



## Savings Account Specific Terms and Conditions (valid from 01/04/2022)

### Article 1 – Purpose

In addition to the application of the provisions of the Bank's General Terms and Conditions, these terms and conditions apply to the BNP Paribas Fortis Savings Accounts for natural persons. They do not apply to Savings Accounts marketed under the BNP Paribas Fortis or Fintro brands.

In the event of any contradiction between the provisions of these terms and conditions and those of the Bank's General Terms and Conditions, these terms and conditions shall prevail.

### Article 2 – Deposits

All deposits are permitted, with no limit on the amount, provided that the account balance does not exceed the limit specified in the Schedule of Charges at the end of the accounting day.

If at the end of an accounting day the limit is exceeded, an amount corresponding to the surplus will be paid into a Deposit Account (non-regulated savings account) opened with the Bank in the name of the same account holder and which has identical management rules to those of the Savings Account (including the same mandate holders and the same rules in terms of management authority).

If the customer does not hold a Deposit Account when such a transfer is to be made and if the Bank does not make use of the possibility of making such a transfer to a current account as set out below, the customer authorises the Bank to open a Deposit Account free of charge, with management rules identical to those of the Savings Account, as well as the same mandates, with a view to making such a transfer.

However, the Bank reserves the right to transfer the amount corresponding to the surplus to a current account opened with it in the name of the same account holder and with identical management rules to those of the relevant Savings Account (including the same mandate holders and management rules).

If the Savings Account is linked to an investment service agreement, the transfer will be made to an account that is also linked to that agreement. In absence of such Deposit Account linked to that agreement to which the transfer may be made and if the Bank does not use its right to carry out the transfer to a current account linked to that agreement, the customer agrees that a new Deposit Account may be opened and that it may also be linked to that agreement.

The Deposit Account Specific Terms and Conditions and pre-contractual information are set out in Appendices 1 and 2 to these terms and conditions.

The number of Savings Accounts with Hello bank! and/or BNP Paribas Fortis is limited to one per account holder or per combination of account holders. For bare ownership/usufruct Savings Accounts, the same limit applies per combination of bare owner(s)/usufructuary. For the application of this rule, the Savings Accounts held on 1 April 2022 are not affected by this limitation, on the understanding that the customer concerned may not open an additional Savings Account.

Rental guarantee accounts opened in the form of Savings Accounts, as well as Savings Accounts subject to specific terms and conditions which derogate from these terms and conditions, are not included in the application of this rule.

### Article 3 – Withdrawals

Under current tax regulations, withdrawals from Savings Accounts can only be made for the following transactions:

1. cash withdrawals;
2. transfer, other than by virtue of a standing order, to an account opened with the Bank in the name of the Savings Account holder, or to a savings account opened with the Bank in the name of the partner (spouse or legal cohabitant) or of (one of) the parents or children of the Savings Account holder;
3. payment of principal, interest or charges owed by the Savings Account holder in connection with loans or credit extended by the Bank or an institution represented by the Bank;
4. payment to the Bank of insurance premiums and fees relating to the Savings Account, the cost or subscription price of securities, rent for safe-deposit boxes and custody fees for custody accounts.

Withdrawals for the transactions other than those referred to above are not permitted as these may lead to loss of the partial exemption on withholding tax on income generated by the Savings Account.

Contrary to article 26 of the General Terms and Conditions of the Bank, the Bank may, on either a specific or a general basis, impose a notice period of five calendar days for cash withdrawals greater than EUR 1,250 and may limit withdrawals to EUR 2,500 per fortnight.

#### **Article 4 – Remuneration**

The remuneration of Savings Accounts is composed of the base interest and a loyalty bonus.

The interest and bonuses are calculated separately at an annual rate. The Bank sets the base interest rate and loyalty bonus rate in accordance with applicable tax regulations. The interest rate and the loyalty bonus are provided in the "Schedule of Charges" document available in all the Bank's branches and on the website [www.hellobank.be](http://www.hellobank.be). Rates may vary in accordance with market conditions or changes in the statutory rate ceilings. Customers are advised of any changes in the base interest and loyalty bonus via a message enclosed with the next account statement.

##### **Base interest**

Base interest is acquired on a daily basis. The base interest is not guaranteed and may change daily as a result of any rate changes. Any increase in the base interest rate is however maintained for a period of at least three months, unless there is a reduction in the European Central Bank main refinancing operations rate. One single base interest rate is applicable per savings deposit at any given time.

##### **Loyalty bonus**

To receive the loyalty bonus, an amount must remain on deposit for 12 consecutive months.

In the event of a transfer other than by virtue of a standing order between two BNP Paribas Fortis SA Savings Accounts opened in the name of the same account holder, the time period to qualify for the loyalty bonus on the transferred savings deposit is satisfied as long as the transferred amount is at least EUR 500 and that the account holder concerned has not made three such transfers from the same Savings Account in the same calendar year.

When a loyalty bonus is earned on a deposit, a new 12-month bonus qualification period starts automatically.

The loyalty bonus applicable at the time of deposit or at the start of a new loyalty period remains applicable for the entire length of the loyalty period, except in the event of a transfer referred to in paragraph 2 above, in which case the loyalty bonus will be calculated pro rata temporis in accordance with the loyalty bonus rate applicable to each savings deposit.

#### **Article 5 – Calculation and payment of remuneration**

The value date is the date from which a deposit starts or stops yielding interest. A deposit generates interest, at the latest, from the day following the date of deposit, and stops yielding interest from the day of withdrawal.

However, in the event of a transfer between two BNP Paribas Fortis SA accounts, the value date is the date of the transfer for each of the accounts.

Refunds are deducted from those amounts for which the bonus qualification period is the shortest. If the same bonus qualification period applies to more than one amount, the amount for which the loyalty bonus is the lowest will be taken into consideration first.

Base interest is calculated annually on 1 January of the following year and is added to the capital in the Savings Account on 2 January, with a value date of 1 January.

Loyalty bonuses acquired are added to the account every quarter. They yield Base interest as from 1 April, 1 July, 1 October and 1 January respectively following the quarter during which they were acquired.

The holders of the Savings Account receive a statement providing a breakdown of interest added to the account. Capitalised interest and bonuses are taken into account when calculating the loyalty bonus at the end of the 12-month bonus qualification period.

For Savings Accounts which are entirely cleared down during the year, the remuneration already earned at that time may, on request, be paid at the same time as the capital.

#### **Article 6 – Withholding tax**

Base Interest and loyalty bonuses earned by individuals are exempt from withholding tax up to the interest ceiling specified in the Schedule of Charges.

#### **Article 7 – Inactive Savings Accounts**

No interest is paid on Savings Accounts if the balance is below the threshold specified in the Schedule of Charges or if no deposits or withdrawals have been made for a year. If a deposit or withdrawal on such an account is made, interest will start to accrue again from 1 January of the year in which the transaction takes place.

#### **Article 8 – Charges**

The Bank reserves the right to charge an annual management fee on Savings Accounts with a balance below the threshold specified in the Schedule of Charges at the end of the period given therein.

## **Appendix 1**

### **Deposit account : pre-contractual information**

#### **Information about BNP Paribas Fortis SA/NV**

The Deposit account, a non-regulated savings account, is a product of BNP Paribas Fortis SA/NV, Montagne du Parc 3, B-1000 Brussels (Brussels Register of Companies 0403 199 702, VAT BE 403 199 702), acting as the service provider (the "Bank").

BNP Paribas Fortis SA/NV is subject to prudential supervision by the European Central Bank and the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels, and to supervision in relation to investor and consumer protection by the Financial Services and Markets Authority (FSMA), Rue du Congrès 12-14, 1000 Brussels.

#### **Features of the Deposit account**

The Deposit Account is a non-regulated savings account, governed by the Specific Terms and Conditions applicable to the Deposit Account, on which interest does not benefit from tax exemption. There is no cap and a negative balance is not permitted. There is no limit to the amount that may be deposited in the account.

#### **Interest & charges**

The remuneration of the Deposit Account is composed of a base rate, a growth premium and a loyalty bonus, all expressed as a percentage on an annual basis.

- Base Rate: 0.00%
- Growth premium: 0.00%
- Loyalty bonus: 0.00%

Opening, closing, management, account statements and all transactions on the Deposit account are free of charge. If your account statements are sent by post, you will be charged the postage costs.

These fees are stated in the [schedule of charges](#) available in BNP Paribas Fortis branches and online at [www.bnpparibasfortis.be](http://www.bnpparibasfortis.be).

The Bank may, at any time, change the features, terms and conditions and other aspects of the Deposit account set out above. The relevant details will therefore be modified accordingly.

#### **Right to withdraw – Right to terminate**

##### *Right to withdraw*

You have the right to withdraw from the Deposit Account opened remotely or outside a bank establishment without penalty and without giving a reason. You may exercise this right for a period of 14 calendar days after opening the account by sending a registered letter to BNP Paribas Fortis SA/NV, Montagne du Parc 3, 1000 Brussels. This period shall begin on the day on which the contract is signed or on the day on which the contractual terms and conditions and pre-contractual information are received, if that day is later than the date on which the contract is signed.

In order to exercise this right of withdrawal, the template form appended to this document may be used. However, the use of this template form is not compulsory. Other declarations unambiguously demonstrating the Deposit account holder's wish to withdraw are also permitted.

In the event of a withdrawal, you will only have to pay the costs of any services that have actually been provided, at the applicable rates. If you do not exercise the right to withdraw, your Deposit account will be maintained for an indefinite period.

##### *Right to terminate*

In accordance with article 14 of the General Terms and Conditions, the account holder(s) may, at any time, terminate the Deposit account by giving thirty days' notice (starting from when the notice is sent) by registered letter. The Bank may likewise terminate the account by giving two months' notice. In the event of non-performance of a commitment or of breach of trust, the relationship may still be terminated without prior notice, by registered letter.

#### **Governing law – Competent courts – Miscellaneous**

The relationship between you and the Bank, both prior to the opening of the savings account and after its opening, shall be governed by Belgian law.

Any action concerning the savings account agreement and its execution shall be brought before the court specified in article 23 of the BNP Paribas Fortis SA/NV General Terms and Conditions.

Any communication in connection with, or resulting from, the opening of the savings account must be in the language recorded in the files of the bank at the start of the relationship.

## Right of recourse

Without prejudice to any legal recourse, your complaints may be submitted in writing to:

BNP Paribas Fortis SA/NV  
Complaints Management Service  
Montagne du Parc 3  
1000 Brussels  
Tel.: +32 2 228 72 18  
Fax: +32 2 228 72 00

If the solution proposed by the Bank is not satisfactory to you, you may refer the dispute to:

Ombudsfm – Ombudsman in financial conflicts  
North Gate II – Boulevard du Roi Albert II 8, bte 2 -1000 Brussels  
Tel. +32 2 545 77 70  
E-mail: [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be)  
[www.ombudsfm.be](http://www.ombudsfm.be)

As a consumer, you can also lodge a complaint relating to an online sale or service via the form available on the European Union website <http://ec.europa.eu/odr>.

## Codes of conduct

In its relations with individual customers (natural persons addressing the Bank in the context of their private interests and not their professional activities), the Bank observes the following codes of conduct, which you can consult on the Bank's official website [www.bnpparibasfortis.be](http://www.bnpparibasfortis.be):

- Febelfin Code of Conduct on Customer Relations: "Bonne relation bancaire.be" (good banking relationship)
- Rules of conduct for handling complaints

## **Appendix 2**

### **Deposit Account Specific Terms and Conditions**

#### **Article 1 – Purpose**

In addition to the application of the provisions of the Bank's General Terms and Conditions, these terms and conditions apply to the BNP Paribas Fortis Deposit Account. This is a non-regulated savings account to which partial exemption from withholding tax does not apply. In the event of any contradiction between the provisions of these terms and conditions and those of the Bank's General Terms and Conditions, these terms and conditions shall prevail.

#### **Article 2 – Deposits**

All deposits are permitted, irrespective of their amount.

#### **Article 3 – Withdrawals**

Withdrawals may only be made for the following transactions:

1. cash withdrawals;
2. transfer, other than by virtue of a standing order, to an account opened with the Bank in the name of the holder of the Deposit Account, or to a savings account opened with the Bank in the name of the partner (spouse or legal cohabitant) or of (one of) the parents or children of the holder of the Deposit Account;
3. payment of principal, interest or charges owed by the account holder in connection with loans or credit extended by the Bank or an institution represented by the Bank;
4. payment to the Bank of insurance premiums and fees relating to the Deposit Account, the cost or subscription price of securities, rent for safe-deposit boxes and custody fees for custody accounts.

Withdrawals for transactions other than those referred to above are not permitted.

Contrary to article 26 of the General Terms and Conditions of the Bank, the Bank may, on either a specific or a general basis, impose a notice period of five calendar days for cash withdrawals greater than EUR 1,250 and may limit withdrawals to EUR 2,500 per fortnight.

#### **Article 4 – Remuneration**

Remuneration is composed of base interest, a growth premium and/or a loyalty bonus. The growth premium and the loyalty bonus cannot be combined and can therefore not be granted jointly for the same deposit.

The interest, premium and bonus are calculated separately at an annual rate. The Bank sets the base interest and any growth premium and/or loyalty bonus.

The interest rate, growth premium and the loyalty bonus are provided in the "Schedule of Charges" document available to customers in all the Bank's branches and on the website [www.bnpparibasfortis.be](http://www.bnpparibasfortis.be). Changes to the base interest, premium and bonus shall be communicated to customers via a message enclosed with the next account statement.

Holders of a Deposit Account receive a statement with details of interest every quarter. The following are shown separately on the statement: the amount of the base interest, the growth premium and the loyalty bonus.

The value date is the date from which a deposit starts or stops yielding interest.

However, in the case of an internal transfer between two BNP Paribas Fortis SA/NV accounts, the value date is the date of the transfer for each of the accounts.

#### **Base interest**

Base interest is acquired on a daily basis. A deposit generates interest, at the latest, from the day following the date of deposit, and stops yielding interest from the day of withdrawal. The base interest is not guaranteed and may change daily as a result of any rate changes.

#### **Growth premium**

"Growth premium" means the premium granted on the increase in savings, including interest and bonuses capitalised quarterly. The growth premium starts on the first day after the payment date. It is earned overnight six months later, provided that the deposit remains in the account for six consecutive months. Contrary to the loyalty bonus, the growth premium is earned only once; as soon as the growth bonus is earned, the amounts are taken into account for the loyalty bonus. The rate of the growth premium is that in force on the deposit date. It is guaranteed for the deposit despite any subsequent changes in interest rates.

## **Loyalty bonus**

To receive the loyalty bonus, an amount must remain on deposit for 12 consecutive months. The loyalty bonus is earned either 12 months after the growth premium is earned, or 12 months after the date on which the newly earned loyalty bonus expires. The rate of the loyalty bonus is not guaranteed. The bonus is calculated pro rata temporis in accordance with any changes in interest rates.

### **Article 5 – Calculation and payment of remuneration**

Refunds are deducted from the last amounts paid into the Deposit account. They are deducted firstly from amounts which have not yet conferred entitlement to a growth premium, and after that, from amounts for which the loyalty bonus has not yet been acquired. Bonuses and interest credited to an account are regarded as payments when applying the rule.

Base interest and bonuses earned are added to the capital in the Deposit Account on the second day of the following quarter, with a value date of the first day.

For Deposit Accounts which are entirely cleared down during the year, the interest and bonuses already earned at that time may, on request, be paid at the same time as the capital.

### **Article 6 – Withholding tax**

Interest and bonuses on the Deposit Account are subject to withholding tax due on non-regulated savings accounts.

### **Article 7 – Charges**

Any charges that may apply to the Deposit Account or to deposits into the account are set out in the Schedule of Charges and on the website [www.bnpparibasfortis.be](http://www.bnpparibasfortis.be).

### **Appendix 3**

#### **TEMPLATE WITHDRAWAL FORM**

**(Please complete and return this form if you wish to exercise your right to withdraw)**

- For the attention of:

BNP Paribas Fortis SA/NV

Montagne du Parc 3

B-1000 Brussels

- I/We (\*) hereby notify you of my/our (\*) withdrawal from the contract relating to the sale of the property (\*)/for the provision of service (\*) below

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— Ordered on (\*)/Received on (\*)

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- Name of the consumer(s)

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— Address of the consumer(s)

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The Bank processes your personal data in accordance with the BNP Paribas Fortis SA/NV Privacy Notice, which is available at <https://www.hellobank.be/legal-notice/privacy>, as well as at all branches.

- Date:

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— Signature of consumer(s)

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(\*) Delete as appropriate