websites or when you are using our mobile applications.
- **Data related to your interests and needs** which you share with us via personal contact (also via our contact centre) or through our website (e.g. when you fill in an online survey).
- **Audio-visual data** such as surveillance video recordings when you visit our branches or phone recordings when you call our contact centre.

To comply with regulatory obligations, we could also use data available through external sources (e.g. EU information on counter-terrorism and anti-money laundering) to ensure security and protection.

In principle we do not capture nor use sensitive personal data relating to health, religious, political or philosophical beliefs, sexual orientation or ethnicity.

We only process sensitive personal data when we have to in specific circumstances, e.g. where it is mentioned with a payment (for instance, an instruction to pay membership to a political party).

#### 2.2 Whose personal data do we process?

We process personal data of private individuals and legal entities with whom we have, could have, or used to have, a **direct** or **indirect relationship**.

Such personal data may relate in particular to:

- Customers and their representatives or beneficiaries
- Potential customers who show an interest in our products and services
- Representatives of a legal entity, such as a company or a non-profit association.

For example we process your personal data when you open an account, visit our website or complete a survey. This includes data relating to you as an individual, as well as limited personal data of named individuals acting on behalf of a legal entity.

We will also use personal data of so-called third parties, who are no ING customers but who deal with the customer in a particular role, privilege or title.

Some examples below:

- Legal representatives (e.g. power of attorney)
- Beneficiaries of payment transactions made by our customers
- Ultimate beneficial owners (UBOs)
- Customers' debtors (e.g. following a bankruptcy)
- Company shareholders if individuals
- Statutory representatives
- Directors or a person indicated as a contact of a business client.

### 2.3 Why do we use your personal data?

We use your personal data for the following purposes:

- **Customer file administration**

If you want to become one of our customers, we are obliged by law to collect some of your personal data (such as a copy of your ID card or other supporting documentation) to assess whether we can accept you as a client or not. Furthermore, we will need your address or phone number to contact you in the future.

- **Product and service delivery**

If you wish to purchase a new product or service (e.g. current/savings accounts, mortgage loans, investments), we will also require some of your personal data to review whether we can provide you with these specific products or services.

- **Customer relationship management**

You may be invited to participate in customer satisfaction or other types of surveys. The results of such surveys may be made available to our staff to improve our products and services. We might also use notes from appointments in a branch to offer more easily customized products and services.

- **Credit risk and behaviour analysis**

When granting a loan we assess your ability to repay. Applying specific statistic risk models based on your personal data helps us assess that you will be able to reimburse the loan.

- **Personal approach for commercial offers**, such as sending letters or e-mails with a personal offer or showing personal offers on our website or mobile apps.

To provide you with the best-suited products and services, we may:

- Analyse **information we gather** when you visit our website or when you have an appointment in a branch
- Analyse **potential needs** and the suitability of products or services (e.g. we might invite you to our branch to discuss investment opportunities suited to your profile)

- Analyse **payment behaviour** (e.g. large inflows/outflows on your account)
- Assess needs related to **key moments** when specific financial products or services are relevant for you (e.g. the birth of your child, your first job, the purchase of your own home)
- Assess **interests** based on simulations you have made on our website

- **Optimisation of the performance of our services**

- Transaction data analysis provide us insights into the usage of our services and how to improve them. For instance when you open an account, we measure the time between opening and first transaction.
- We also analyse results of marketing activities to measure effectiveness and relevance of our campaigns.

- **Prevention, detection and containment of regulatory breaches** against regulations we are bound by (e.g. anti-money laundering, countering terrorism financing, as well as tax fraud).

- **To protect you and your assets** from fraudulent activity, we process personal data. This might happen when you are victim of identity theft, your personal data was disclosed or you are hacked.

We may also use customer profiling by combining a customer's data (name, account number, age, nationality, IP address etc.) to quickly and efficiently detect any particular crime.

We also use contact and security data (e.g. card reader, password, etc.) to secure transactions and communications over our remote channels.

## 3. How do we manage your personal data?

### 3.1 We comply with the legal framework on personal data protection

Reputation for integrity and respect for customer privacy are extremely important to us.

We do our utmost to comply with the applicable Belgian Data Protection law and its implementation measures, supervised by [the Belgian Privacy Commission](#).

In accordance with [the law](#), we take appropriate organisational and technical measures (e.g. policies and procedures, IT security measures, etc.) to ensure that personal data are secured against accidental loss or unauthorized disclosure.

We also make contractual arrangements with suppliers or partners who process your personal data or to whom we communicate your information.

### 3.2 How do we collect your personal data?

Personal data are collected when you become a customer or register with our online services, complete online forms or sign contracts, use our products and services or contact us via the various channels.

### 3.3 What about cookies?

We use cookies on our website to help it perform better, remember your preferences and present information we think is of interest to you.

Cookies are small data files stored on your computer. They perform different functions but typically record websites visited. They contain some information about specific website visits to remember you and your preferences for subsequent visits.

Cookies can be 'functional' and contain data about you (as a user) such as language or currency selected so these appear whenever you visit the website.

Cookies can also be 'technical' and record data about ING Belgium webpages visited and also when information may be entered in forms. Such cookies provide tailored information and prevent repetitive sending of advertisements or announcements.

We also use data from cookies to compile statistics of our website and to improve its content and performance.

We may use cookies to track patterns of online behaviour to tailor website content to your needs and interests.

Most web browsers automatically accept cookies. However you can tell your browser to expose each cookie sent or to prevent them from being saved. If you refuse our cookies, you may experience reduced speed or be unable to access all services.

For more information on the use of our cookies, please read the [ING cookies statement](#). For more general information on the use of cookies, we refer to [www.allaboutcookies.org](http://www.allaboutcookies.org).

### 3.4 Automated processing of your personal data

To optimally offer services and products, your personal data can occasionally be processed automatically. This includes credit decisions (e.g. Granting loans/mortgages to customers are taken using an algorithm). Automated decision-making is an advantage in order to ensure fair access to all

loan applicants. You have the right to request a personal review of any automated decision.

### 3.5 We secure your data

#### 3.5.1 How do we secure your data?

Keeping data secure is a responsibility we take very seriously. A security governance framework is periodically updated and in line with international best practices. More specifically, appropriate technical measures, procedures and policies ensure integrity of personal data and its confidential and safe processing.

#### 3.5.2 How can you secure your personal data?

We do our utmost to secure your data, but the following may ensure data security on your part.

- Install anti-virus software, anti-spyware software and a firewall. Set your preference to update these protections often.
- Do not leave equipment and tokens (e.g. bank card) unattended.
- Report loss of bank card to ING Belgium and Card Stop immediately.
- Log out of an ING application if you are not using it.
- Keep passwords strictly confidential and use strong passwords, i.e. avoiding obvious combinations of letters and figures.
- Beware of anything strange, such as a new website address or unusual requests, e.g. e-mail requests for customer details.

More information on how to protect your personal and confidential data while interacting with us is available on the security section on [our website](#).

### 3.6 How long do we keep your personal data?

We keep your personal data no longer than is necessary for the purposes for which it was collected.

For example, your personal data as a prospect will be kept for a maximum one year. Other data, as collected by surveillance cameras or call recordings are kept for shorter periods as required by law.

When assessing how long to keep personal data, retention requirements might be stipulated by other applicable laws (e.g. anti-money laundering law). Kept personal data can serve as legal evidence in litigation, but we will not use such personal data actively.

Retention periods may depend on circumstances (your data may be archived for up to 10 years after your bank account has been closed or even up to 30

years for your mortgage loan data).

#### 4. With whom do we share your personal information?

##### 4.1 Your personal data within ING

We take maximum care with personal data and only share data to provide you with best of services.

We may transfer personal data to other ING entities. In particular, ING Customer Contact Centre and other ING Group subsidiaries assisting us with operations (e.g. for payment screening required by law), IT security or specific services and product provisions. For some security activities and anti-money laundering, we may use ING entities outside of Belgium. Sometimes we transfer data to ING entities outside the European Economic Area, for example activities sub-contracted to ING GSO Philippines.

While liable for our own products, we work with independent agents who act on our behalf. These agents are registered in the Belgian register of "brokers providing banking and investment services" and "insurance brokers" which is kept by the [Financial Services and Markets Authority \(FSMA\)](#), rue du Congrès 12-14, 1000 Brussels.

You can read more about our and ING Group activities at <https://www.ing.com/en.htm> and in our General Regulations. ING Group ensures that personal data exchanged or shared within the Group is protected according to globally accepted regulations and best practices.

##### 4.2 Your personal data outside ING

1. In some cases we are **obliged by law** to share your data with external parties, to whom we are legally obliged to transfer personal data :

- **Public authorities, regulators and oversight bodies** when there is a legal obligation to communicate/disclose customer information, such as tax authorities, the National Bank of Belgium (NBB)
- **Judicial/Investigative authorities** such as the police, public prosecutors, courts, arbitration/mediation bodies on their express and legally vetted request
- **Lawyers** for example in cases of bankruptcy, **notaries** for example when granting a mortgage, or trustees who take care of other parties' interest, and **company auditors**.

2. Trusted third parties may need personal data for service provision, although we are **not obliged by law** to transfer personal data:

- Financial sector specialists who also have a legal obligation to treat personal data with all due care:
  - **SWIFT** for secure financial transaction message exchange
  - **MasterCard** for payments and credit transactions worldwide
  - **Card Stop** to block your bank card
  - **Atos Worldline/EquensWorldline nv/SA** for global credit transactions (payment data are communicated to Worldline/EquensWorldline, which in turn communicates some of this data to other companies of the Atos group in Morocco and India, which process them)
  - **Euroclear** for settling domestic and cross-border security transactions
  - **Gemalto** for the personalisation of bank cards
  - Correspondent banking/financial institutions in foreign countries

Please read the specific data protection policies/privacy statements of these specialists on their respective websites.

- Service providers who support us with the:
  - Design and maintenance of our internet-based tools and applications
  - Marketing of activities or events and customer communications management
  - Preparation of reports and statistics, printing materials and design of our products
- Institutions for whom we sell the products, e.g. insurance companies

In the above cases we ensure that third parties can only access those personal data needed for specific tasks. We also ensure that such parties keep data in a secure and confidential manner and use it as we tell them to. We do not sell personal data to any third party under any circumstance

For third parties outside Belgium, we ensure that personal data is adequately protected in the foreign country. Where personal data is transferred outside the European Economic Area (EEA), personal data protection is different as in the EEA. In such cases, we ensure (e.g. contractual measures) that personal data is processed using the same care as in Belgium.

## 5. What are your rights?

### 5.1 Do you want to access or rectify your personal data?

We maintain a high level of transparency about data we used. By law you can request to access your personal data we hold. The bank can provide you with:

- A description of the personal data held by us
- Why we collect your data
- External parties to whom the data is transferred
- The reasons for any automated processing of your data

You can request access to your personal data in one of our branches. To protect you, proof of identity or answering security questions is necessary to fulfil your request. We will provide you with a copy of the data we use. For additional copies, we may charge a fee for administrative costs.

Nevertheless, we may have to deny access when this would reveal commercially sensitive information or when it relates to legal investigations. You will be informed of the reason for denial within due time and you can submit a complaint through one of our channels.

Necessary steps are taken to ensure that personal data is accurate, up-to-date, complete, relevant. We can ask you to confirm your data is still up-to-date. If you think it is incorrect, you may ask us to change it.

We respond to your request as quickly as possible and notify you of the time needed to complete.

We change personal data if they appear inaccurate, out-of-date, incomplete, irrelevant or misleading taking into account the purpose.

If corrected and previously shared with a third party, we will also notify such third parties when required by law.

If we disagree with your request to correct your personal data, we will explain the reason for the refusal and how you can complain. We can provide you with an amendment statement that the data, according to you, is incorrect.

To make such a request, you need to go to a branch of your choice.

### 5.2 Do you want to stop receiving personalized offers?

When you become our client, we ask you to tell us your choice regarding the use of your data for a personal commercial approach. At any subsequent time, you can decide to no longer receive our personalized commercial approach:

- Via the **'unsubscribe' button** at the bottom of each commercial e-mail
- By adapting your privacy settings in your **ING Home'Bank** profile
- Through our contact form on **ing.be**
- By **calling** our ING Contact Centre (+32 2 464 60 04)
- By visiting [www.robinsonslist.be](http://www.robinsonslist.be) and subscribing to Robinson Mail and the "bel-me-niet-meer-lijst"

Please note that we may contact you, even if you have objected to a personalised commercial approach, for other purposes, such as a legal requirement or for the performance of a contract (e.g. important information about your bank account or loan).

### 5.3 Do you wish to have more information or do you have a complaint?

We are liable for due care of personal data you entrust us with, such as name, address and bank account details.

We commit to deal quickly with any privacy-related complaint and, as such, have procedures which enable us to respond efficiently.

If you would like more information about third parties to whom we may disclose personal data because of a legal obligation or as part of a service they provide us with, or if you have questions about your personal situation, you can contact us by:

- calling us (02 547 61 02)
- sending us an e-mail ([plaintes@ing.be](mailto:plaintes@ing.be)) or
- filling in a web form on <https://www.ing.be/en/retail/complaint-handling>.

You can also send us a letter to the following address below :

ING Complaint Management  
Cours Saint-Michel 60  
1040 Brussels

If you are not satisfied with the way your complaint has been handled, there is the alternative to report

to the [Privacy Commission](#).

## 6. About this privacy statement

This privacy statement, dated 01/01/2017, may be amended to ensure that its content accurately reflects regulatory developments, as well as any changes at ING Belgium. The latest applicable version will be available on the website and we will inform you of changes via the website and other communication channels.



ING Belgium SA/nv, Bank - Registered office: avenue Marnix 24, B-1000 Brussels - Phone +32 2 547 21 11 - [www.ing.be](http://www.ing.be) - [info@ing.be](mailto:info@ing.be) - Brussels RPM/RPR - VATBE 0403.200.393 - BIC: BBRUBEBB - IBAN: BE45 3109 1560 2789. ING Belgium SA/nv, an insurance broker registered with the FSMA under the code number 12381A - Publisher: Marie-Noëlle De Greef, avenue Marnix 24, B-1000 Brussels. 07/17.