



Standard terms and conditions

Valid from 02/11/2022

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CONSIDER THE ENVIRONMENT

Save these standard terms and conditions in a folder on your computer if you would like to view it again. Where necessary, you can print out the relevant chapter alone.



Information and transparency

Company name	BNP Paribas Fortis since May 2009 BNP Paribas Fortis is part of the BNP Paribas Group
Legal form	Public Limited Company
Field of activity	Credit institution and insurance broker (financial services within the meaning of Article 1.8.18 Code on Economic Law)
Registered offices and geographic address	Montagne du parc/Warandeberg, 3 - 1000 Brussels
Contact information	Tel. +32 2 433 41 45 www.hellobank.be info@hellobank.com
Company number	VAT BE0403.199.702 - RPM Brussels
Prudential control	European Central Bank Banking Union – Single Supervisory Mechanism 60640 Frankfurt am Main Tel +49 69 1344 1300 info@ecb.europa.eu National Bank of Belgium, boulevard de Berlaimont/ de Berlaimontlaan, 14 - 1000 Brussels Tel. +32 2 221 21 11 info@nbb.be
Investor and consumer protection	Financial Services and Markets Authority (FSMA) rue du Congrès/Congresstraat, 12-14 - 1000 Brussels Tel. +32 2 220 52 11 www.fsma.be > Contact > Contact form Federal Public Service Economy rue du Progrès/Vooruitgangstraat 50 1210 Brussels Tel. +32 800 120 33 https://economie.fgov.be/en
Personal Data Protection	Data Protection Authority Rue de la presse/Drukpersstraat, 35 - 1000 Brussels Tel. +32 2 274 48 00 contact@apd-gba.be
Standard Terms and Conditions	Available in French, Dutch, English and German www.hellobank.be > Terms and conditions & rates > Standard terms and conditions for the version in English
Clauses on jurisdiction and applicable law	see Article 23 of the Standard Terms and Conditions
Charges	Article 5 of the Standard Terms and Conditions www.hellobank.be > Terms and conditions & rates > General Banking Information > List of fees



Chapter 1 – Basic provisions

Article 1 - General

These standard terms and conditions (hereinafter "the Terms and Conditions") constitute the overall framework of the contractual relationship between BNP Paribas Fortis SA/NV (hereinafter "the Bank") and its customers.

Unless otherwise stipulated, these Terms and Conditions shall apply to all the Bank's customers, including both natural persons (consumers or businesses) and legal entities, companies or associations.

Exceptions to these Terms and Conditions may be made at any time through special agreements, in which case the provisions of such special agreements shall take precedence over these Terms and Conditions to the extent that they differ from them. If any problem cannot be resolved on the basis of these provisions, it shall be settled in accordance with the law or, if applicable, the standard practice of the profession.

Subject to mandatory legal or public policy rules, the Bank reserves the right to decide freely whether or not to grant its services and/or to limit access to them.

In the context of its relationship with its customers, the Bank may distribute products acting either in its own name or on behalf of other entities, which may or may not be part of the BNP Paribas Group, for whom it may act as an intermediary, subcontractor or partner.

When distributing insurance products, the Bank acts as a tied agent, remunerated by commission, on behalf of AG Insurance SA and ATV SA. For such purposes, it is registered under its company number with the FSMA. It has a holding of more than 10% in AG Insurance SA/NV.

As an insurance intermediary, the Bank classifies its customers as retail customers within the meaning of the insurance regulations.

The Bank may use subcontractors in order to perform the services offered to its customers.

For the term of this contractual relationship, the customer is entitled to receive, on request, at any time and under the conditions laid down in the Bank's List of fees, the documents, information and terms and conditions of their contracts, or a copy thereof, on paper or on another durable medium accepted by the Bank.

Article 2 - Identity, Legal Capacity and Powers

Before entering into a banking relationship with the Bank or effecting a transaction, the customer must provide the data and documents requested by the Bank, including:

- **for natural persons:**
the identity, address, civil status, legal capacity and marital property arrangement; where applicable, the company number and/or the VAT number;
- **for legal entities, companies and associations:**
the deed of incorporation or a copy of the most recent version of the coordinated articles of association, together with any deeds confirming the powers of those duly authorised to represent the legal person in its dealings with the Bank, and, where applicable, the list of beneficial owners, the company number and, if applicable, the VAT number.

For customers who are not Belgian nationals, the Bank is not obliged to inquire into foreign legislation in verifying the submitted documents. Such customers shall inform the Bank of any changes in the legislation of their country which may affect how they are represented in their dealings with third parties. The Bank also has the right to require production of a translation of the submitted documents at the expense of the customer; it may also require the accomplishment of such formalities as it specifies, including a



certificate of enforceability for foreign legal rulings and notarial deeds.

The Bank is liable for the consequences of fraud or gross negligence on its part when recording the relevant data which it has requested. Customers are liable for all loss or damage resulting from a failure to provide the requested data and/or documents or from the provision of incorrect data and/or documents.

Customers shall notify the Bank in writing of any changes in the data or documents which they have provided to the Bank, including powers of representation. The Bank will take such changes into account as quickly as possible, and shall, in any event, do so from the third bank business day after either their publication, where this is a condition of their opposability, or their receipt in other cases.

The Bank draws the customers' attention to the fact that it is their exclusive responsibility to comply with the statutory and regulatory obligations that apply to them. The Bank may not under any circumstances substitute for customers in this regard. In particular, customers must honour tax obligations which are applicable to them both in the different countries concerned by their transactions or investments as well as in their country of residence, and must ensure that all transactions carried out with the Bank are in compliance with the relevant laws.

Article 3 - Correspondence/ Communications

3.1. General rule

Without prejudice to any special agreements, the Bank may correspond with the customer using any methods of communication (remote channel, post, phone, text message, website, etc.) appropriate to the banking relationship with the customer, and may so communicate any information required under its statutory, regulatory or contractual obligations.

In the case of communication via a website, the Bank shall communicate to the customer the web address and specific page where the Bank makes such information available.

The Bank shall prove by any ordinary means, when required by law, that the customer opted for a durable medium other than paper or agreed to communication via a website.

All correspondence and communication between the Bank and the customer shall be in the language agreed with the customer, i.e. English.

If there is more than one relevant recipient, the Bank shall contact the recipient who has been designated by mutual agreement or, failing this, to one of the recipients as chosen by the Bank.

In each case, all recipients shall be deemed to have received the correspondence or communication.

3.2. Methods of correspondence and communication via Easy Banking Web and/or the App

Within the limits permitted by law, when the customer- a natural person or their legal representative- is a User of Easy Banking Web and/or App (within the meaning of [Appendix 1](#) of these Terms and Conditions), any information which must be communicated due to statutory, regulatory or contractual requirements, including account statements, shall be communicated by default (unless otherwise decided by the Bank) via Easy Banking Web and/or App.

Subject to specific statutory provisions, or if otherwise chosen by the User, bank statements shall be made available on the last bank business day of each month.

Depending on the account concerned, the User may have the option to ask the Bank, at any time, not to opt for this default method of communication and to receive this information by post. In such an event, the customer will be charged a fee according to the List of fees.

If there is more than one account holder affected by the communication, the default rule set out in paragraph 1 above shall apply to the extent that none of the joint account holders (or their legal representatives), within the limits of the powers at their disposal, have requested postal communication. If such a request has been made, the communication will be sent in accordance with the rule described in [Article 3.1, paragraph 5](#).



Furthermore, an attorney-in-fact, User of the Easy Banking Services, shall receive via Easy Banking Web and/or App any communications relating to the accounts to which he has access in this capacity, via these channels and with the same frequency as that provided for in [paragraph 2](#) of this Article.

3.3. Correspondence by e-mail

E-mails shall be sent by the Bank to the last e-mail address provided by the customer.

The customer shall be responsible for any consequence or liability in the event of delay or failure to notify the Bank, in accordance with [Article 3.5](#) of these Terms and Conditions, of any change of e-mail address, or in the event of delay or failure to familiarise themselves with the content of any correspondence or communication.

The customer acknowledges to be perfectly aware and informed of the risks associated with the transmission of emails via an unsecured public network such as the Internet. The customer shall be solely responsible for the selection, installation, use and adaptation of appropriate measures to secure its electronic address, such as anti-virus software, a firewall or the creation of a robust password.

By choosing or accepting such means of communication, the customer releases the Bank of all liability and consequences (except in the event of fraud or gross negligence of the latter), in the event such e-mails and / or personal data and/or documents contained therein are intercepted by third parties.

3.4. Postal correspondence

Postal correspondence is sent by the Bank to the last postal address provided by the customer or, if this is no longer correct, to the last address known to the Bank.

The customer shall be responsible for any consequence or liability in the event of delay or failure to notify the Bank, in accordance with [Article 3.5](#) of these Terms and Conditions, of any change of postal address, or in the event of delay or failure to familiarise themselves with the content of any correspondence or communication.

In the event the Bank accepts a customer's request not to send correspondence by the post, it still retains the right to use this or any other appropriate means of communication due to legal or regulatory requirements or if this is deemed in the Bank's legitimate interest.

3.5. Change by the customer of the language and addresses to be used for correspondence and communication

The Bank shall strive to implement as soon as possible any changes in the language and/or postal or email addresses the customer wishes to be used for correspondence and communication, and in all cases within three bank working days from the time the Bank receives notification of the change.

3.6. Proof

The Bank may prove that the correspondence or communication has been sent to the customer (and the content thereof) simply by producing a copy of said correspondence or communication, in accordance with the stipulations of [Article 22.1](#) of these Terms and Conditions.

Article 4 - Specimen Signature

When the customer enters into a banking relationship with the Bank, they shall provide a specimen signature and, if applicable, the signature of their attorney(s)-in-fact. If the signature is subsequently changed, the customer shall provide the Bank with a new specimen signature without delay.

This rule also applies to the statutory representatives of the legally incompetent or incapacitated, and to persons duly authorised to represent legal entities in their dealings with the Bank.

The Bank shall be liable if it commits fraud or a gross negligence in verifying that the signatures match the specimen signature.

The Bank may also consider as a specimen of the signature, the customer's signature and, where relevant, that of any of the customer's attorneys-in-fact, as it appears on the identity documents or as otherwise collected by the Bank in any manner.



Article 5 - List of fees, Duties and Taxes

Standard charges are communicated to the customer in accordance with applicable legal provisions. They are also available, free of charge, in all of the Bank's branches.

Any changes to existing service charges shall be introduced by communicating them to the customer in accordance with [Article 3](#) of these Terms and Conditions. They shall also be made available in branch.

Such changes shall enter into force at least two months (or one month where the customer is not acting in the capacity of a consumer) after the communication initiated by the Bank, unless statutory or regulatory imperatives require another period. When the change is in favour of the customer, a shorter grace period may be envisaged.

Within this delay, the customer may, at no cost, terminate the agreement affected by such change in charges should the customer disagree with such change, except when this change results from a statutory or regulatory obligation, or is to the customer's advantage.

Within the legally authorised limits, the following charges are payable by the customer:

- the costs of delivery or transport of any assets or documents, postal and telephone charges and any other costs incurred by the Bank on behalf or in the interest of the customer;
- the charges incurred due to any measures taken by the authorities in respect of the customer's assets, including items placed in safe-deposit boxes, and the costs of attachment orders, notices of objection or claims for recovery of the assets by third parties;
- the costs of any measures taken by the Bank to enforce or recover its rights in relation to the customer;
- all stamp duties and registration fees and all duties and taxes due or payable as a result of or arising from a transaction carried out via the Bank or a service offered by the Bank.

All the fees and taxes mentioned in this article shall be debited from one of the customers' accounts, unless expressly agreed otherwise. The latter shall ensure that his accounts are adequately funded to enable these fees and taxes to be settled. Failing that, the customer undertakes to pay them immediately upon the Bank's first request.

Article 6 - Interest and Exchange Rates

Interest and exchange rates shall be notified to customers in accordance with the applicable statutory and regulatory provisions and shall be available in all of the Bank's branches. The same shall apply for reference interest and exchange rates and, where appropriate, for the method of calculation and for any other factor relevant for determining the applicable rates.

Any changes to the interest rates payable by or to customers, as well as changes to exchange rates, shall apply immediately and without prior notice where such changes result from an agreed upon interest or exchange reference rate change. The Bank shall notify the customer as soon as possible.

With respect to services without a fixed term, the Bank reserves the right, subject to reasonable grounds and without prejudice to [Article 36](#), to modify the rates of interest payable by or to the customer, or the reference rates without prior notice. The Bank shall notify the customer as soon as possible. In such an event, the customer will be entitled to terminate any affected agreement with immediate effect.

Article 7 - Amendments to the Terms and Conditions

Any amendment to these Terms and Conditions is agreed to between the Bank and the customer by the Bank notifying the customer, in accordance with [Article 3](#) of these Terms and Conditions, of the amendment it has made.

The modified Terms and Conditions are also made available in branches as well as on the site of the Bank.



Any amendment to open-ended agreements for services provided by the Bank shall be agreed with customers according to the same terms.

Amendments to these Terms and Conditions and other agreements shall come into force at least two months (one month where the customer is not acting in the capacity of consumer) after the Bank has notified the customer of the amendments, unless statutory or regulatory obligations impose another period. When the change is in favour of the customer, a shorter grace period may be envisaged.

Within this deadline, the customer may, free of any charges which would normally apply, terminate the banking relationship or affected agreement in the event it disagrees with the change made to these Terms and Conditions or the affected agreement, except where such change results from a statutory or regulatory obligation or benefits the customer.

Article 8 - Confidentiality

8.1. General considerations

Unless otherwise provided by law, the customer authorises the Bank to gather any information relating to it from its agents and/or brokers, as well as from companies belonging to the BNP Paribas Group.

Without prejudice to [Article 9](#) of these Terms and Conditions and the Privacy Notice to which it refers, the Bank shall not disclose to third parties any information relating to its customers without their explicit authorisation, or unless required to do so by law.

In any event, the customer authorises the Bank to share data concerning it to:

- the following persons to the extent necessary for the performance of their tasks: service providers, subcontractors; independent agents and other intermediaries or business introducers; commercial partners for whom the Bank acts as an intermediary; certain regulated professions such as lawyers, notaries or auditors, which the Bank uses.
- BNP Paribas Group companies, in particular for the monitoring and implementation of group policies (such as opening and managing customer relationships), with a view to updating customer

data and risk management, or with a view to presenting products and services distributed by these companies;

- persons outside the BNP Paribas Group, with whom it has a data sharing agreement, for the purpose of identifying customers and fulfilling the obligations arising from the legislation on the prevention of money laundering and terrorist financing.

8.2. Communication to the Central Point of Contact

To the extent provided for by law, the Bank must disclose (and keep updated) the following data to the Central Point of Contact of the National Bank of Belgium (CPC):

1. the identification details of the customer and their attorneys- in- fact;
2. the opening or closure of each account for which the customer is holder or joint holder, as well as the granting or revocation of a power of attorney to one or more attorney(s)-in-fact regarding such bank account and the identity of such attorney(s)-in-fact, along with the periodic balance, date of such power of attorney and the account number;
3. the existence of one or more financial transactions involving cash executed by the Bank, in which cash has been paid or withdrawn either by the customer or on their behalf and, in the latter case, the identity of the natural person who actually paid or received the cash on such customer's behalf, along with the date of the operation;
4. the existence or termination of a contractual relationship with the customer, along with the relevant date, with respect to each of the following types of financial contract:
 - a. rental of safe deposit boxes;
 - b. any agreement for investment and/or ancillary services, including holding, according to the customer's need, deposits or renewal term deposits pending their allocation to the acquisition of financial instruments or restitution; the disclosure shall also include the periodic aggregate amount, expressed in euro, to which these agreements relate.

- c. mortgages whether over real estate or movables, whatever the description or form, granted to a natural person acting primarily for a purpose which may be regarded as unrelated to their commercial, professional or artisanal business activities;
 - d. instalment loan agreements, namely any agreement, whatever the description or form, under which a loan is granted to a natural person acting primarily for a purpose which may be regarded as unrelated to their commercial, professional or artisanal business activities, and according to which a sum of money or other means of payment is made available to the borrower, who undertakes to repay the loan by periodic payments;
 - e. the opening of credit, namely any agreement, whatever the description or form, under which a loan is granted to a natural person acting primarily for a purpose which may be regarded as unrelated to their commercial, professional or small business activities, and according to which an authority to buy, a sum of money or another means of payment is made available to the recipient of the credit, who may use this by carrying out one or more drawdowns on the credit, in particular using a payment instrument or in any other way, and who undertakes to make repayments according to the terms and conditions agreed;
 - f. any agreement, other than those referred to in points b. to e. above, under which the Bank makes funds available to a natural person or legal entity, including an unauthorised overdraft on an account, or undertakes to make funds available to a company on the condition that such funds are repaid at term, or stands guarantor for a company;
 - g. along with any other agreement or transaction to be communicated according to the regulations in force.
- With regard to data related to the holder, joint holder or attorney-in-fact of an account: 10 years from the end of the calendar year during which the Bank communicated cessation of this status to the CPC;
 - With regard to data related to the existence of a financial transaction involving cash, whether carried out by the customer or by a natural person paying or receiving the cash on the customer's behalf: 10 years from the end of the calendar year during which the Bank communicated the existence of such financial transaction to the CPC;
 - With regard to data related to the existence of a contractual relationship as referred to in [Article 8.2, paragraph 1, 4.](#): 10 years from the end of the calendar year during which the Bank communicated to the CPC cessation of the contractual relationship concerning the category of financial contracts concerned;
 - With regard to data on the periodic balance of accounts or the periodic aggregate amount of agreements on investment or ancillary services: 10 years from the end of the calendar year to which such data relates;
 - With regard to data related to the identification of the customer or an attorney-in-fact: up to the end of the last calendar year of an uninterrupted period of 10 calendar years during which no data indicating the existence of an account, a financial transaction involving cash or a contractual relationship concerning one of the categories of financial contracts referred to in [Article 8.2, paragraph 1, 4.](#) is registered with the CPC in connection with the data subject.

These data are saved by the CPC and retained for a period of 10 years.

For the following data, the starting point of this period is determined as follows:

The data subject (customer, attorney-in-fact) has the right to consult any data held in their name by the CPC at the National Bank of Belgium (boulevard de Berlaimont 14, 1000 Brussels). The data subject (customer, attorney-in-fact) has the right to ask, through the Bank, that any inaccurate data registered to their name by the CPC be corrected or deleted.

The data communicated to the CPC may inter alia, be used in connection with a tax investigation, the search for infringements subject to criminal



sanctions and the prevention of money laundering and financing of terrorism and serious crime, in compliance with the conditions laid down by law.

The National Bank shall retain any such requests for information that it may receive for 5 years.

8.3. Communication to the Corporate Credit Register

In accordance with the law of 28 November 2021 on the organisation of a Corporate Credit Register, certain data relating to professional credit agreements (including unauthorised overdraft facilities on an account) as well as data relating to protection (insurance, securities, etc.) against credit incidents and the contracting parties must be communicated by the Bank to the Corporate Credit Register (hereinafter referred to as the "Register"), managed by the National Bank of Belgium (contact details of the Data Protection Officer: Boulevard de Berlaimont 14, 1000 Brussels - dataprotection@nbb.be).

On the basis of this law, such data (including payment defaults) are recorded in order to provide credit institutions and leasing companies with information enabling them to correctly assess the risks related to their debtors. The law also aims, through this registration, to provide the National Bank of Belgium, in its role as a supervisory authority, with the data necessary for a proper assessment of the risks borne by the financial sector, as well as for its scientific or statistical activities or for other activities carried out in accordance with its organic law, including monetary and other policy.

To the extent permitted by Article 11 of the law, any registered person has a right of access to the data held in their name in the Register and a right to rectify any such data which is incorrect. The Bank's purely internal data held in the Register, as defined by regulation, falls outside the scope of these access and rectification rights.

A natural person whose data is recorded in the Register has the right to lodge a complaint with the Data Protection Authority.

In accordance with Article 12 of the law, data relating to a counterparty are preserved:

- for consultation by credit institutions and leasing companies, for up to two years from the end of the last contract and protection to which that counterparty is linked;
- for scientific or statistical activities of the National Bank of Belgium or for other activities carried out in accordance with its organic law, for up to 30 years after the end of the last contract and protection to which that counterparty is linked.

8.4. Registration in the ENR file

Under an agreement concluded between the Bank and the National Bank of Belgium to combat over indebtedness, the Bank is obliged to declare payment defaults (including unauthorised overdrafts) arising under credit agreements and other financial commitments not governed by Book VII of the Code of Economic Law, entered into by natural persons for private or professional purposes, in the file of unregulated registrations (ENR) held with the National Bank of Belgium.

Article 9 - Processing of Personal Data

The Bank processes all personal data in accordance with the Privacy Notice of the Bank, available at www.hellobank.be, as well as in all branches.

The Privacy Notice provides natural persons whose personal data are processed by the Bank with all legally required information regarding the personal data the Bank processes about them, the reasons for which their personal data are processed and their rights in relation to such processing.

When customers communicate personal data to the Bank relating to natural persons (e.g. family members, relatives, representatives, employees, or Ultimate Beneficiary Owners), they must inform these persons about the Privacy Notice and any updates thereto.

The Privacy Notice is subject to amendments in accordance with the rules set out therein.



Article 10 - Powers of Attorney

The Bank makes forms for granting private power of attorney to third parties available to customers. The power of attorney can also be granted using any other technical means made available by the Bank via any remote banking channel available to the Customer. If a power of attorney is granted by other means, the Bank may refuse to carry out the instructions of the attorney-in-fact.

Power of attorney forms must be filed with and are held at the Bank.

Subject to express limitation(s), these documents authorise the attorney-in-fact to perform both deeds of administration and deeds of disposal, including deeds for which the attorney-in fact is the counterparty, even where these documents have been drafted in general terms.

The Bank generally may refuse to recognise a power of attorney, without prior notification or notice of default, where there are good grounds for so doing. This will be the case, among others, where the attorney-in-fact fails to comply with the rules resulting from the application of the legislation on the prevention of money laundering and financing of terrorism, in particular as regards the identification of customers and customer acceptance policy.

The attorney-in-fact is personally liable for returning to the Bank all assets unduly disbursed on their instructions as a consequence of their exceeding the limits of their power of attorney. Where applicable, this obligation to make repayment is joint and several.

The principal may revoke a power of attorney that he has granted and that has been accepted by the Bank in writing by letter sent by recorded delivery to, or deposited against receipt at, the branch of the Bank where their account is held.

The power of attorney can also be revoked using any other technical means made available by the Bank via any remote banking channel available to the principal.

The attorney-in-fact may identically and under the same terms and conditions renounce the power of attorney he or she was granted and which the Bank had accepted.

The Bank will take into account the revocation of or renunciation to a power of attorney as quickly as possible and in any event from the third bank business day following receipt of notice of revocation or renunciation.

If there is more than one principal, each of them may revoke the power of attorney.

If the power of attorney ends as a consequence of the death or insolvency of the principal or attorney-in-fact or as a consequence of a similar occurrence (including the legal incapacity, bankruptcy or winding-up of either of these parties), the Bank shall take this into account as quickly as possible and in any event from the third bank business day after it is informed of the occurrence.

If the principal is a legal person that has transferred all or some of its assets to another legal person pursuant to a transaction involving ipso jure full transfer of the assets (as, for instance, in the case of merger or spin-off), the Bank is entitled – but not obliged – to act upon the instructions of the former principals until such time as the legal person that is the beneficiary of this full transfer has revoked the powers or attorney or appointed new attorneys-in-fact.

After termination of the power of attorney, the former attorney-in-fact shall retain the right to request all information about the transactions performed during the term of their power of attorney.

Article 11 - Orders Submitted to the Bank

The customer must give their orders using the procedures made available or approved by the Bank; these are, where applicable, governed by special agreements.

In any case, the Bank reserves the right, when it deems it advisable or necessary, to ask the customer to confirm in writing, whether by letter, e-mail or any other form of electronic messaging system, orders or requests which it may receive. The Bank may as a consequence suspend the execution of such order or request pending receipt of such confirmation.

Print-outs by the Bank of e-mail messages and of messages sent by any other electronic messaging



system shall have the same evidential value as a paper document and shall be deemed to be originals.

Any loss or damage arising from fraud or error in respect of orders and requests confirmed by e-mail or any other electronic message system shall be borne by the Customer, unless the Customer produces evidence of fraud or gross negligence on the part of the Bank.

All orders submitted to the Bank must clearly state the purpose of the transaction and the terms under which it is to be carried out.

The Bank reserves the right not to carry out imprecise or incomplete orders or instructions. However, if the Bank believes that it can rectify the data, it may carry out the orders or instructions concerned, but shall not be liable for any error or delay resulting from the fact that they are imprecise or incomplete, except in the event of fraud or gross negligence on its part.

Since, for technical reasons, orders are mainly processed on the basis of account numbers, customers must give the full account numbers on all orders.

The Bank is not obliged to verify the identity of the principal or beneficiary against the account numbers given as being the accounts to be debited or credited.

Article 12 - Order Execution by the Bank

The Bank shall use its best endeavours to expedite the execution of its customers' orders.

It is stipulated that the products and services subscribed to must be used in accordance with their intended purpose and that, unless there is a specific legal framework or specific agreement, orders given by a customer are made on its own behalf and not on behalf of third parties.

The Bank reserves the right to postpone, suspend or refuse a customer order in the event of (suspected) fraud, wrongdoing (in particular, tax evasion), criminal and/or illegal acts or complicity in such acts, or at the request of a competent authority. If the transaction has been executed, the Bank shall have the right, for the same reasons, to reverse it.

Customers may issue the Bank with strict instructions for executing their orders. The Bank may refuse to execute orders if such instructions prove impossible to follow or are too complicated or costly. In the absence of specific instructions, the Bank will execute the orders in the manner that is most advantageous to the customer.

The Bank is entitled, inter alia, to call upon Belgian or foreign third parties to execute orders received by the Bank whenever it deems this to be useful or necessary. In that event, the Bank shall be liable for the selection of the third party intermediary concerned but not for the execution of the order by any such third party.

Unless agreed otherwise, all collection transactions of which the outcome is not known at the time of booking shall be effected 'subject to final collection', even if this phrase is not expressly included on the document supplied to the customer when the transaction is carried out. If the amount concerned is not actually collected, the Bank shall automatically reverse the booking, without prior notice to this effect being required.

More generally, the Bank may automatically rectify errors or mistakes by its departments, by institutions acting on its behalf or by other banks.

When the Bank receives or sends any documents whatsoever on behalf of a customer, it checks them thoroughly. However, it is not liable for its check of the authenticity, validity, translation or interpretation of such documents, other than in the event of fraud or gross negligence on its part. More specifically, the customer's signature given on orders submitted to the Bank is compared with the specimen signature deposited with the Bank. The Bank cannot be held liable at all for the authenticity of the customer's signature other than in the event of proven fraud or gross negligence on its part in verifying that the signature tallies with the specimen signature on record.

The Bank is not required to provide customers with proof of orders which they have submitted to the Bank, except where it is under a statutory obligation to do so.

In the case of manual, electronic, national, cross-border or international transfers of funds or



securities, the Bank is entitled to systematically notify, on its own initiative or on request, either the payee's bank or the payee himself if the amount is to be credited to an account opened with the Bank, of the first and last names, account number, address, place and date of birth of the instructing party or any other data that makes possible their identification.

This also applies when the payee's bank is established in a Member State of the European Union.

Article 13 - Dispatch and Transport of Documents and Assets

Insofar as the law permits physical delivery, all securities, documents and other assets dispatched to or by the Bank are transported at the expense and risk of the customer, barring statutory provisions to the contrary.

All risks in respect of collections from or deliveries to their home by the Bank are likewise borne by the customer.

This applies, inter alia, to commercial paper, bills of lading, insurance policies, invoices and securities that are the subject of stock exchange transactions, subscriptions and collections.

The Bank is not obliged to hold assets, securities or other documents entrusted to it in the place where they are deposited. It may hold them in any other place, depending on the requirements of its organisation or any other circumstances.

Article 14 - Termination of the Banking Relationship

The customer and the Bank may terminate their banking relationship at any time by mutual agreement.

Either the customer or the Bank may, at any time, and without giving any reason (to the extent permitted by law) terminate some or all of the agreements concluded between them for an indefinite term by providing the other party with one month's notice, starting from the date of such notification.

A two-month prior notice is however required for unilateral termination by the Bank of an agreement

relating to a payment service or to a payment or regulated savings account (as defined by tax legislation).

Where one party fails to perform an obligation or commits a breach of trust, the other party (the Bank or the customer, as the case may be) may terminate, by letter with recorded delivery, with immediate effect, any agreement between the parties, without prior notice of default being served, provided the terminating party gives the reason for the immediate termination in the letter of termination. The Bank has the same right when the continuation of a service or the execution of transactions contravenes a Belgian or foreign legal or regulatory provision applicable to the Bank and/or the customer.

The certificate of posting serves as sufficient proof of dispatch of the recorded-delivery letter. The party receiving notice of termination may claim from the other party compensation for any proven loss or damage not covered by any period of prior notice.

Fees and commissions charged in advance are repaid to customers on a prorata temporis basis.

Article 15 - Death

The Bank shall be notified as soon as possible of the death of a customer or their spouse. If such notification is given orally, it must be confirmed in writing.

From the date of receipt of such written notification the Bank shall ensure that no transactions whatsoever involving the assets of the estate are performed by the joint account holders or attorneys-in-fact.

The credit balances which the Bank holds in the name of the deceased will be released in favour of the heirs and/or successors in title on production of official documents establishing verification of the legal heirs, along with any document required by law and/or which the Bank deems necessary.

The Bank will check these documents carefully, but shall only be liable in the event of gross negligence on its part in checking the authenticity, validity, translation or interpretation of such documents, especially when this involves documents coming from abroad.

Any transaction involving the assets held by the Bank in the name of the deceased or their spouse, and access to the safe-deposit box rented in the name of either the deceased or their spouse, may be subject



to the agreement of all those entitled, by law or under the terms of the will, to assets of the estate.

The Bank shall provide information about the assets of the deceased or about the safe-deposit boxes rented by the deceased only insofar as this is compatible with its duty of professional secrecy. Provision of this information is subject to payment of the search fees.

Except where instructions to the contrary are given by the deceased's assigns, the Bank shall send correspondence about the assets which it holds in the name of the deceased to the last address notified to the Bank by the deceased.

However, the Bank may also send such correspondence to any of the assigns, the notary or any other person responsible for looking after the interests of the assigns. The Bank is entitled to remuneration in line with the prevailing list of charges for the tasks it performs in the preliminaries to settlement of the estate or in transferring assets which it holds for the estate. All assigns are jointly and severally liable to the Bank for the payment of such remuneration.

Unless otherwise agreed, the customer, who is entitled to a contractual right of reversion relating to assets held by the Bank in the name of the deceased, authorises the Bank to release these assets to the heirs and/or entitled persons of the deceased. In such a case, the customer shall directly claim its right of reversion towards the heirs and/or entitled persons of the deceased.

Article 16 - Customers' Duty of Care – Security

Customers shall keep, with all due care, the documents, forms and payment instruments they receive in the course of their banking relationship with the Bank and shall be liable for all consequences of their loss, theft or fraudulent use, other than in the event of fraud or gross negligence on the part of the Bank.

For security reasons, customers should not put valuables in the ordinary letter box of one of the Bank's buildings. If they do so, the Bank shall not be liable for the valuables concerned.

Customers must, without prejudice to any other notification requirement laid down in [Appendix 1](#) to these Terms and Conditions or in any special agreement, inform the Bank without delay of anything which might result in the fraudulent use of their accounts and/or payment instruments. It follows that the Bank shall be immediately informed of the loss, theft or fraudulent use of cheques and/or payment instruments. The Bank shall also be immediately notified in the event of loss or theft of an identity card.

Article 17 - Liability of the Bank

Without prejudice to the provisions of [Article 44](#) of these Terms and Conditions, the Bank shall be liable only for its fraud and for each gross negligence committed in the framework of its professional activities by the Bank or its employees.

Moreover, and without prejudice to the provisions of [Article 44](#) of these Terms and Conditions, the Bank shall be liable only for the direct consequences of its gross negligence. Consequently, it is not liable for any resultant indirect loss or damage, including – inter alia – any loss or damage of the customer of a business, financial, commercial or other nature, such as loss of earnings, higher overheads, disruption of schedules and loss of profit, reputation, customers or anticipated savings.

In any event, the Bank shall never be liable, under any circumstances, for loss or damage resulting directly or indirectly from force majeure or measures taken by Belgian or foreign authorities.

Consequently, the Bank shall not be liable for any adverse consequences of, inter alia:

- fire or flood;
- strikes by bank staff;
- transactions carried out on the instructions of persons with de facto power in the event of war, disturbances, riots or occupation of territory by foreign or illegal forces;
- its computer systems being out of service – even temporarily – for any reason whatsoever, and the destruction or deletion of data stored in those systems;



- mistakes by or interruptions of the activities of Belgian or foreign postal services, companies that provide telephone or electronic services or companies that provide private transport.

Article 18 - Protection of deposits and of financial instruments

In accordance with statutory requirements, the Bank is a member of the Belgian deposit guarantee system ('le Fonds de garantie pour les services financiers'/'het Garantiefonds voor financiële diensten', hereafter 'the Fund').

The Fund ensures, to a certain extent, the protection of cash deposits (including deposit bonds – 'bons de caisse'/'kasbons') held by the Bank should the Bank default (within the meaning of applicable law).

Where the Fund should intervene, the calculation of the repayable amount will take into account the liabilities of the depositor, as defined by Royal Decree of 16 March 2009.

A detailed description of the conditions for the Fund's intervention and of other applicable rules is available at <https://www.fondsdegarantie.belgium.be/en>.

As required by law, the Bank is also a member of the Belgian protection scheme for deposits and financial instruments ('Fonds de protection des dépôts et instruments financiers'/'Bescherminingsfonds voor deposito's en financiële instrumenten', hereafter 'the Protection fund').

The Protection fund ensures, to a certain extent, the protection of financial instruments deposited with the Bank should the Bank default (within the meaning of applicable law).

A detailed description of the conditions for the Protection fund's intervention and of other applicable rules is available at <https://fondsdegarantie.belgium.be/en>.

A detailed information document is also available at www.hellobank.be, as well as in all branches.

Article 19 - Embargoes/Compliance policies/Duty of care

19.1

For the purpose of this article, "**Sanctions**" means any financial, economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the European Union, Belgium, the United Nations Security Council, the Office of Foreign Assets Control (OFAC) and/or the U.S. Department of State or any other relevant sanctions authority.

19.2

The Customer, where it is a legal entity, represents and warrants to and for the benefit of the Bank that:

- neither it nor any of its subsidiaries, directors or officers, nor, to the best of its knowledge, any of its affiliates, agents or employees, has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction;
- neither it, nor any of its subsidiaries, directors or officers, nor, to the best of its knowledge, any of its affiliates, agents or employees, is an individual or entity (a "Person"), that is, or is owned or controlled by Persons that are (i) the target of any Sanctions (a "Sanctioned Person") or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a "Sanctioned Country").

19.3

The Customer, where it is a legal entity, specifically undertakes and warrants that it will not directly or indirectly, use the proceeds of any payment or collections or lend, contribute or otherwise make available any monies to any subsidiary, joint venture partner or any other Person: (i) to fund any activities or business of or with any Person, or in any country or territory, that is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any Person.



19.4

When analysing and processing transactions entrusted to it, the Bank takes into account the above-mentioned Sanctions. In addition, the nature, subject, context, terms and conditions and, more generally, the circumstances of a transaction should comply, in the opinion of the Bank, with the Bank's policies in respect of these Sanctions, anti-money laundering, and social, environmental or ethical responsibility.

For this purpose, the Bank makes use of automatic transaction filtering systems.

Without prejudice to [Article 12](#), the Bank reserves the right not to execute or to postpone the execution of a transaction when (i) it could contravene the aforementioned Sanctions and policies or (ii) the automatic transaction filtering systems block this transaction.

The customer undertakes to provide the Bank with any document and/or information which the Bank deems useful to ascertain whether a transaction conforms to the said Sanctions and policies. Failing this, the Bank will not be able to execute the above-mentioned transaction.

If the customer has doubts whether a planned transaction would be compliant or not with any Sanctions or with the Bank's policies, the customer is invited to contact the Bank prior to instructing the Bank regarding the transaction.

19.5

The Bank conducts its business based on a set of values and guidelines which reflect its commitments with respect to Human Rights, fundamental freedoms and the environment. The Bank wishes to engage with customers whose business practices demonstrate a high level of governance and accountability in this respect. These principles are reflected in the BNP Paribas Charter for Responsible Business Principles available at the following link: https://group.bnpparibas/uploads/file/bnpp_responsible_business_principles_ven.pdf.

The customer, where it is a legal entity, confirms that it agrees with these principles and conducts its business in a manner that is consistent with these principles.

Article 20 - Securities and other protective measures

20.1. One overall relationship

All banking transactions between the Bank and the customer are carried out as part of an overall business relationship between the two parties. As a result, all transactions between a customer and the Bank are interrelated.

20.2. Set-off

Subject to statutory provisions to the contrary, the Bank may, at any time, set off against each other mutual claims and debts that exist between the Bank and a customer, even after a situation of composition with creditors has surfaced for any reason whatsoever such as composition following the bankruptcy of the customer.

This set-off may be undertaken irrespective of the form and subject of the claims and debts, irrespective of the currency or unit of account and irrespective of whether or not the mutual claims and debts are due and payable. It may even occur if the customer is not the sole holder of the claim and/ or debt, as, for example, in the case of an account of which the customer is a joint holder.

If there are two or more mutual claims and debts, the set-off shall occur first and foremost in respect of the unsecured portion of the debts and, within these debts, first in respect of fees, then late interest, then interest, and finally the principal; thereafter, the set-off shall occur in respect of the secured portion of the debts and, within these debts, first in respect of fees, then late interest, then interest, and finally the principal.

Where applicable, the credit balances in foreign currency shall be converted to euros at the exchange rate applying on the bank business day on which the set-off occurs.

Customers are naturally always entitled to oppose the existence of a legal set-off in relation to the Bank.



20.3. General pledge - general assignment of claims

20.3.1.

Subject to specific legal provisions and as security for the repayment of any sums which might be due to the Bank by the customer either alone or jointly with one or more third parties, as a result of any present and/or future claims, for any reason whatsoever, or as a result of any guarantees and/or securities issued or to be issued in favour of the Bank:

- the customer pledges in favour of the Bank all financial instruments and cash which are held in its name or for its account with the Bank;
- the customer assigns to the Bank all its present and future claims against the Bank (other than those mentioned above) and against third parties, for any reason whatsoever, including amongst others trade receivables and other receivables against customers, claims for performance and services, claims relating to the proceeds of movable assets or real estate, claims against credit institutions or other financial institutions, claims in respect of damages, pensions, insurance benefits, social security allowances, or claims against the government under tax regulations.

20.3.2.

The Bank is entitled to notify the assignment to the debtors of the assigned claims at any time, and to do everything to render the assignment opposable to third parties, and to charge the costs thereof to the customer.

The customer undertakes to provide the Bank with all information and documents relating to these claims, whenever the Bank requests so. The customer authorises the Bank to gather such information or documents from the third-party debtors of assigned claims.

The Bank has the right to execute the pledge and the assigned claims according to the applicable law and to use the proceeds for the repayment of the sums due to the Bank as mentioned above.

20.4. Exception of non-performance

The Bank may refuse to return to the customer, including in the event of a partial or total termination of the relationship, the sums, securities or assets which it holds on their behalf, for so long as the customer remains liable for the repayment of any sum whatsoever, including in particular charges or taxes, resulting from their relationship with the Bank.

Any restitution shall be made without prejudice to the Bank's rights in respect of any sums still owed by the customer.

20.5. Provision Rights

In order to cover the repayment of any sums owed by the customer (particularly in tax matters), the Bank reserves the right to make the customer's accounts unavailable up to the amount required to constitute a provision.

Upon the obligations covered by this provision becoming due, the Bank shall be entitled to use the amount of this provision to settle them.

20.6. Blocking Rights

The Bank is entitled to make all or part of a customer's assets unavailable, for a given period and for just cause, in order to safeguard its rights or those of third parties, in particular in response to a request from a competent authority.

Article 21 - Information – Complaints

Customers wishing to obtain information on their banking relationship with the Bank are asked to contact their branch or call +32 2 433 41 45.

Complaints may be addressed to the Bank via the customer's local branch, via Easy Banking Phone or by using the form provided via Easy Banking Web or the App and the Bank's website.

In the case of disagreement with the Bank's proposed solution, the customer may contact the Bank's Complaints Management Service by writing to:

BNP Paribas Fortis SA/NV
Complaints Management Service
Montagne du Parc/ Warandeborg 3



1000 Brussels
Tel +32 2 228 72 18
Fax +32 2 228 72 00
Email: gestiondesplaintes@bnpparibasfortis.com
or by using the online form available at
www.hellobank.be > Complaints > online
declaration form.

The customer consents to the Bank answering complaints on paper or by means of any other durable medium, including by means of electronic mail, addressed to the postal or electronic address registered in the Bank's records.

Should the customer be dissatisfied with the Complaints Management Service's proposed solution, an out of court settlement procedure may be initiated by contacting the following qualified entity:

- **For a banking product**

OMBUDSFIN – Ombudsman in Financial Matters
by standard post addressed to:
North Gate II
Boulevard du Roi Albert II/Koning Albert II laan,
8, box 2
1000 Brussels
Tel +32 2 545 77 70
ombudsman@ombudsfjin.be
or by using the online form available at
www.ombudsfjin.be > introduce a complaint

- **For an insurance product**

Ombudsman des Assurances – Ombudsman van Verzekeringen by standard post addressed to:
Square de Meeûs/De Meussquare, 35
1000 Brussels
Tel +32 2 547 58 71
info@ombudsman.as
or by using the online form available at
www.ombudsman.as > Introduire une plainte

These websites provide the terms and conditions for initiating such an out of court dispute settlement procedure, depending on whether the customer is a consumer or not.

If necessary, the customer may also make a complaint about a payment service to the
Federal Public Service Economy
Directorate-General for Economic Inspection
via the online form available at:
<http://economie.fgov.be>

The customer's right to pursue other legal remedies is not affected by initiating an out of court dispute settlement procedure as referred to above.

Article 22 - Evidence

22.1. General

Without prejudice to any mandatory legal or public policy provisions which provide otherwise in terms of specific evidentiary rules, the Bank may rely on its own accounting records as evidence vis-à-vis its customers.

The Bank may submit evidence of a legal act by producing a copy or reproduction of the original



document, irrespective of the nature or value of the act.

Evidence of any act entered into via a technical process, including any remote banking channel, may be supplied via such technical process.

Unless the customer, acting in the capacity of a consumer, provides evidence to the contrary, a copy or reproduction shall have the same probative force and effect as the original.

The copy or reproduction may be constituted in a different form to the original act as a result of the use of a technical process.

22.2. Authentication and/or electronic signature procedures

22.2.1.

Only the authentication and/or electronic signature procedures made available to the customer (or their representative) by the Bank or accepted by the Bank are authorised.

22.2.2.

The use of any electronic signature procedure referred to in [Article 22.2.1](#) shall have the value of a signature within the meaning of the law.

This signature constitutes proof of the identity of the signatory and of the signatory's (or the person they represent) intention to adhere to the content of the act performed by that signature, of the conformity of the act thus executed and the act received by the Bank and the acknowledgement to be bound by it, without prejudice to the right of the customer, acting as a consumer, to provide proof to the contrary if they allege an error or irregularity.

22.2.3.

When the Bank accepts the use of an authentication and/or electronic signature procedure provided by a third party, the customer undertakes to

- notify the Bank of any fact that may affect the validity of the authentication or signature procedure used;
- compensate the Bank for any direct or indirect loss it may incur in the event of the invalidity of such a procedure;

- re-sign in a legally binding manner the document concerned at their own expense in the event of the invalidity of the electronic signature procedure used.

Article 23 - Applicable Law – Jurisdiction – Prescription

Relations between the Bank and its customer are governed by Belgian law, which shall therefore be applicable to any disputes which may arise between them in the course of such banking relationship.

However, to the extent the customer, acting in the capacity of a consumer, is resident in a country of the European Union other than Belgium and enters into an agreement relating to an activity carried out by the Bank in such country, the application of Belgian law to such agreement shall not deprive the customer of the protection afforded to it by the provisions of the law of the customer's country of habitual residence that are mandatory pursuant to such law.

Without prejudice to any statutory or contractual provisions providing for a shorter time limit and/or a specific starting point, any proceedings against the Bank must be brought within 3 years. This time limit shall run from the date of the event giving rise to the dispute.

Without prejudice to [Article 21](#), the courts of Belgium shall have sole jurisdiction in settling disputes between the Bank and customer in the context of their relationship.



Chapter 2 - Accounts

A. General points

Article 24

24.1

The Bank opens for its customers sight deposit accounts and term deposit accounts in euros or foreign currency.

24.2

It also opens regulated (within the meaning of tax regulations) and non-regulated savings accounts for them in euros.

24.3

The Bank may also open other accounts and offer other financial services which are also governed by the Terms and Conditions, except in the event of specific provisions to the contrary.

24.4

In the absence of an agreement to the contrary, all accounts opened by the Bank produce debit and/or credit interest, calculated on the positions at the value date.

All charges (such as account management fees, deposit charges,...), value dates, interest and reference exchange rates as well as their terms and conditions are specified in the Bank's List of fees applying to the customer for financial services, which forms an integral part of these Terms and Conditions or, failing that, in an individual contract between the Bank and the customer.

Customers may obtain a leaflet containing the List of fees on request and free of charge from the Bank's branches.

24.5

The Bank may take into account the existence of a right of usufruct on account assets.

The Bank reserves the right to request any probative documents evidencing such right of usufruct and/or the express confirmation of the usufructuaries and bare owners that the opening of the accounts subject to such right of usufruct results from the prior subdivision of proprietary rights between them by virtue of the law or of legal act(s) established directly between them.

Notwithstanding [Article 17](#) of these Terms and Conditions, usufructuaries and bare owners shall bear all of the legal and fiscal consequences of the usufruct and the Bank shall bear no responsibility in relation thereto.

Without prejudice to any powers of attorney conferred on an account subject to the right of usufruct, any operations thereunder shall require the consent of all usufructuaries and bare owners.

All recurring revenue, for example interest payments, for the benefit of the usufructuaries shall, for the duration of the right of usufruct, be credited to a separate account opened in the name of the usufructuaries. In the absence of such an account, the Bank reserves the right to credit the revenue to the account subject to a right of usufruct. In such case, the usufructuaries and bare owners shall be personally responsible for the apportionment of the revenues between them. Should the right of usufruct cease in whole or in part, the Bank reserves the right not to distribute the recurring revenues pro rata. In such case the bare owners, the usufructuaries and, as applicable their heirs, shall settle this issue amongst themselves.

Article 25

If an account is opened in the name of joint holders, those holders shall be jointly and severally liable for all transactions carried out on the account, for



repayment of any amounts overdrawn and for all charges and taxes related to this account.

When an account in the name of joint holders is closed, the assets shall be deemed to belong to each joint holder in equal shares. The closure of a joint account does not terminate the joint and several liability of the joint holders.

In the case of any disagreement between joint holders concerning their authority on the account, notably when they represent an unincorporated joint venture or a company without legal personality, the Bank reserves the right to suspend use of the account until an arrangement is reached between them and communicated to the Bank.

Article 26

For evident security reasons, the Bank cannot constantly hold large quantities of banknotes at its branches.

Other than in the event of more stringent statutory provisions, the Bank is therefore entitled to require customers who wish to withdraw more than EUR 5,000 to give two bank business days' notice.

Article 27

Accounts in foreign currency may be subject to special terms and conditions.

The counter value of a customer's assets in foreign currency is held by the Bank with its correspondents in the country of the currency in question. In consequence, all tax or other provisions in the country of the currency in which the account is held and any measures taken by the authorities of that country are applicable by operation of law to such accounts and the Bank cannot therefore be held liable if such provisions or measures have adverse consequences for the customer.

Holders of accounts in foreign currency cannot oblige the Bank to arrange for their withdrawals to be made in foreign banknotes or coins.

Article 28

Cash deposits can be made in different ways (over the counter payments, via an ATM, etc.)

However, the Bank reserves the right to refuse such a deposit without justification. Equally, it may set limits per transaction, type of account or type of deposit method used.

Customers are entitled to demand a receipt for all deposits.

Any deposits, transfers or remittances to a correspondent of the Bank in favour of an account holder are definitively booked to the holder's account only when the Bank is actually in receipt of the funds transferred by the correspondent, even if the Bank has received a transaction notice from the correspondent.

In the absence of instructions to the contrary, deposits, transfers and remittances in foreign currency in favour of customers are booked to the account held in the currency concerned. If no such account exists, and in the absence of any instructions from the customer, the amount shall be converted into euros and booked to the account in euros after deduction of the exchange costs.

Article 29

Debits or credits booked to an account are confirmed by account statements.

Customers must immediately inform the Bank in writing of any errors they discover on documents supplied by the Bank in any form whatsoever (i.e. account statements, overviews, agreement forms etc.).

Subject to the applicability of longer deadlines specified in [Articles 43](#) and [48.4](#) of these Terms and Conditions, if any, if customers do not object immediately, and, in any event, within 60 calendar days of the date on which the documents are dispatched or made available, the documents shall be deemed to have been approved by the customer and any undisputed transaction shall be deemed to be correct and exact.



Article 30

All accounts opened by the Bank for one and the same holder shall be deemed to be part of a single, indivisible account, regardless of the nature of the accounts, the terms and conditions on which and the place where they are held and the currency in which they are held.

Consequently, the Bank has the right, without any obligation on its part other than that of notifying customers to this effect, to perform the accounting transactions required in order to determine the final balance of this account on the basis of the debit and credit balances of the various component parts that together form this account. This single final balance determines the holder's account status. Where applicable, assets in foreign currency are converted into euros on the basis of the exchange rate applying on the bank business day on which the final balance is determined.

Customers may, naturally, make transfers from one account to the other by means of transfer orders.

Accounts which must remain separate by law, under a court order or under a special agreement between the Bank and the account holder shall not be included in the above-mentioned single account.

B. Sight Deposit Accounts

Article 31

31.1

Subject to any special agreement, each account must be kept in credit at all times. The Bank may therefore refuse to execute or postpone the execution of orders for which there are not sufficient covering funds in the account. Orders will never be executed in part.

Any tolerance of the Bank in respect of a debit balance or overdraft in excess of the agreed limit, even if this is renewed more than once, may never be construed as constituting a right to maintain or renew such consent.

31.2

Where amounts are to be transferred to the account of a customer held with another financial institution, it is standard practice for the Bank to credit these amounts to the account of this customer held at the Bank. The customer authorises the Bank to inform the principals of these transfer orders of amounts credited to an account with the Bank.

However, a customer may, at any time, request the Bank, by registered letter, with or without proof of receipt, sent to the branch where their account is held or their usual contact, to derogate from this standard practice. The Bank shall take into account such request as soon as possible, and in any event within seven bank business days of receipt of the written request.

Furthermore, the customer agrees, insofar as is necessary, that transfer orders that the customer submits to the Bank himself for execution in favour of accounts of third parties with other financial institutions may be credited to an account in the name of that third-party beneficiary with the Bank.

C. Term Deposit Accounts

Article 32

32.1

The Bank may accept term deposits in euros or foreign currency. These investments are put into one or more term deposit accounts.

32.2

The conditions – for example, the interest rate, the term, the account into which the capital and interest must be paid on the due date and the terms of any renewal of the investment – are determined when the agreement is concluded.

If so agreed upon entering the agreement, the term deposit shall not be renewed on the due date, and the Bank shall pay the capital and the accrued interests into the account(s) specified by the customer.



If so agreed upon entering the agreement or in the absence of provision in this respect, the term deposit shall be renewed on the due date for the same term and subject to the interest rate conditions and charges that are applicable upon renewal.

However, where such a term deposit term is no longer included in the Bank's offering at the time of renewal, the term deposit shall not be renewed and the Bank shall pay the capital and accrued interest into the account(s) specified by the customer.

The Bank shall in any event inform the customer, before the due date, in an advice sent with the customer's account statements, of the next due date of their term deposit and of what will happen to the capital and the accrued interest on the due date of the term deposit.

32.3

The customer may alter their decision to renew the term deposit on the due date and instead request that their term deposit not be renewed on the due date.

The customer shall give the Bank their new order:

- at least one bank business day before the due date of the term deposit in the case of a deposit in euros;
- at least three bank business days before the due date of the term deposit in the case of a deposit in foreign currency.

The order shall also specify to which account(s) the capital and accrued interest of the term deposit should be credited.

32.4

The customer may not demand the reimbursement of the deposited capital, in whole or in part, prior to the due date of the term deposit.

Article 33

33.1

Term deposits require a minimum investment. The amount of this investment is set by the Bank

and specified in the List of Fees for products and financial services.

The Bank may alter this minimum amount for new term deposits, but this does not have any impact on existing term deposits.

33.2

Without prejudice to [Article 32.2, third paragraph](#), of these Terms and Conditions, the interest rate of a term deposit shall remain unchanged throughout the entire term of the deposit.

Unless otherwise agreed, the interest accruing on a term deposit with a term of 12 months or less shall be paid on the due date of the agreed term and credited to the term deposit account.

Unless otherwise agreed, the interest accruing on a term deposit with a term of more than 12 months shall be paid annually if the interest period is annual, monthly if the interest period is monthly, and at three monthly intervals if the interest period is three monthly, and shall be credited to the sight deposit account of the customer. Whatever the agreed interest period, the last instalment of interest shall be paid on the final due date of the agreed term.



Chapter 3 - Payment Services

A. General

Article 34

In making payment accounts available and enabling payment transactions and the use of payment instruments, the Bank acts as the customer's payment service provider, at the latter's request, in the framework of the putting at the disposal of payment accounts and in the framework of payment transactions and use of payment instruments.

Article 35 - Disapplication of provisions

If the payment service user does not act as a consumer, the following provisions of these Terms and Conditions shall not apply: [Article 14, paragraphs 3 and 6](#), [Article 24.4., paragraphs 2 and 3](#), [Article 36, paragraphs 2 and 3](#), [Article 38.2, paragraph 2 last sentence](#), [Articles 42.1 and 42.2](#), [Article 43, last paragraph](#), [Article 44.2.1](#), and the time limit of thirteen months specified in [Article 43](#).

B. Payment Accounts

Article 36

A payment account is a sight deposit account held in the name of one or more payment service users and used for the purposes of executing payment transactions.

The Tariff (commission and charges), value dates, interest and reference exchange rates applying to a payment account are given in the Bank's List of fees for products and financial services, which are provided to the customer in accordance with [Article 24](#) of these Terms and Conditions.

Changes in the interest or exchange rates, other than as a result of a modification in the agreed reference interest or exchange rates, shall apply at

least two months after notification by the Bank to the customer of such changes. The customer will be informed that it is deemed to have agreed to such changes, in the absence of a notification to the contrary to the Bank prior to the effective date of such changes. The customer will also be informed of its right to terminate the affected account agreement, immediately and free of charges, before the effective date of these changes.

Notwithstanding paragraph 3 of this provision, any change in interest or exchange rates that are favourable to the customer shall apply immediately and without prior notice.

C. Payment Transactions

Article 37 - Definitions

Bank business day: a day on which the payment service provider of the payer or the payment service provider of the payee, involved in the execution of a payment transaction, is open for business as required for the execution of payment transactions, subject to compliance with applicable cut-off times.

BBAN: Basic Bank Account Number: a domestic bank account number (the local sub-component of the IBAN).

Consumer: a natural person who, for the purposes of the payment services offered or provided by the Bank, is acting other than in the performance of their business or professional activity.

Credit Transfer: a payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions from a payer's payment account by the payment service provider which holds the payer's payment account, based on an instruction given by the payer.

IBAN: International Bank Account Number: a uniform bank account number for international purposes.



Payee: the natural or legal person who is the intended beneficiary of the funds that are the subject of a payment transaction.

Payer: the natural or legal person who holds a payment account and allows a payment order from that payment account.

Payment instrument: any personalised device(s), and/or set of procedures, agreed between the customer and the Bank and used by the customer in order to initiate a payment order.

Payment order: any instruction by a payer or payee to their payment service provider requesting the execution of a payment transaction.

Payment service provider: a legal person that provides payment services to a payment service user.

Payment service user: the natural or legal person making use of a payment service in the capacity of either payer or payee, or both.

Payment system: a funds transfer system with formal and standardised arrangements and common rules for the processing, clearing and/or settlement of payment transactions.

Payment transaction: an act, initiated by the payer or on their behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee. A payment transaction is:

- either national (executed in euros where the payment service providers of the payer and of the payee, or the only payment service provider involved in the payment transaction, are located in Belgium);
- or cross-border (executed in euros, except in the case above, or in a currency of a member country of the European Economic Area and where the payment service providers of the payer and of the payee, or the only payment service provider involved in the payment transaction, are located in the European Economic Area);
- or international (in all other cases).

The following are not considered to be payment transactions in the meaning of this Chapter:

- payment transactions to or from accounts that are not payment accounts;

- payment transactions relating to assets' and securities' services, including distribution of dividends, income or other distribution operations, redemption and sales.

These payment transactions remain to be governed by the clauses of [Chapters 1](#) and [2](#) of these Terms and Conditions.

Reference exchange rate: the exchange rate which is used as the basis for calculating any currency exchange and which is made available by the Bank or comes from a publicly available source.

Reference interest rate: the interest rate which is used as the basis for calculating any interest to be applied and which comes from a publicly available source.

Time of receipt: the time at which a payment order, whether transmitted directly by the payer or indirectly by or through a payee, is received by the Bank acting for the payer. This moment is the starting point of the execution time of a payment transaction.

Unique identifier: combination of letters, numbers or symbols that the payment service user must provide to the Bank to identify unambiguously the other payment service user and/or their payment account for the execution of a payment transaction.

Value date: the date from which funds credited to or debited from an account start or cease to generate interest.

Article 38 - General – Provisions Common to all Payment Transactions

38.1

A payment transaction is deemed to be authorised if, prior to or after the execution of the payment order, the customer gives their consent in a written document bearing their signature that complies with the terms and conditions and procedures specified in [Articles 11](#) and [22](#) of these Terms and Conditions. The procedures set out in [Article 12](#) of these Terms and Conditions apply to verification of the customer's signature on the payment order.



The customer's consent to the execution of the payment transaction entails its explicit consent, as required under applicable legislation relating to payment services, to access, process and retain personal data necessary for the provision of the payment service.

38.2

The Bank executes payment transactions on bank business days. Additional information on these bank business days may be communicated to the customer on request.

The Bank may establish cut-off times for the receipt of payment orders and incoming payments. The cut-off times for the receipt of payment orders and incoming payments are specified in the Bank's List of Cut-off Times which forms an integral part of these Terms and Conditions. This List is available to customers in the Bank's branches.

Unless otherwise agreed, the payment orders transmitted to the Bank on a day which is not a bank business day or after the cut-off time for receipt are deemed to have been received on the next bank business day.

If funds to be credited to a customer are received by the Bank on a day which is not a bank business day or after the cut-off time for receipt, the payee's account shall be credited as soon as possible and no later than the next bank business day.

If the payment service user who initiates a payment order and the Bank agree that the execution of the payment order shall start either on a given date or at the end of a given period of time or on the date on which the payer makes the funds available to the Bank, the point in time of receipt is deemed to be the date agreed. If the date agreed is not a bank business day, the payment order is in principle deemed to have been received on the next bank business day.

38.3

Payments shall be made in the currency agreed between the parties.

38.4

A payment executed in accordance with the unique identifier shall be deemed to be correctly executed with regard to the payee specified by that unique identifier. For national, cross-border and international payment transactions, the unique identifier is the BBAN or IBAN. If the payment service user provides information in addition to the unique identifier, even if this is at the request of the Bank, the Bank is liable only for the execution of the payment transaction in accordance with the unique identifier provided by the payment service user.

The Bank is not obliged to check that the payee's identity corresponds to the unique identifier given by the payment service user.

However, in case of discrepancy, the Bank will, at the request of the Customer, make reasonable efforts to recover the funds involved in the payment transaction. This recovery may give rise to charges to be borne by the customer.

In the event that the collection of funds, as set out under the previous subparagraph, is not possible, the Bank shall provide to the customer, upon written request, all information at its disposal and that are relevant to the customer in order for him or her to file a legal claim to recover the funds.

38.5

The charges for a payment transaction are shared between the payer and payee, unless the features of the transaction are such that exceptions apply. The exceptions are listed in full detail in the List of fees.

38.6

Unless otherwise agreed, the Bank deducts its charges from the amount transferred before crediting the customer as payee. In the information given to the customer, the Bank shall indicate separately, where appropriate, the gross amount, the charges deducted and the net amount of the payment transaction.



Article 39 - Refusal

The Bank may refuse to execute a payment order if it does not meet the appropriate requirements (sufficient funds, sufficient details, etc.). Any third party involved in a payment (for example, a clearing institution, another bank or the payee's bank) may likewise refuse to execute the payment.

The Bank will, unless prohibited by law, inform the customer who initiated the transaction of any execution that is refused and, where possible, give the reason for the refusal, as well as the procedure to be followed to correct any factual mistakes that led to that refusal. This information will be communicated to the customer on paper or electronically as soon as possible and, in any event, within the time limits specified in [Article 41](#) of these Terms and Conditions. This information may give rise to charges to be paid by the customer.

Article 40 - Revocation

Any revocation of payment orders received by the Bank must be notified to the latter in a written document bearing the customer's signature no later than the bank business day before execution, unless otherwise agreed with the Bank. Any such revocation shall only take effect if the payment has not been executed in the meantime. Revocations may give rise to charges to be paid by the customer.

Article 41 - Execution Time

41.1. National and cross-border payment transactions in euros

The maximum execution time for a payment transaction initiated by the payer is one bank business day from the point in time of receipt of the order.

This period may be extended by a further bank business day for paper-initiated payment transactions.

The execution time shall be reduced to the close of business on the bank business day on which the order is received for national payment transactions initiated electronically by the payer in which the Bank acts for both the payer and the payee.

41.2. Cross-border payment transactions in the currency of a member country of the European Economic Area not denominated in euros or involving a currency conversion between the euro and a currency of a member country of the European Economic Area

The maximum execution time for a payment transaction initiated by the payee is four bank business days from the point in time of receipt of the order.

41.3. International payment transactions

The maximum execution time for a payment transaction initiated by the payer may be longer than the time spans indicated in [Articles 41.1](#) and [41.2](#) of these Terms and Conditions.

Article 42 - Information after Execution of a Payment Transaction

42.1

After the amount of an individual payment transaction is debited from the payer's account, the Bank shall make the following information available to the payer, once a month and in accordance with the terms described in [Article 3](#):

- a reference enabling the payer to identify each payment transaction and, where appropriate, information relating to the payee;
- the amount of the payment transaction in the currency in which the payer's payment account is debited or in the currency used for the payment order;
- the amount of any charges applied to the payment transaction;
- where applicable, the exchange rate applied by the Bank to the payment transaction and the amount of the payment transaction after that currency conversion;
- the value date applied in debiting the account.



42.2

After the amount of an individual payment transaction is credited to the payee's account, the Bank shall make the following information available to the payee, once a month and in accordance with the terms described in [Article 3](#):

- a reference enabling the payee to identify the payment transaction and, where appropriate, the payer, as well as any information transferred with the payment transaction;
- the amount of the payment transaction in the currency in which the payee's payment account is credited;
- the amount of any charges applied to the payment transaction;
- where applicable, the exchange rate applied to the payment transaction by the Bank and the payment transaction amount before that currency conversion.
- the value date applied in crediting the account.

The payment-transaction entries given on account statements constitute sufficient proof that this information has been provided and that the payments have been executed and booked to the account.

42.3

If the customer wishes to receive additional information or for the information to be provided more frequently or by a different means, additional charges may be applied in accordance with the List of fees.

Article 43 - Disputes

The customer must inform the Bank immediately if payment transactions are carried out without authorisation or have not been executed correctly. All disputes relating to a payment transaction executed by the Bank must be immediately done in writing and, in any event:

- within a period of sixty calendar days starting on the date on which the account statement confirming the transaction is dispatched or made available or

- in any event no more than thirteen months after the date on which the transaction was debited or credited if the user of payment services is acting in the capacity of consumer.

If notification of dispute is not made within these deadlines, the payment transaction is deemed to be correct, accurate and approved by the customer.

On receipt of this notification, the Bank shall examine the complaint and check whether it is valid.

In all disputes with a customer relating to a national or cross-border payment transaction, and without prejudice to proof to the contrary being provided by the customer, the burden of proof that the transaction in question was authenticated, accurately recorded, entered in the accounts and not affected by a technical breakdown or some other deficiency lies with the Bank.

Article 44 - Liability

44.1. Unauthorised payment transactions

In the case of an unauthorised payment transaction in which the Bank acted as the payer's bank, the Bank shall refund the amount of this transaction to the payer immediately after noting or being notified of the transaction, and in any event no later than by the end of the following business day, except where the Bank has reasonable grounds for suspecting fraud and communicates those grounds to the relevant national authority in writing. Where applicable, the Bank shall restore the debited payment account to the state in which it would have been had the unauthorised payment transaction not taken place. The credit value date for the payer's payment account is the date on which the amount has been debited. In addition, the Bank shall reimburse the payer for any other financial consequences, in particular the amount of the costs incurred by the payer in determining the amount of compensation due.

In the case of an unauthorised payment transaction following use of a payment instrument which has been lost, stolen or misappropriated, the payer shall be liable in accordance with the specific



terms and conditions applicable to the payment instrument in question.

44.2. Unexecuted or defectively executed transactions or transactions executed late

44.2.1. General rules

After having examined the merits of the customer's complaint, in the case of an unexecuted payment transaction, of a defectively executed payment transaction or of a payment transaction executed late, the Bank shall, where it is liable in its capacity as the payer's bank and if necessary, refund the transaction amount to the payer as quickly as possible, value-dated on the date on which the funds were debited from the payment account. Where applicable, the Bank shall restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place. In addition, the Bank shall compensate the payer for any other consequential financial losses, including in particular any costs for which they may be liable and any interest that they may have to bear as a result of this non-executed, incorrectly executed or late-executed transaction.

If the Bank is liable in its capacity as the payee's bank, it shall immediately place the amount of the payment transaction at the payee's disposal value-dated on the date that would have resulted from the correct execution of the payment transaction. The Bank shall credit, if necessary, the corresponding amount to the payee's payment account. In addition, the Bank shall compensate all other consequential financial losses to the payee, including in particular any costs for which they may be liable and any interest that they may have to bear as a result of this non-executed, incorrectly executed or late-executed transaction.

In the case of an unexecuted or defectively executed national or cross-border payment transaction, the Bank shall regardless of liability under this article, on request from the customer, immediately make reasonable efforts to trace the payment transaction, and notify the customer of the outcome of its investigation free of charge.

Where the currency applied to a payment transaction is not that of a Member State of the

European Economic Area, this Article shall solely apply in respect of those part(s) of the payment transaction which are carried out in the European Economic Area.

44.2.2. Exception

The responsibility of the Bank in the case of unexecuted or defectively executed payment transactions or of payment transactions executed late is, irrespective of the currency, governed by [Chapters 1](#) and [2](#) of these Terms and Conditions when the other payment service provider involved in the payment transaction is not located in the European Economic Area.

Article 45 - Cash Deposits and Withdrawals

Payment account holders may make deposits and withdraw cash through the Bank.

Cash deposits made over the Bank's counters shall be confirmed with a document on the Bank's headed paper.

In the case of cash deposits done over the counter and consisting of banknotes in euros or in the currency of a member country of the European Economic Area accepted by the Bank, the customer is credited immediately, subject to inspection and verification, provided that the notes paid in are in the currency of the payment account and provided that they are, after a first examination, considered valid and unaltered.

In the case of cash deposits done over the counter in euro coins, the account holder is credited immediately after the coins have been sorted and counted.

In the case of a cash deposit over the counter in banknotes in a currency of a country other than a member of the European Economic Area accepted by the Bank, the account holder is credited after verification.

Cash withdrawals are subject to the provisions of [Article 26](#) and [Article 27, last paragraph](#), of these Terms and Conditions.



Article 46 - Credit Transfers

Subject to the below, a credit transfer transmitted to the Bank cannot, in principle, be revoked or amended.

When the customer requires deferred execution of a credit transfer, the desired execution date must be clearly apparent from the order transmitted.

The date on which a credit transfer is executed is determined by the desired execution date and the criteria for the payment system used. The desired execution date must be at least one calendar day and no more than 365 calendar days in the future.

In the case of deferred execution, any revocation may only occur under the conditions in [Article 40](#).

Article 47 - Standing Orders

A standing order is a payment service consisting of the Bank executing regular transfers, on the instruction of the customer, of a fixed amount of money from the customer's account to another account.

Provided there are sufficient funds on the account, a standing order shall be executed on the due date, unless otherwise agreed between the Bank and the customer if the due date is not a bank business day.

The fact that a standing order is not executed for insufficient funds does not prevent the execution of subsequent payments under the same standing order.

All standing orders may be changed or cancelled by the customer in accordance with the procedures laid down in [Article 40](#) of these Terms and Conditions, provided this is done at least two bank business days before the next due date.

A standing order may also be suspended for a given period of time at the request of the customer.

If the customer has not indicated a final due date, the standing order is for an indefinite period.

If the payment account is closed, any standing order on that account is automatically stopped.

The rules set out in this article shall also apply to instructions from the customer concerning regular credit transfers of a variable amount from their account to another account.

Article 48 - Direct Debits

48.1. Definition

A direct debit is a payment service that results in a payment transaction initiated by a payee being debited from a payer's payment account, on the basis of consent given by the payer to the payee and, where appropriate, to the payer's own payment service provider.

There are two European direct debit schemes available for payments in euros:

- the SEPA 'Core' direct debit scheme for claims, which is for customers, regardless of whether or not they are consumers;
- the SEPA 'B2B' direct debit scheme for claims, which is only for customers who are not consumers.

48.2. Direct debit mandates

For a direct debit to be executed, a mandate must be given by the payer that expressly consents to the debit and refers directly to the underlying contract.

The payer is required to obtain full details, before the direct debit is performed, of the underlying contract and the implications of having the claims direct debited, notably as regards the nature of the transaction, the due date and the amount concerned, where this is known. The payer shall be liable for all consequences arising from any failure to do so.

Under the two European direct debit schemes, the payer must sign a mandate and send it to its creditor (the payee).

In addition, under the SEPA B2B scheme, the Bank requests the payer to confirm the mandate issued and to notify the Bank of any change in that mandate. If confirmation is not provided in the forms agreed with the Bank, the Bank will not carry out the direct debits.

Mandates previously issued under a national direct debit scheme continue to apply under the SEPA Core scheme to the extent the creditor (the payee) performs payment transactions under this scheme.



48.3. Debit authorisation

The Bank is authorised to debit the payer's account to perform any direct debit unless, under a European direct debit scheme, the customer who is a consumer has issued instructions in writing or by any other means of communication agreed with the Bank:

- to limit the collections to a specified amount or a particular frequency; or
- to block any debit from their payment account or to block any debit initiated by one or more specified payee(s) or only to authorise debits initiated by one or more specified payee(s); or
- under a scheme that does not provide for the right to a refund, to check every debit transaction and to check, before debiting their payment account, that the amount and frequency of the debit transaction submitted tally with the amount and frequency agreed in the mandate, based on the information relating to the mandate.

48.4. Right to a refund

Within the time limits set out in [Article 43](#) of these Terms and Conditions, the payer may request the Bank to refund an unauthorised payment transaction it has executed in the framework of a direct debit under the SEPA Core or B2B scheme.

Any such request must be made to the Bank in a written document bearing the customer's signature or by any other means agreed with the Bank.

After having examined the merits of the customer's complaint, in the case of an unauthorised payment transaction, the Bank shall refund the amount of this transaction to the payer as quickly as possible and, if appropriate, restore the payment account debited to the state in which it would have been if the unauthorised payment transactions had not been carried out. Furthermore, the Bank shall refund the payer with the amount of other financial consequences, in accordance with the provisions of [Article 44.1](#) of these Terms and Conditions.

With a direct debit executed under the SEPA 'Core' scheme, the payer, whether or not he is a consumer, has eight weeks from the date on which the funds are debited from their account to request the Bank to refund a payment transaction that was authorised

under a direct debit and that the Bank has already executed, without being required to state the grounds for their request. Any such request must be made to the Bank in a written document bearing the customer's signature or by any other means agreed with the Bank.

The Bank shall refund the full amount of the transaction, or justify its refusal to refund the amount concerned, within ten bank business days of receiving a request for a refund.

48.5. Revocation

A direct debit may be revoked at any time by the payer, the Bank or the payee.

Revocation of a direct debit by the payer must be arranged with the creditor (payee).

In any event, revocation by the payer or payee shall only take effect when the Bank is informed accordingly by the payee, and no later than the close of business on the bank business day preceding the date agreed for the debiting of the funds.

If the payment account is closed, any direct debit on that account is automatically stopped.

D. Payment Instruments

Article 49

The account holder and, subject to their authorisation, their attorney(s)-in-fact may ask to be provided with payment instruments distributed by the Bank. The Bank reserves the right to refuse to provide such instruments.

The use of any payment instrument is governed by the terms and conditions specific to that instrument that are provided to the account holder and any attorney-in-fact and which both the latter undertake to comply with. They will be required, under the holder's responsibility, to take all reasonable measures to protect the security of the payment instrument and their personalised security details and to inform the Bank immediately in the event of loss, theft, misappropriation or any unauthorised use of the payment instrument.



The account holder is responsible for all transactions undertaken by their attorney-in-fact until such time as the latter returns their payment instruments to the Bank.

The Bank may, at any time and without notice being served, block an instrument provided to the customer where it has objective grounds for believing that the security of that payment instrument may have been compromised by unauthorised or fraudulent use or, in the case of a payment instrument to which a credit contract is attached, that there is a significantly increased risk of the payer being unable to meet their payment obligations. The Bank shall inform the customer where this is the case. Where the block relates to an attorney- in-fact, the Bank shall inform the account holder.

The Bank will not unblock a payment instrument or replace it with a new payment instrument until such time as the grounds justifying the block cease to exist.

Any withdrawal of the right to use a payment instrument from an account holder automatically extends to their attorney-at-law. The right to use a payment instrument automatically terminates on the death of the account holder.



Chapter 4 - Cheques

Article 50

Unless stipulated otherwise in law, account holders and anyone with power of attorney authorising them to make withdrawals from the account may, in the absence of instructions to the contrary from the account holder, request the provision of cheque books.

In view of the dangers of this method of payment, the Bank reserves the right to refuse to accede to this request or to limit the number of cheques made available to customers.

Holders of cheques are obliged to keep them with the greatest care.

They are liable for orders issued by means of cheques in their possession. For example, they bear any consequences of loss, theft or incorrect use of cheques, unless they are able to prove that the Bank has committed fraud or gross negligence or that the cheque was only lost, stolen or falsified after receipt by the legitimate addressee.

Notwithstanding the unified nature of the account provided for above, it is agreed with customers that only the assets in the account whose number appears on the cheque will be the covering funds for such cheque.

Article 51

The Bank may at any time, without prior notice, deprive the account holder and/or the attorney-in-fact of the right to issue cheques, in particular where they have issued an uncovered cheque. In such a case the Bank shall inform the account holder of this.

Withdrawal of the account holder's right to issue cheques automatically extends to the attorney-in-fact. All powers of attorney to issue cheques shall terminate immediately in the event of the death of the account holder.

Closure of the account automatically entails termination of the right to issue cheques.

Article 52

If the right to issue cheques is cancelled, the account holder and/or the attorney-in-fact must immediately return all cheques still in their possession to the Bank.

The account holder shall remain liable for all transactions using cheques, including transactions by the attorney-in-fact, until such time as the cheques have been returned to the Bank.

The Bank may postpone the transfer of any credit balance on the account until such time as all the cheques are returned to the Bank in order to be able to honour cheques which might be presented to it subsequently.

Article 53

The Bank may refuse to honour cheques if:

- a. the amount exceeds the cover in the account;
- b. they do not come from a cheque book issued by the Bank;
- c. they have not been completed correctly or in full, in accordance with the relevant statutory rules.

If any cheque is issued without there being sufficient and/or available covering funds in the account, the Bank may close such account without prior notice and, more generally, terminate every banking relationship with the customer.

Article 54

The Bank shall endeavour to take account as quickly as possible of countermands and cancellations of cheques drawn on its own accounts or of cheques issued by the customer.

It nonetheless reserves the right to verify that these countermands and cancellations are well-founded and, where necessary, to ignore them, in particular where this is necessary by virtue of the law, banking practices or interbank agreements.



In view of the cheque payee's priority right to the covering funds, the Bank may, in the event of either a countermand or a cancellation, debit the account concerned with an amount equal to the amount of the cheque until such time as it is put in possession of a written agreement jointly drawn up by the customer and the cheque payee or a final decision of a court concerning the allocation of these funds.

The customer is liable for any costs incurred in connection with countermands and cancellations.

Chapter 5 - Collection of financial and commercial documents

A. Common Provisions

Article 55

Collections are governed by any specific agreement with the customer, by the 'Uniform Rules for Collections' of the International Chamber of Commerce, last version, by the Terms and Conditions and by the special agreement on the collection of negotiable or commercial instruments which govern the banking relationship between the Bank and correspondent banks or other institutions.

In case of inconsistency or conflict, specific agreements and special terms and conditions take precedence over the Terms and Conditions which, in turn, override the 'Uniform Rules for Collections' of the International Chamber of Commerce.

Article 56

The net proceeds of the collection of documents in euros or in foreign currency shall be credited to the account of the customer (opened in the currency concerned) or may, if the Bank offers this possibility and if the customer so requests, be credited to the account of the customer in euros.

In the latter case the net proceeds of the collection shall be credited to the account of the customer in euros after conversion at the exchange rate applicable on the date on which they are booked.

Article 57

All collection fees, commissions, premiums and duties and any penalties charged by the Bank or by other banks or institutions involved in the transaction shall be charged to the customer and debited from their account in euros provided that they were not deducted from the proceeds of the collection.

The collection fees, commissions, premiums and collection duties and any penalties charged by the Bank are given in the Bank's List of fees for collections, which is available to customers at all branches of the Bank.

Article 58

The Bank shall use its best endeavours to collect documents sent to it, but assumes no liability in respect of the regularity of these documents.

Nor shall the Bank accept any liability in respect of Belgian or foreign third parties (for instance, the post office or any other transport company) involved in a collection transaction unless the choice of said party by the Bank constitutes fraud or gross negligence.

The customer agrees that, if the Bank would be held liable in relation with the handling of a collection, the Bank shall be under no obligation to pay compensation for indirect loss or damage (as referred to in [Article 17](#) of these Terms and Conditions) and that any compensation shall be limited to the amount of the collection charges applied by the Bank.

B. Collection of Financial Documents

Article 59

The Bank may collect various types of financial documents (bills of exchange, promissory notes, cheques, etc.) both in Belgium and abroad.

The Bank can accept bills of exchange and promissory notes for collection only if they are payable at a financial institution.



Article 60

The function of the Bank is, in principle, limited to collecting the documents.

The Bank is therefore not obliged to protest non-acceptance or non-payment of bills which it holds in its capacity as owner, beneficiary, holder or proxy for the purpose of collection. If the Bank nonetheless agrees to carry out these formalities, it shall not be liable for the due performance thereof other than in the event of fraud or gross negligence on its part.

Unless it has committed fraud or gross negligence, the Bank cannot be held liable for:

- a. failure to present the following for payment or, if applicable, acceptance on the due date, namely:
 - cheques;
 - bills with a term of less than ten (10) bank business days at the time they are delivered to the Bank;
 - bills payable abroad not received by the Bank in time for the requested transaction to be carried out without exceptional expedition;
 - bills for which the Bank's correspondents responsible for collection have no statutory liability whatever to present or protest within the statutory deadlines or for which the correspondents have disclaimed this liability in an agreement;
- b. the return of bills or the sending of notification of a dishonoured bill after the statutory deadlines.

Article 61

The net proceeds of the collection are in principle booked to the account of the customer/beneficiary after actual collection and any repatriation of the funds.

However, the Bank may credit the account of the beneficiary in advance, subject to final collection of the bill. In that case, [article 12, paragraph 6](#) of these Terms and Conditions applies.

Reversal does not in any way prejudice the Bank's right to retain the dishonoured document and to enforce for its own benefit all the rights pertaining thereto.

Article 62

In many cases, Belgian or foreign financial institutions which the Bank has to call upon for collection are prepared to act only if the bill contains the words 'prior endorsements guaranteed'. Customers therefore guarantee to the Bank the authenticity of the signatures on financial documents and the signing authority of the persons who have signed them.

Customers discharge the Bank for an indefinite period from any liability in the event of recourse by third parties based on generally accepted practice or Belgian or foreign statutory provisions on account of fraudulent signatures or other endorsements. The Bank may therefore debit the customer's account with the amount of financial documents thus returned.

C. Collection of Commercial Documents

Article 63

The Bank may also agree to collect commercial documents (for example bills of lading, insurance policies and invoices), whether or not accompanied by financial documents, which are delivered against payment, acceptance or other commitments.

Article 64

Since these documents are simply delivered to the Bank by the customer, the Bank does not give any undertaking and does not accept any liability for the form, correctness or authenticity of such documents or in respect of the quantity, weight, quality, state, packaging and value of the goods represented by such documents.

D. Domiciliation of trade bills

Article 65

Any customer with a sight deposit account may make trade bills drawn on him payable at the Bank.

In the absence of express instructions to the contrary from the customer, bills accepted by the



customer and payable at the Bank shall be paid by the Bank on the due date thereof, provided the account mentioned on the bill has sufficient covering funds. The customer is responsible for ensuring that the account has sufficient covering funds in due time.

Other than in the event of fraud or gross negligence on its part, the Bank does not accept any liability in respect of the validity of domiciled bills for which it arranges payment.

Article 66

All bills of exchange and promissory notes in euros and payable at a credit institution in Belgium are centralised at that credit institution and all transactions concerning these bills (e.g. collection and protest) are carried out by the domiciliary credit institution in accordance with the instructions given by the customer.

The bills of exchange are held after their payment to the domiciliary bank.

Customers who are the debtors who have honoured in full their liability on a bill therefore waive their right to have the bill returned. Likewise, customers who are the creditors of the bill waive the right to have the bill returned to them in the event of the bill being dishonoured on the due date if settlement occurred via the National Bank of Belgium.



Chapter 6 - Purchase and Sale of Foreign Currency

Article 67

The Bank undertakes forward and spot purchases and sales of foreign currency. The delivery time may vary depending on the foreign currency concerned. For all forward transactions, the Bank reserves the right to demand, at any time, a margin that covers the foreign exchange risk.



Chapter 7 – Intellectual Property

Article 68

All brands, labels, commercial names - registered or not -, documentation, text, symbols, graphic presentations, illustrations, formatting or any other elements reproduced on physical or intangible media issued by the Bank shall be protected by intellectual property and/or other rights which belong to or may be claimed by the Bank, other BNP Paribas Group companies or any third parties. It is strictly forbidden to breach these rights.

In connection with the execution of their relations with the Bank, the customer has a strictly personal, free, non-exclusive and non-transferable right to use these items.

The customer may not provide access to these items to any third party, whether in full or in part, for free or in exchange for payment; nor may they copy, translate, adapt, compile or modify them in any way whatsoever, in full or in part, using any form of media and in any manner, without the explicit prior authorisation of the Bank or within the limits authorised by applicable legislation.



Appendix 1 - Special terms and conditions applicable to the Easy Banking Services

(also referred to by its commercial name Hello bank! web, Hello bank! app and Secure telephone PIN)

Article 1 - General

In addition to the other provisions of these Terms and Conditions, this Appendix governs the rights and obligations applicable to the Easy Banking Services.

1.1. Easy Banking Web and the Easy Banking App

The opening of a current account or a savings account in euros that comes with a debit card automatically entails access to Easy Banking Web and App in favour of the User, as Holder, and application of the terms and conditions in this Appendix.

Unless otherwise agreed with the Bank, this access shall not be accorded if the User, as Holder of the account, has prior access to such accounts via another online channel (Easy Banking Business, Isabel, etc.).

Access to Easy Banking Web and App and the application of the terms and conditions of this Appendix, shall also be automatically applicable in favour of a User, acting as an attorney-in-fact having an unlimited mandate on a current account or a savings account in euros, where such attorney-in-fact has a debit card linked to one of these accounts.

1.2. Easy Banking Phone

The User, in its capacity as either Holder of a current account or attorney-in-fact having an unlimited mandate on such account, shall also have access to the Easy Banking Phone service in accordance with the terms and conditions in this Appendix.

1.3. Common provisions

Access to the Easy Banking Services by a minor, will however require the specific consent of their legal representative. Specific conditions depending on age may also be envisaged by the Bank, depending on the type of Easy Banking Service.

Access to the Easy Banking Services for other incapacitated persons is not authorised, unless otherwise agreed by the Bank and subject to production of the requisite authorisations.

Depending on the Easy Banking service in question, the Bank shall provide the User with the necessary means to use the service (such as a card reader).

The provisions of this Appendix shall be completed, where relevant and depending on the channel used, by such terms and conditions of use as are specific to such channel and by applicable technical instructions available at www.hellobank.be and/or in the relevant channel.

A list of functionalities per channel can be found at www.hellobank.be and/or via the relevant channel. This list is subject to change and any amendment will be notified on this site and/or via the relevant channel.

In the event of discrepancy between the other provisions of the Terms and Conditions and the provisions of this Appendix, the latter shall apply.

Article 2 - Definitions

For the purposes of this Appendix, the following terms are used:

- **Authentication Process:** authentication technique provided or accepted by the Bank for secure access to an Easy Banking Service. The Authentication Processes are described at www.hellobank.be and/or in the relevant channel. They may be complemented at any time in accordance with technological developments.



- **Device:** any device that allows the User to access the Easy Banking Services (computer, tablet, smartphone, phone, etc.).
- **Easy Banking App (also known by its commercial name Hello bank! app):** channel that allows the User, via the applications provided by the Bank, to access various remote services and to contact a Bank adviser using Click to call.
- **Easy Banking Phone (also known by its commercial name Secure Telephone PIN):** channel that allows the User to contact the Bank's voice response computer or a Bank adviser, in order to access various remote services.
- **Easy Banking Services:** Easy Banking Web/Easy Banking Phone/Easy Banking App.
- **Easy Banking Web (also called by its commercial name Hello bank! Web):** channel that allows the User, via the Bank's dedicated website, to access various remote services and contact a Bank adviser via the Easy Banking Web HelpDesk.
- **Holder:** the natural or legal person to whom the Product belongs.
- **Mobile Payment Transaction:** payment transaction using a debit card selected via the Easy Banking App in favour of either an individual who has a debit card linked to a mobile application with a similar functionality or a trader offering a mobile payment option online or at point-of-sale.
- **Personalised Security Details:** personalised characteristics (e.g.: PIN for a debit or credit card) by which the User is authenticated by the Bank in the context of an Authentication or signature process, including, where applicable, the authentication codes resulting from these Processes (e.g.: code resulting from the use of a card reader).
- **Product:** account or other product to which the User has access according to the terms and conditions more fully set out in [article 3.2](#) of this Appendix.
- **Signature Process:** signature technique provided or accepted by the Bank which shall have the probative value referred to in [Article 22.2](#) of the Terms and Conditions. The

Signature Processes are described at www.hellobank.be and/or in the relevant channel. They may be complemented at any time in accordance with technological developments.

- **User:** natural person using the Easy Banking Service.
- **Zoomit:** service enabling the User, according to the options offered by the Bank depending on the channel used, to accept a sender of electronic documents, to access these documents and to manage them; the Zoomit service is governed by the Regulations for the Zoomit service set out in [Appendix 2](#) to the Terms and Conditions.

Article 3 - Access procedures and terms and conditions of use

3.1. Access

The terms and conditions and procedures for connection to the channels are set out on our website www.hellobank.be.

In order to be authenticated in a given channel or to sign transactions or subscriptions thereunder or contracts and other documents sent to it, the User shall use the Authentication Processes and Signature Processes which may, as relevant, depend upon the characteristics of the transactions in question.

If the Easy Banking Services are used for professional purposes, Article VII.44, §2 of the Code on Economic Law shall not apply when an authentication or signature process has not been requested from the User to initiate a payment transaction.

The User must, at all times, follow the instructions and directives provided in the channel in question.

Depending on the channel and the characteristics of the User (for example, whether the User is an adult or a minor, or has been identified remotely or face-to-face), restrictions in terms of access to certain services or in terms of amounts of transactions may apply.



In addition to the provisions of this Appendix, these restrictions may be found at www.hellobank.be and/or in the channel in question.

These restrictions may be subject to change at any time. Users using a service affected by these changes will be notified according to the procedures provided for in [Article 7](#) of the Terms and Conditions.

Certain restrictions may also be amended upon the User's request with the Bank's consent. A list of restrictions which may be requested by the User features on the site www.hellobank.be and/or in the channel in question.

3.2. Accessible products

Subject to whatever restrictions may be applicable according to the channel, and any rules which may be applied by the bank where the account is held in the case of use of an account aggregation service, the User has access to the following Products (unless opposed):

- the products where User is a (joint) holder;
- the products where User is an attorney- in- fact;
- the products where User is the legal representative of the Holder;
- the products where User is the usufructuary. Where this concerns accounts, the User shall only be authorised to view the balance on these accounts and the transactions carried out on them.

The restrictions applicable depending on the channel are available at www.hellobank.be and/or in the channel in question.

Depending on the functionality used, the User may only carry out transactions with respect to a product as are compatible with the scope of their powers relating to such product.

3.3. Functionalities

3.3.1

Depending on the availability in each channel, the Easy Banking Services enable the User, both for itself as well as on behalf of the Holder, to:

- consult the status of any Products;

- transmit any order relating to a Product (e.g. make payments, including Mobile Payment Transactions and investment transactions);
- add any accounts held by the User with another bank as well as view information related to their use and initiate transfers from these accounts according to the rules fixed by such other bank;
- use the Zoomit service;
- obtain general financial information and personalised information and advice;
- exchange messages with the Bank;
- access certain third-party payment applications in order to link them to debit/credit cards issued by the Bank, in accordance with the standard terms and conditions applicable to the card(s) in question.

3.3.2

In the context of opening or managing a business relationship with the Bank and/or distributing services both on behalf of the Bank and other entities, the Easy Banking Web and Easy Banking App Services allow, depending on the availability of each channel, the User, acting both on their own behalf and, within the limits of their powers, on behalf of a customer of the Bank of which they are an agent or legal representative, to:

- send requests for certain financial or other services. Depending on the channel, the User is advised of the response to their request in the channel in question, by means of a notice attached to the account statements, by letter or by any other electronic messaging system. Where the request relates to services that the Bank markets for other entities, the response to the request may, where appropriate, come directly from the entity concerned;
- subscribe to certain financial or other services;
- sign any (pre-)contractual document (particularly in relation to the abovementioned requests or subscriptions) or any other document that the Bank makes available to the User in the channel in question.

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In this context, the User authorises the Bank to send them documents to be signed on behalf of a customer of the Bank and to send the signed copies to other User(s) when their signature is also required. Each User is responsible for the documents thus signed when they are made available to them or saved in their own Easy Banking Web/App Service.

3.4. Pre-contractual information

When the User decides to carry out a transaction or enter into a contract using Easy Banking Web or Easy Banking App, they expressly choose to receive all pre-contractual information and all the contractual terms and conditions via this channel, rather than in hard copy format. The User may however still request that the Bank provides them with the hard copies.

3.5. E-Signature

In the context of opening or managing a business relationship with the Bank and/or distributing services both on behalf of the Bank and on behalf of other entities and in order to comply with a request or instruction from the User, the Bank may ask the User to create an electronic signature that identifies them, that is uniquely associated with them and by which they state their intentions.

The signature is created under the control of the User. To this end, the User authorises the Bank, for the electronic data presented on the screen (e.g. in the form of a PDF file containing the clauses and terms and conditions of a service subscribed to by the User), to create or have created a certificate of electronic signature identifying the User and to create their electronic signature using the certificate in accordance with the BNP Paribas Fortis Instant CA standard terms and conditions for use of certificates available at www.hellobank.be and shown on the screen before the User affixes their electronic signature.

Article 4 - Usage limits

4.1. Transfers

Transfers to an account with the Bank on which the principal is a (joint) Holder or attorney-in-fact are limited to the balance available on the account to be debited.

In all other cases, with the exception of transfers carried out at the customer's express request via one of the Bank's advisers (including via Click to call), transfers shall be subject to maximum amount limits, based on the Easy Banking Service used.

These limits shall apply separately for each of the Easy Banking Services.

At the Bank's discretion it may set lower default limits for certain Easy Banking Service(s). These default limits, as permitted under the relevant Easy Banking Service, may be amended at the User's request for a specified or indefinite period within the maximum limits set by the Bank.

Depending on the Authentication and Signature Process used or depending on the transaction type (e.g.: instant transfers), further restrictions and/or special rates may also apply per transaction.

Information about the various limits set out above and how they are managed is available on the Hello bank! website (<https://www.hellobank.be/our-offer/mobile-banking/web-app>) and/ or the channel in question.

The Bank reserves the right to reduce these limits in the event of any risk of fraud or similar misuse.

Notwithstanding the above, transfers initiated from accounts held with another bank shall be subject to such limits and caps as are defined by that bank.

4.2. Mobile payment transactions

The following limits shall apply globally to Mobile Payment Transactions initiated via the Easy Banking App exploited by BNP Paribas Fortis and Hello Bank!:

- per calendar day: the User may pay one or more individuals a minimum amount of 0.50 euro per transaction, for a maximum total amount of 250 euros;



- per calendar day: the User may pay one or more traders a minimum of 0.50 euro per transaction, for a maximum total amount of 500 euros;
- per calendar day: the User may receive a maximum total amount of 500 euros.

4.3. Transactions on financial instruments

For the purchase and sale via Easy Banking Web of financial instruments (in particular shares, investment funds and bonds), the limit is 250,000 euros per transaction.

Article 5 - Obligations and responsibilities of the Holder and the User

5.1. Device control and security

The User is responsible for the security of the Device with which they access the Easy Banking Services.

They must take all necessary precautions and measures to protect the Device against any computer security threat, in particular viruses and spyware. They must install the necessary computer protection software and any updates on the Device.

At no time may the User assign control of the Device to a third party.

Accordingly, the User shall refrain from:

- allowing installation of a remotely controlled software on the Device;
- authorising a third party to save their own biometric details (fingerprints, facial features, etc.) upon activation of a recognition function using the User's biometric details as an Authentication Process;
- leaving the Device unsupervised when they are logged in to the Bank's systems and the secure session has not been closed using the "log off" button.

The User undertakes to comply with all other security measures found at www.hellobank.be and/or in the channel in question.

5.2. Security of the Authentication Process and Signature Process and Personalised Security Details, including authentication codes

Use of an Authentication or Signature Process and, where applicable, an authentication code, shall always correspond to an instruction given to the Bank committing the User, the latter always ensuring that it does correspond.

The User is obliged to keep the following strictly confidential and under their exclusive control in order to ensure their security: Authentication Processes and Signature Processes, authentication codes and, more generally, all Personalised Security Details. To this end, the User shall, amongst other actions, respect the following security advice:

- as soon as they receive any Personalised Security Details, the User shall memorise them and, where applicable, destroy the document on which they were sent;
- subject to the provisions of the final paragraph of this Article, they shall not send their Personalised Security Details to anyone, not even to a family member or their friends;
- they shall never write their Personalised Security Details down, even in coded form, e.g. by hiding them in a false telephone number;
- when choosing their Personalised Security Details they shall avoid combinations that are too obvious (such as part of their date of birth, phone number, postcode, etc.) and refrain from choosing authentication details already used for other services;
- they shall enter their Personalised Security Details away from prying eyes, making sure that they are never being observed and that they cannot be seen without their knowledge. If the User notices anything out of the ordinary, they must inform the Bank immediately.
- if the confidentiality of their Personalised Security Details is compromised, the User shall change them immediately.

Subject to the provisions of the final paragraph of this Article, no-one has the right to ask the User

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for their Personalised Security Details – whether the police, insurance companies or the Bank, other than, with respect to the Bank, when it is acting in accordance with the authentication and signature processes described at www.hellobank.be and/or in the channels.

In any case, in order to prevent any fraudulent use of their Authentication or Signature Processes, the User undertakes to comply with the security advice which can be found at www.hellobank.be, and also in the channel in question. When the Authentication or Signature Process emanates from a third party, the User also undertakes to comply with the security advice provided by such third party.

Access to the Holder's accounts by a third-party service provider referred to in [Article 8](#) of this Appendix requires use of an Authentication or Signature Process by the Holder so that the Bank can allow this access.

To this end, they will be redirected to Easy Banking Web or App to execute this process. Alternatively, the third party may request the User to communicate an authentication code via its own website or app, or to disclose a Personalised Security Detail. The Holder must then comply with the requirements in [Article 8](#) of this Appendix.

5.3. Notification in the case of loss, theft or risk of fraudulent use of an Authentication or Signature Process issued by the Bank or of any Personalised Security Detail

In the case of loss, theft or risk of fraudulent use of an Authentication Process or a Signature Process issued by the Bank or of any Personalised Security Detail, the User or the Holder shall immediately notify the Bank (Easy Banking Centre) or a third party designated by the Bank (e.g. CARD STOP) as soon as they are aware of it.

All information on the terms and conditions of access to the Easy Banking Centre or to a third party designated by the Bank can be found at www.hellobank.be. In the event of inaccessibility to the Easy Banking Centre, the User or the Holder shall issue the notification as soon as the service is once again available, or as soon as reasonably possible.

5.4. Notification in the case of loss, theft or risk of fraudulent use of an Authentication or Signature Process issued by a third party or of any Personalised Security Detail

In the case of loss, theft or risk of fraudulent use of an Authentication Process or a Signature Process issued by a third party or of any Personalised Security Detail, the User or the Holder shall immediately notify such third party or subcontractor designated by as they are aware of it, in accordance with the instructions provided by such third party. All information on the terms and conditions of notification is available from the issuer of the Authentication or Signature Process.

5.5. Reporting events to the police

Events notified under [Article 5.3](#) and [5.4](#) must be reported to the police authorities within 24 hours of their detection.

5.6. Responsibility in the case of fraudulent use of an Authentication Process, a Signature Process or any Personalised Security Detail

Prior to the notification referred to in [Article 5.3](#) or [5.4](#), the Holder shall be deemed responsible for the consequences resulting from the loss, theft or fraudulent use of one of their Authentication or Signature Processes or any of their Personalised Security Data (or any such process or data relating to the User), up to a maximum amount of 50 euros, except in the event of gross negligence or fraud, in which case this limit shall not be applicable.

By way of derogation from paragraph 1, the Holder shall not bear any loss if:

1. the loss, theft or misuse could not be detected by the Holder or the User before the payment made under cover of such process, unless one of them has acted fraudulently; or
2. the loss is due to the acts or default of an employee, agent or branch of the Bank or of an entity to which its activities have been outsourced.



The limits on liability provided for in these two paragraphs do not apply to a Holder acting for professional purposes.

Once a notification as referred to in [Article 5.3](#) or [5.4](#) has occurred, the Holder will no longer be liable for the consequences resulting from the loss or theft of their Authentication or Signature Processes or Personalised Security Details (or any such process or data relating to the User), unless the Bank can prove that the Holder or the User has acted fraudulently.

5.7. Gross negligence

Depending on the factual circumstances, and without prejudice to the discretion of the courts, the following shall be deemed to constitute gross negligence on the part of the Holder or the User:

- failure to report the loss, theft or risk of fraudulent use of their Authentication or Signature Processes or of their Personalised Security Data;
- failure to familiarise themselves regularly with the situation of their accounts and the transactions recorded on them, if the consequence of this failure is to delay the detection and notification of fraudulent use of the Authentication or Signature Processes or Personalised Security Details;
- failure to follow the security advice set out in the Terms and Conditions and in this Appendix or at www.hellobank.be and/or in the channels in question.
- noting or saving any Personalised Security Details on any medium whatsoever, including on or in the Device;
- disclosure of any Personalised Security Details, including an authentication code, to a person other than the service provider referred to in [Article 8](#) of this Appendix, except where such violence is threatened against the User or Holder or a member of their family, their property, or where there is imminent threat of such violence;
- disclosure of any Personalised Security Details, including an authentication code, over an internet site or a telephone app, other than those proposed by the Bank or a service provider as referred to in [Article 8](#), the User is expected to respect the

standard rules of computer security set out under the security advice of [Article 5.2](#);

- disclosure of any Personalised Security Details, including an authentication code by telephone, except in the case of the Authentication Process required by the Bank when the User makes a telephone call to the Bank (Easy Banking Centre) in the context of the Easy Banking Phone Service;
- allowing a third party to take control of the Device remotely;
- applying an Authentication or Signature Process without checking that it corresponds to the instruction which the User intends to issue to the Bank;
- failure to report to the police authorities the loss or theft of their Authentication or Signature Processes or their Personalised Security Details within 24 hours of becoming aware of the facts;
- more generally, failure to fulfil one of the obligations set out in [Articles 5.1 to 5.5](#).

Article 6 - Obligations and liability of the Bank

6.1. Delivery of the Authentication and Signature Processes

The Bank shall bear the risks related to the delivery of an Authentication or Signature Process to the User.

6.2. Continuity of the Easy Banking Services

The Bank shall use its best endeavours in designing and developing programs and software for accessing the Easy Banking Services. The Bank will do all in its power to ensure continuity of the services and the security of its systems. However, the Bank may, without being liable for compensation, suspend services in order to maintain equipment or the existing software, or to install new versions of the software, provided that such suspension is limited to a reasonable period of time.



Article 7 - Intellectual property

The software, programs and applications made available to the User by the Bank in connection with the Easy Banking Services shall remain the property of the Bank and/or persons that have assigned operating rights therein to the Bank.

The User is accorded a strictly personal, non-exclusive and non-transferable right to use such software, programs and applications. Such right only allows access to the content of the programs and applications, the right to view them and to use them in accordance with their intended purpose and, within this scope, to complete any necessary actions such as loading, displaying or saving. The User must not make such software, programs and applications available to any third parties, whether in full or in part, for free or in exchange for payment; nor may they copy, translate, adapt, compile or modify in any manner whatsoever, in full or in part, the software, programs and applications without the explicit authorisation of the Bank.

It is strictly prohibited for any other party to use the software, programs and applications of the Bank, to apply them or share them as part of or from another website, application or computer program, for example to extract information via the Easy Banking Services or to perform certain transactions.

This Article is without prejudice to the rights of the Holder referred to in [Article 8](#) of this Appendix.

Article 8 - Access to the Holder's accounts by accredited or registered third-party service providers

8.1.

The Holder may issue instructions to a third-party service provider to access the information on the Holder's accounts with the Bank and accessible online, and/or to give the Bank the Holder's instructions to execute payment transactions from the Holder's accounts with the Bank and accessible online and/or to question the Bank regarding availability of funds on the Holder's accounts with

the Bank, accessible online and which are linked to a payment instrument linked to a card issued by this third-party service provider.

Before using its services, the Holder must ensure that the third-party service provider is duly authorised as a credit institution or payment institution to provide payment initiation and/or account information services and/or to request confirmation of the availability of funds.

Where the Holder has used a duly authorised third-party payment initiation service provider, they will contact the Bank in order to notify and rectify an unauthorised or incorrectly executed transaction. In this case, [Article 44](#) of the Terms and Conditions applies.

8.2.

All instructions issued by a third-party service provider will be regarded as valid instructions from the Holder for the purposes of these Terms and Conditions, and will be processed by virtue thereof in the same way as an instruction issued by the Holder directly to the Bank.

8.3.

The Bank reserves the right to refuse an instruction referred to in [Article 8.2](#), in the same cases as those in which the Bank has the right to refuse an instruction given directly by the Holder.

8.4.

The Bank may refuse access to the Holder's accounts and therefore refuse an instruction referred to in [Article 8.2](#) where there are justified and documented grounds relating to unauthorised use or fraudulent activities of the third-party service provider referred to in [Article 8.1](#).

The Bank shall first inform the Holder of its intention to refuse such access and shall state its reasons, unless it is not reasonably possible to do so, in which case the Bank shall inform the Holder immediately thereafter. In each case, the Bank will inform the Holder in the manner it considers most appropriate given the circumstances and will not be required to inform the Holder when this would compromise its reasonable security measures or



when such information is prohibited by or under the law. When the Bank refuses access to the Holder's accounts, it must notify the competent authority.

Article 9 - Use of recordings as proof

Electronic communications (including telephone calls) shall be recorded in accordance with the Bank's Privacy Notice.

These recordings constitute full proof of the content of the electronic communication, and especially, of the orders and/or requests made by the User.

When the electronic communications concern services which the Bank markets for other companies, the Bank is authorised to send the recordings of these electronic communications to the company concerned, for the purposes described above.

If the User or the Holder considers that there has been an error or irregularity in the recording system, they shall be required to prove this.

Article 10 - Suspension of the service

The Bank reserves the right to suspend, in full or in part, the User's access to the Easy Banking Services in the following circumstances:

- the Easy Banking Service has been used for illicit or immoral purposes;
- the integrity, security (including by use of a Device that has been subject to jailbreaking) or the reputation of the Bank has been compromised or is at risk of being compromised;
- errors or successive failures in the use of an Authentication or Signature Process;
- use in contravention of the Terms and Conditions and of this Appendix in particular;
- risk of abuse or fraud;
- blockage of Products.

The User may request, at any time, deactivation of all or part of the Easy Banking Services, in relation to all or certain Products concerned.

Article 11 - Termination of the Easy Banking Services

Access to the Easy Banking Services, or to certain of them, shall automatically be removed if the terms of access set out in [Article 1](#) of this Appendix are no longer being respected.

The Bank also reserves the right to bring an end to all or part of the Easy Banking Services with two months' prior notice.

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Appendix 2 - Zoomit Service Regulations

Article 1 - Purpose of the Zoomit Service Regulations

The purpose of the Zoomit Service Regulations (hereinafter the Regulations) is to describe the Isabel Zoomit Service as proposed by the Bank in the content of Easy Banking Web and App, and to determine the rights and obligations associated with this service.

All Users have automatic access to the Zoomit functionality and therefore have access to the Documents as Addressee or, if so agreed by the Addressee, as Authorised User. Use of this functionality shall automatically entail the application of the terms and conditions of this Appendix.

In the event of any contradiction between the provisions of this Appendix and the provisions of [Appendix 1](#) or other provisions of the Terms and Conditions, the provisions of Appendix 2 shall prevail.

Article 2 - Definitions

2.1

Unless otherwise stated in these Regulations, the definitions set out in [Appendix 1](#) are applicable to these Regulations.

2.2

In addition to these definitions, the following definitions are used in these Regulations:

- **Access Code:** means the unique and confidential identifier of a commercial and/or non-sensitive Document that may be issued by the Sender and communicated to the corresponding Addressee to obtain access to the Document (e.g. on a hard copy bill), as described in more detail in the specifications of the Zoomit product.
- **Addressee:** means the natural person, legal entity, unincorporated joint venture or public authority, customer of the Sender, to which

Documents are sent via Zoomit. If appropriate, the Addressee stipulates which Users may access the Documents via Easy Banking Web or App.

- **Authorised User:** the User who has access to the Documents via the Zoomit functionality, having received authorisation from the Addressee to access the Documents.
- **Document:** means any electronic document, containing financial data or not (including but not limited to invoices, credit notes, payslips) made available to one or more Addressees by a Sender using Zoomit.
- **Isabel:** Isabel SA/NV, with its registered office at Boulevard de l'Impératrice/Keizerinlaan 13/15, B-1000 Brussels, Belgium, Register of Companies 0455 530 509, the company the Bank uses to offer Zoomit.
- **Sender:** means an entity issuing Documents of which it is the official owner and which makes them available to one or more Addressees using Zoomit, in accordance with the corresponding agreement entered into with Isabel.
- **Zoomit:** means the Isabel service allowing Senders to securely make the Documents available to Addressees, and the Addressees and/or Authorised Users to recover, consult, save, manage and pay for these, securely, using Easy Banking Web or App.

Article 3 - Description of Zoomit

Zoomit permits:

1. secure availability to the Addressee and Authorised Users, of electronic documents of any kind issued by Senders to the Addressee's address.

The Bank's role is limited to providing, in Easy Banking Web and/or App and for the corresponding account(s), a secure link to the Isabel system described at www.zoomit.be.



After the compatibility test (see [Article 7](#) of this Appendix), the Isabel system redirects the Addressee and each of its Authorised Users to the servers specified by the Sender and enables the consultation and downloading of the available document(s).

The documents do not pass through the Bank's or Isabel's systems, and the Bank has no access to them.

2. Easy payment of bills.

Zoomit allows the automatic encryption, in order of payment, of any payment data provided by the Sender.

Payment is executed exclusively by the Bank, as part of Easy Banking Web or Easy Banking App and on the instructions of the Addressee or its Authorised Users.

The "Document", "Bills to pay" categories and other categories of document presentation, along with the "Payment initiated", "Cancelled" or "Refused" (or similar), etc. statuses, are for information only. They have no effective connection to and do not constitute proof of payment.

These statuses may be changed manually by the Addressee and its Authorised Users.

Payment is proven by bank statements.

Article 4 - Relationship between the Sender and the Addressee

Only the Sender is responsible, in accordance with its agreement with the Addressee:

1. for the decision to conclude an agreement with Isabel for the purposes of making Documents available via Zoomit and, as relevant, the decision to terminate this arrangement;
2. for acquiring, as controller, the Addressee's consent and for processing its personal data and those of the Authorised Users for availability of Documents;
3. for the content, accuracy, frequency and duration of availability of the Documents;

4. for stopping or continuing the simultaneous expedition of the Documents via any other means, and the subsequent mode of their availability and/or re-expedition should the consent referred to in point 2. be withdrawn;
5. for inclusion or not of any advertising in the Documents, limited to the products and services of the Sender;
6. for defining the level of sensitivity of the Documents for the purposes of the compatibility test, and for the provision where applicable, of an Access code for the document(s) to the Addressee and its Authorised Users;
7. for the security and content of the servers on which the Addressee's Documents are stored;
8. for the relationship between itself and the Addressee on the one hand, and itself and Isabel, on the other hand.

Article 5 - Responsibility of the Addressee and of the Authorised User

The Addressee is responsible for consenting, in the framework of the Easy Banking Web or App, to the Sender's own conditions, in order to receive Documents via Zoomit and to effectively provide access to the service for every Sender. It is also responsible for designating Authorised Users.

The latter may also give the consent referred to above, within the limits fixed in [Article 7](#).

The Addressee and the Authorised User are also responsible:

1. for compliance with the provisions of this Appendix, and with any guidelines communicated relating to Zoomit, including in relation to the security of Easy Banking Web or App and/or Zoomit;
2. for management and use of their Authentication and Signature Processes, in connection with the processing of Documents;
3. for reading the Documents made available via Zoomit and, if need be, their processing and payment;



4. for the conservation of any documents that are no longer available, whether at the end of a period specified by the Sender, at the end of the contractual relationship between the Addressee and the Sender, or in the event of termination of the Zoomit service;
5. for contacting the Sender, where applicable via the Addressee, in the event of any queries or disputes relating to the content, accuracy or sensitivity level of a Document.

Article 6 - Responsibility of the Bank and Isabel

Other than in the event of fraud or gross negligence, the Bank and Isabel accept no liability:

1. for the compatibility of Zoomit with the requirements and wishes of the Addressee and its Authorised Users, including their computer systems;
2. for the elements referred to in [Articles 4](#) and [5](#);
3. for the reliability and solvency of a Sender or any third party;
4. for the unavailability of Zoomit in the case of a force majeure event, due to a third party or in the event of an announced or unannounced temporary suspension, including all maintenance and improvement works;
5. for the inaccessibility or incorrect access to the Document(s) because of inaccurate or incomplete data supplied to the Bank or to the Sender;
6. for any indirect damage or intangible damage of a financial, commercial or any other nature, such as loss of time, loss of clientele or loss caused to clientele, loss of data, loss of income, loss of earnings, increase in general costs, disruption of commercial activities, legal action by third parties, loss of reputation or of expected savings, which arise from or are associated with use of Zoomit.

Should the Bank and/or Isabel be required to pay any compensation, its (their) liability shall, in all cases, be limited to compensation of proven direct damages.

The overall liability of the Bank and/or Isabel with respect to Zoomit shall be limited, regardless of the gravity of the error, to 25,000 euros.

Article 7 - Compatibility test

Access to each Document is subject to a compatibility test between the identification data of the Addressee and of the account and, where applicable, the name of the Authorised User, as known to the Bank and as specified by the Sender for each Document.

The test shall be conducted by Isabel on behalf of the Bank and the Sender, according to an obligation of means.

The User expressly designated as Addressee of the Document may provide the consent referred to in point 5. and consult it whatever the sensitivity level determined by the Sender.

An Authorised User may, for any Document other than those designated "Critical", provide consent and consult it using the Access Code provided by the Sender or, where applicable, in accordance with a sworn statement of honour submitted by the Sender, or, in the case of a Document designated "Commercial", if the company number matches.

When an Addressee provides its own consent, an Authorised User loses all access rights to the Document unless the Addressee grants it a right of consultation.

Article 8 - Data protection

The personal data of the Addressee and of its Authorised Users, shall be processed by the Bank in the context of and for the purposes of Zoomit (including the compatibility test), in its capacity as data controller, and by Isabel SA in its capacity as subcontractor, in accordance with the Bank's Privacy Notice.

The Addressee and its Authorised Users expressly agree to the Bank informing them of the availability of Documents before the consent referred to in [Article 5](#).

For this purpose, they agree to (i) identification by the Bank, using the Addressee's transaction



details, of the potential Senders with whom the Addressee already has a banking relationship, and (ii) the Bank, acting as data controller, informing these potential Senders of the recourse by the Addressee or the Authorised Users to Easy Banking Web and/or App, and the Bank providing them with such identification details as are strictly necessary so that each Sender may make the Documents available.

Article 9 - Intellectual Property Rights

Property rights, including intellectual property rights associated with Zoomit (rights over software, databases, identity and graphic interfaces, commercial names and logo) are the property of their respective owners and are not assigned to the Users.

Users shall refrain from infringing said rights by any copying, distribution, modification or use whatsoever of any element of Zoomit; and shall benefit exclusively from a personal, non-exclusive and non-transferable licence, solely for the purposes of the authorised use of Zoomit in connection with the Easy Banking Web and/or App in accordance with this Appendix.

Article 10 - Suspension and termination of the Zoomit service

10.1

Since the Zoomit service forms an integral part of Easy Banking Web and Easy Banking App, suspension or termination of this service shall automatically occur in the event of suspension or termination of Easy Banking Web and App.

10.2

Using the Zoomit management module, the Addressee may terminate the provision of Documents via the Zoomit service by some or all Senders at any time, free of charge. Unless the Sender's terms and conditions stipulate a different notice period, any termination of this kind shall take effect on the following business day.

10.3

In the event of application of [Articles 10.1](#) or [10.2](#) of this Appendix, the Addressee undertakes to notify the Senders concerned as soon as possible and to agree new arrangements with them regarding the provision of Documents.

10.4

Subject to the below, the Bank may, with two months' prior notice, terminate the Zoomit service or the provision of Documents via the Zoomit service for some or all Senders.

In addition, the Bank may, at any time and without prior notice, terminate the Zoomit service or suspend certain services, in full or in part, if the User is in serious breach of their obligations towards the Bank, in particular following a failure to respect the security procedures and any unauthorised access or attempted access to Zoomit and/or to the Documents.