

General conditions of the ING payment card

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Article 1 - Terminology used in the General conditions

The following terms are used in the provisions below:

- **"The card"**: refers, as appropriate, to the ING Payment Card in all the Articles relating to the electronic functions linked to such cards.
- **"The Deposit Card"**: refers to cards with only an electronic money deposit function.
- **"The Temporary Card"**: refers to the temporary card delivered to the card holder pending delivery of an ING Card.
- **"The Minute Card"**: refers to cards which only allow a one-off withdrawal from a branch or electronic terminal up to a fixed amount.
- **"The LimiCard"**: refers to the card equipped with specific functions for persons placed under temporary receivership.
- **"The Bank"** : refers to ING Belgium SA/nv, Avenue Marnix/Marnixlaan 24, 1000 Brussels – Brussels Register of Companies - VAT BE 0403.200.393 - BIC (SWIFT address): BBRUBEBB – Account IBAN: BE45 3109 1560 2789, www.ing.be, card issuer and manager of transactions carried out over the ING network.
- **"Worldline"**: refers to Worldline S.A. (Banksys) – 1442, Chaussée de Haecht, 1130 Brussels, management company of transactions made over the Bancontact/Mister Cash network.
- **"MasterCard Europe" and "Maestro"**: refer to 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/MisterCash"**: refers to Bancontact/MisterCash SA/NV, Rue d'Arlon 82, 1040 Brussels which manages the network of cash dispensers and terminals which make up the Bancontact/MisterCash network.
- **"The account holder"**: refers to the natural or legal person who is the holder of the account(s) to which the card is linked.
- **"The card holder"**: refers to the natural person in whose name the Bank issues the card.
- **"The payment order"**: any instruction requesting the execution of a payment transaction.
- **"The payment transaction"**: the action consisting in

depositing, transferring or withdrawing funds irrespective of any obligation between the parties implicated in the transaction underlying the payment transaction.

- **"The consumer"**: the natural person 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 – Applicable legal framework

Unless otherwise indicated in these General conditions, the provisions of the General Regulations of the Bank and the Special Regulations for Payment Transactions apply to ING Payment Cards, Deposit Cards, Temporary Cards, LimiCards and Minute Cards.

Article 3 – Card applications – Delivery of cards and PINs

3.1. Card applications are made by the card holder.

ING reserves the right to refuse to grant a card without being required to justify its decision.

The card is only delivered if the card holder is also the holder of the account(s) to which the card is linked, or has power of attorney over the said account(s).

The signing of the application to grant the card and services which can be linked to it implies acceptance of these General conditions, the General Regulations of the Bank as well as the Special Regulations for Payment Transactions.

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 announcement in his/her account statements of the dates of posting the card to report its non-receipt by contacting the ING Contact Centre.

When a card is made available at an ING branch, 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 will have indicated, either in Belgium or abroad. However ING reserves the right to refuse to dispatch the card and to keep it for collection from its branch. ING 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. ING will 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.

ING bears the risks for the dispatch of the card and/or any means (PIN code, ...) which allow its use.

Once the card and/or the means which allow its use have been received by the card holder, the card holder is responsible for the card, in accordance with Article 9.1 of these General 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 his/her card, the card holder:

- will 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;
- or 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 handed over.

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 (except for Minute Cards) and at electronic terminals. When the card holder changes his/her PIN, he/she takes care to abide by the Cautionary Advice annexed to these General conditions. If the holder forgets his/her PIN, a new PIN can be compiled; such new PIN will be sent to the card holder's home address.

3.4. The card remains the property of the Bank.

Article 4 – Functions of the various cards and services linked to cards

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, over one or several current and/or ING Savings Accounts for which he/she is the holder or proxy, designated at the time of the card

application. 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

offered at any ING branch, in the name and on behalf of the account holder. However, such function does not apply to LimiCards or to Deposit Cards (see below).

Transactions made from ING Savings Account(s) are however limited to withdrawals and transfers to ING current account(s) opened in the name of the same holder as the ING Savings Account(s) or to any other ING Savings Account(s) or ING Lion Deposit(s) opened with ING in the name of the same holder as the ING 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 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.

B. Transactions carried out at the electronic terminals of ING Belgium: with their card and PIN, card holders can access the electronic terminals of ING in Belgium to carry out any transaction which is offered there, including concluding contracts in the name and on behalf of the account holder.

Cash withdrawals from SelfBanks are debited immediately from the ING account to which the card is linked under same day value.

In addition to the provisions of these General conditions, the special rules applicable to payment transactions carried out at the electronic terminals of ING Belgium are stipulated in the General Regulations and in the Special Payment Transaction Regulations.

C. Transactions carried out by means of Deposit Cards: cards equipped with only the 'deposit' function only allow the depositing of cash at the 'cash in/cash out' terminals in ING branches in Belgium (see below, point E).

D. Transactions carried out via the Bancontact/Mister Cash network: if the card holder benefits from the Bancontact/Mister Cash function, he/she can:

1° carry out any transaction available at Bancontact/Mister Cash dispensers in Belgium. Cash withdrawals from such dispensers are debited immediately from the ING current account to which the card is linked under same day value;

2° pay for his/her purchases at Belgian retailers equipped with a Bancontact/Mister Cash terminal or the terminal of another compatible network. Payment is made by means of

an electronic transfer instruction for an amount which is debited automatically and immediately (or sometimes with a slight delay) from the ING current account to which the card is linked under same day value.

3° make e-payments. Payment is made by means of an electronic transfer instruction for an amount which is debited automatically and immediately (or sometimes with a slight delay) from the ING current account to which the card is linked under same day value.

4° make m-banxafe reloads of prepaid mobile phone cards, make payments and consult the balance of the account linked to the card after activating the m-banxafe service on a mobile phone with a SIM card allowing such function. Payment is made by means of an electronic transfer instruction for an amount which is debited automatically and immediately (or sometimes with a slight delay) from the ING current account to which the card is linked under same day value.

E. Cash deposits at the 'cash in/cash out' terminals in some ING branches in Belgium: by means of their PIN and card, card holders can deposit banknotes in euros on the account(s) linked to the card. The banknotes may not be folded, stapled, or attached with a paper clip; nor may they be crumpled. A maximum number of banknotes can be deposited per transaction but it is possible to make several deposits.

F. Transactions carried out by means of Minute Cards: with a Minute Card it is only possible to withdraw cash from electronic terminals in ING branches in Belgium. The withdrawal must be made in one go for the total amount corresponding to the card limit. The card's ceiling is determined by mutual agreement between the Bank and the card holder within the limits of the minimum and maximum amounts set by the Bank and communicated to the card holder at the time of the card application. Several cards can be delivered per ING current account, up to a limit set by the Bank. The delivery of such cards is subject to a time delay, which means that it is not always possible to deliver them immediately. A Minute Card is valid for 30 days following its delivery.

G. Payment by card at a petrol station: when paying by card at a petrol station, the exact payment amount is not known in advance. As a result, a certain fixed amount is reserved by the oil company on the account linked to the card. Except in the event of a technical error, this reservation is strictly limited to the period necessary for refuelling. The reserved amount, which may vary from one company to another, and which is usually higher than the real amount needed for refuelling, is in no case deducted from the account linked to your payment card. It is temporarily deducted from the balance available for other

payments during this period. Once refuelling has been completed, the exact amount is known. This amount is debited from the account, and the reservation comes to an end at the same time. The available balance for the account is thus no longer affected by the reservation.

4.2. Services which require the use of a PIN or the card holder's manual signature (Maestro)

If the card holder benefits from the **Maestro** function, he/she can:

1. At cash dispensers managed by MasterCard International in Belgium and geographic European countries (list of countries available on the www.ing.be website and in-branch), perform all transactions which are allowed via such devices. This service can be accessed via the PIN. Cash withdrawals give rise to the debit of the ING current account linked to the card, either immediately or after a short delay.

2. Pay for purchases in stores equipped with a Maestro payment terminal in Belgium and geographic European countries (list of countries available on the www.ing.be website and in-branch). This service can be accessed via the PIN or via manual slip signature, depending on the terminal used by the store. Payment occurs via electronic transfer order. The amount is debited either immediately or after a short delay from the ING current account linked to the card. These cash dispensers and stores can be recognised thanks to the Maestro logo.

3. Make payments online. Payment occurs via electronic transfer order. The amount is automatically debited either immediately or after a short delay from the ING current account linked to the card on the value date.

4.3. Services which do not require the use of a PIN or a manual signature

At electronic terminals, the card gives access to the account statement printers.

Notwithstanding Articles 4.1, D. 2 and 4.2, certain terminals allow Bancontact/Mister Cash or Maestro transactions to be performed without the need to enter a PIN. The restrictions applicable to this type of transaction can be found in the annex.

4.4. Contactless payments

If your debit card has this functionality, "contactless" payments can be executed on compatible terminals. For payments smaller than 25 EUR, the transaction can be done without PIN code.

4.5. Special restrictions on the use of Temporary Cards and LimiCards

1° The use, functions and spending limits of a Temporary Card are identical to those of the ING card it temporarily replaces, with the exception of the m-banxafe service. Once delivered, a Temporary Card can be used for 30 days only in Belgium.

2° The LimiCard functions are restricted to withdrawals, up to a limited amount, at Bancontact/Mister Cash terminals and SelfBanks. LimiCards can only be used in Belgium.

4.6. The card holder and/or account holder detailed in Article 9 is liable with regard to the use of the services to which the card holder has subscribed.

4.7. In the limits and conditions linked to the services to which the card gives access, the payment transactions stipulated in the above provisions can be made in the currency (-ies) of the account(s) to which the card is linked and/or any currency in circulation in the country where the card was used.

Article 5 – Spending limits

5.1. Transactions made at electronic terminals, cash dispensers and Bancontact/Mister Cash terminals, Maestro dispensers and terminals in Belgium and abroad are carried out within limits of the available balance on the account firstly, and within the utilisation limits, per transaction and per 7-day period (and per day for cash withdrawals), set at the time of the card application, for the card and the account secondly plus, in the case of transactions outside Belgium, within the limits set by the local network manager. When the spending limit is reached, or when the available balance on the account is insufficient, the payment transaction will be refused. The card holder will be notified immediately by a message displayed on the payment terminal, the ING electronic terminal or cash dispenser.

5.2. The current utilisation limits are notified to the card holder at the time of the card application. Within the minimum and maximum amount limits set by the Bank and notified to the card holder, the applicable ceilings can, at the card holder's request, and with the branch's agreement, be adapted according to his/her own needs.

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

1° following the theft, loss, misappropriation or any unauthorised use of the card and/or the means for its use;

2° in the case of charging up to the account statements of any transaction carried out without his/her agreement. Within the minimum and maximum amount limits set by the Bank and notified to the card holder, the applicable ceilings can also, at the card holder's request, and with the branch's agreement, be adapted twice a year.

The account holder can:

- reduce or increase certain utilisation limits via his/her branch;
- enter certain limits temporarily valid from 1 to 7 days, via his/her branch.

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 either the electronic signature or the manual signature on the voucher presented by the retailer.

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 provisions of this article do not prejudice the right of the account holder and/or card holder to provide proof to the contrary through any legal channel, or the other provisions of these General conditions, in particular Article 9.4, 9° (burden of proof in the case of a disputed payment transaction). Similarly, they do not prejudice the powers of the card holder and any specific limits to such powers indicated on the "Management Powers" or "Management Mandate" documents of the account holder's account, as well as any amendments made to such powers and limits subsequently.

6.3. The card holder and/or account holder may not revoke a payment order after ING has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after the payment instruction is transmitted or consent has been given for the execution of the transaction to the beneficiary, in accordance with Articles 6.1 and 6.2. This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a beneficiary).

Article 7 – Charges for services

7.1. The amount of the annual fee relating to the cards mentioned in these General conditions, likewise the charges linked to the use of the services to which these cards give access, are communicated to the card holder on paper or a durable medium when the card application was made and are also indicated in the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets available free of charge from any ING branch.

7.2. Depending on the services linked to the cards and the transactions made by means of it, the charges which may be applied are as follows:

a. *Use of the card over the counters of ING branches and at ING's electronic terminals*

The linking of such services to the card is free. Its use at ING branches and ING electronic terminals 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").

The Deposit Card is subject to payment, by the account holder, of an annual 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").

b. *Bancontact/Mister Cash*

The linking of the Bancontact/Mister Cash services to the card is subject to payment, by the account holder, of an annual fee for the payment and withdrawal service.

The use of the card at the Bancontact/Mister Cash network of cash dispensers is 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") irrespective of a possible supplement which some retailers may charge.

c. *Maestro*

The linking of the Maestro service to the card is subject to payment, by the account holder, of an annual fee for the payment and withdrawal service.

When a payment transaction is carried out in a currency other than the currency of the account(s) to which the card is linked, gives rise to a currency conversion on the basis of the agreed reference exchange rate plus - where appropriate - an exchange commission (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").

The use of the card at the Maestro terminals and network of cash dispensers can 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") irrespective of a possible supplement which some retailers may charge.

7.3. The account holder authorises the Bank to automatically debit the ING current account to which the card is linked with all the charges and the annual fee(s) applicable in accordance with the current Charges.

7.4. The applicable fees and 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 during the contractual relationship, the card holder, the holder of the account and/or the user are entitled to obtain the contractual terms and conditions applicable to the services linked to the card, on paper or any durable medium (e.g. CD or DVD-ROM, etc.).

Furthermore they will be available on the website 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 and 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 following such currency conversion;
- the value date of the debit.

The information will 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 – Obligations and liabilities of the Bank, the card holder, the account holder respectively

9.1. The **card holder** undertakes to:

1° abide by the Cautionary Advice annexed to these General conditions, of which they are integral part;

2° use the card in accordance with the conditions in force at the time of its use, within the utilisation limits granted on it; therefore, in particular, the card holder must ensure not to exceed the available utilisation limit;

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 telephone call to Card Stop or ING HelpDesk shall be recorded by an automated system. Any data thus recorded has the value of proof in the event of a dispute and is stored in accordance with article 14 (protection of privacy), without prejudice to articles VI.83 and VII.2, Section 4 of the Code of Economic Law.

Within the meaning of these General 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, if 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, the 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 beneficiary);

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, the account holder that 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 applicable, the Bank has not made available the information relating to this transaction 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 after the debit date of the transaction is reduced to two months.

2° he/she will 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 will 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, 3° (keeping the PIN secret) and 9.1, 6°, 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 account holder's attention to the fact that other facts or behaviour, whether or not they result from non-observance by the card holder and/or the account 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 the courts and tribunals in the final instance.

4° notwithstanding the provisions of the above points 2° and 3°, the account holder will 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 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.

3) for payment transactions that do not require the usage of a PIN code

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 beneficiary).

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 9.4;

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 9.3, 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, the user and the account holder recognise the probative force of the log in which the data relating to all transactions at cash dispensers or terminals, and/or the electronic medium which may replace or supplement it.

For each transaction at a cash dispenser or payment 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 will 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 will 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 account holder will only obtain correction of a transaction not executed or badly executed if he/she notified their claim in due time, in accordance with the provisions of Article 9.3, 1°.

b) in the case of an unauthorised payment transaction, the Bank will refund the account holder 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 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 is not liable in the event of force majeure or where the Bank is bound by other legal obligations stipulated by domestic or European Union legislations.

In addition, when the account holder is not a consumer as defined 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 gross misconduct or wilful wrongdoing in its services. In this case, the liability is in all

circumstances limited to the direct damage established by the account holder and excludes any indirect damages, in particular but without limitation, for lost gains, opportunity loss, loss of customers and harm to reputation.

11° the Bank will refrain from sending a card to the customer unless he/she has made a prior request, except in the case of renewal or replacement of an existing card;

12° to 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 provision 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 – Refund of authorised payment transactions initiated by or through the beneficiary

10.1. The account holder is entitled to the refund of an authorised payment transaction, initiated by or through the beneficiary and which has already been executed, provided the following cumulative 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 will provide factual elements relating to such conditions.

If the refunding conditions are met, the refund will 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 will 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 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 beneficiary.

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 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 will inform the card holder and/or the account holder by letter, through notification 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 afterward, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to the 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 or the user undertake to return the card to the Bank if it is blocked or the account to which the card is linked is closed, or at any other motivated 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 will 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.

Article 12 – Amendment to the General conditions and Charges

12.1. Any amendments to these Regulations and the applicable charges will be agreed between the Bank, firstly, as well as the card holder and the account holder, secondly.

For that purpose, the Bank will 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 will be deemed to have tacitly accepted the proposed amendments.

12.2. Notwithstanding Article 12.1, changes to exchange rates based on interest rates or reference exchange rates agreed between the parties (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 will 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. The contract can be terminated at the branch of the account holder or via the Phone’Bank service.

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 to which it is linked).

13.4. The account holder is entitled to 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 the contract is terminated.

In the event of termination, the card must be cut in two and returned to the Bank immediately. The account holder will 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, and the right to a refund mentioned in Article 13.4 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:

- at the time of the card application or receipt of the card;
- when the card is used or the electronic wallet is (re)loaded;
- when the loss or theft of the card and/or the disclosing of the PIN is reported;
- on the occasion of any amendment to the terms of use of the card and/or PIN;
- or when this agreement is terminated

will 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 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 Customer, companies whose intervention is necessary (in particular, for payment transactions): Worldline, Swift SCRL, etc. for the purposes mentioned in the previous paragraph of this Article. This information will thus be communicated to 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 and insurance group ING established in a European Union member state (list available upon request) for the purposes of centralising customer management, marketing banking 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 SCRL Swift stores payment data in the United States, under 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 satisfaction is not obtained, to the following address:

ING Complaint Management
Cours Saint Michel, 60
B-1040 Brussels
Tel.: +32 2 547 61 02
Fax: +32 2 547 83 20

The complaint may also be sent via e-mail to the following address: complaints@ing.be or through the online form available on www.ing.be.

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 8
B-1000 Brussels
www.ombudsfin.be
E-mail: Ombudsman@OmbudsFin.be

Customers can also contact the Direction Générale Contrôle et Médiation with the Service Public Fédéral Economie, P.M.E., Classes Moyennes & Energie, at the following address:

North Gate III Boulevard du Roi Albert II, 16
1000 Brussels
Phone: 02 277 54.85
Fax: 02 277 52 11
E-mail: eco.inspec.fo@economie.fgov.be

Furthermore, this provision does not prejudice the customer'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. Without prejudice to imperative or public order legal provisions setting the rules for allocating competence, and in particular in the event of disputes with consumers, be the Bank plaintiff or defendant, it is authorised to bring or have brought any dispute relating to these General conditions, the related services and transactions performed with the card before the courts of Brussels or those in the area in which its offices are located with which the business relations with the account holder are maintained directly or indirectly via a branch or office.

Precautionary advice save card payments using your pin

Your payment card: a useful and strictly personal tool!

- As soon as you receive your card, sign it at the place provided for this, otherwise someone else may do it in your place! Remember, some payments are made on the strength of the Card Holder's signature.
- Destroy cards that have expired. Similarly, destroy the old card as soon as you receive the new one.
- Keep your card with you or in a safe place. Never leave it in a public place (e.g. a gym), at work or in your car.
- Keep your withdrawal or payment vouchers. Always check your bank statements and credit card statements of account as soon as you receive them. If you notice any anomaly, contact your Bank or the institution that sent you the statement of account immediately.
- Only give your credit card number to reputable retailers (e.g., when booking holiday travel over the Internet).
- As far as possible, never let the card out of your sight when paying a retailer. Make sure your card is handed back after the transaction.
- Only use your card for its intended purposes.

Learn your PIN by heart as soon as you receive it (by letter or SMS) 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 code that 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 do not 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 let anyone distract you. If you notice anything unusual, inform your Bank or the shop keeper concerned immediately.
- If you have reason to believe that your PIN is no longer secret, change it immediately at a cash dispenser. If you are not able to change the PIN, contact your Bank at once.
- Remember, you do not need to enter your PIN to get access to a SelfBank area. If you are asked to enter your PIN, do not enter the SelfBank area and inform your bank immediately.

What to do if a card is lost, stolen or something else occurs

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 will block your card immediately. If you call from abroad and you do not have a touch-tone telephone at your disposal, just wait until the end of the menu. An operator will then answer your call. Write down the reference number for your call given by Card Stop. This will be useful in processing your file. If your card is lost or stolen, make sure that an official report is drawn up by the local police and ask for a copy or the full references for that report.

If your card is swallowed up by a cash dispenser, make sure that a stop is put on the card at once (Card Stop **+32 70 344 344**).

More information? Your Bank will be happy to provide you with additional information about its specific products and services.

Tips for safe payment

- Keep your card with you or in a safe place.
- Your PIN must remain a secret: Never share it with anyone and do not write it down.
- Enter your PIN away from prying eyes.
- Change your PIN if you think somebody else knows it.

- Immediately report any anomalies in your bank statement or credit card statements of account.
- Immediately contact Card Stop (+32 (0)70 344 344) if your card is lost, stolen or something else occurs (e.g., it is swallowed up by a cash dispenser).

Always keep the Card Stop telephone number at hand (e.g., in the memory of your mobile phone) or learn it by heart. In an emergency, you can find it on most ATMs.

Addenda For application for an ING payment card

Services

By default, the following services are granted on an application for an ING payment card: SelfBank access, withdrawals and payments via payment methods whose logo appears on the card.

Either the card holder or the Bank may refuse certain services.

Default limits (1)

Withdrawal and spending limits

	18 years or over (3)	16-17 years (2)	Up to 16 years (2)
Daily withdrawal limit	650 EUR	125 EUR	50 EUR
Weekly withdrawal limit	2.500 EUR	125 EUR	50 EUR
Weekly spending limit	5.000 EUR	500 EUR	50 EUR

(Deferred) transfer limits

	18 years or over(3)	16-17 years (2)	Up to 16 years (2)
Weekly transfer limit	5.000 EUR	500 EUR	50 EUR

- (1) Limits can be changed by the card holder or the legal representative as stipulated in Art. 5 of the General conditions.
- (2) When the card holder reaches the age of 16 or 18 years, the limits are automatically adjusted.
- (3) For certain vending machines, the maximum withdrawal may be below these limits.

Limits applicable to Bancontact/Mister Cash and Maestro transactions not requiring a PIN (contact and contactless) :

- Maximum amount per transaction: 25 EUR
 - Exceptions for Maestro transactions :
 - Parking: 50 EUR
 - Toolways: 100 EUR
- Maximum cumulated amount for consecutive transactions not requiring a PIN: 50 EUR

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