



BNP PARIBAS
FORTIS

Easy Banking Business

General Terms and Conditions

I. General Provisions

1.1. Purpose

The purpose of these General Terms and Conditions is to define the rights and obligations of the parties in relation to the Service (as defined hereunder) from the Bank (as defined hereunder).

1.2. Contractual Framework

These General Terms and Conditions consist of a general framework containing the general provisions applicable to each Function (defined below) and special frameworks containing the provisions that are specific to the Functions concerned. In the event of any conflict between them, the provisions that are specific to a Function will prevail over those of the general framework.

The contractual relationship between the Customer and the Bank with respect to the Service is governed by these General Terms and Conditions, by the contract pertaining thereto, by the license for any Mobile Application available on the Website, by the technical manuals and annexes, by the security rules and the amendments made to these documents and/or the Service (hereinafter, jointly referred to as the "Contract").

The contractual relationship between the Customer and the Bank is also subject to the Standard Terms and Conditions of the Bank.

In the event of any conflict between those Standard Terms and Conditions and this Contract, the provisions of this Contract will prevail to the extent that they differ from such conditions. The Customer confirms that he or she is fully aware of, and agrees to, the provisions of these General Terms and Conditions.

In compliance with the *Code de Droit Economique* (Code of Economic law), the parties accept that the optional provisions on information and transparency relative to the company's information services do not apply to the Contract.

1.3. Applying for the Service

The Service is reserved for natural persons and legal entities that are Customers of the Bank and are acting exclusively for business purposes. Nevertheless, the Bank reserves the right to consider any application for the Service.

The Customer obtains access to the Service, by signing a contract in which he selects the online and/or mobile management methods and potential application of this management to other eligible services within the Bank, and where necessary, the Functions.

1.4. Definitions

In these General Terms and Conditions, the terms with an initial capital are to be construed as defined below:

Access, Identification and Signature Means:

The means made available by the Bank, or otherwise accepted by it, which enable identification, secure communication, approval and signature in an electronic way within the context of the Service. These means include in particular the use, combined or not, of a secure card (smart card), a dedicated mobile application, one or more digital certificates, any personalised security data and access procedures adapted according to the interface used, including the Service's security components.

They shall be mentioned on the Website and may be adapted or supplemented at any time (depending upon technological developments).

Account(s):

All existing and future Accounts opened with the Bank in any way whatsoever, of which the Customer is holder, co-holder or agent.

Bank:

BNP Paribas Fortis SA/NV, with its registered office at 1000 Brussels, Montagne du Parc/Warandeborg 3, B-1000 Brussels, VAT BE0403.199.702, RPM/RPR Brussels. The Bank is registered as an insurance broker with the FSMA.

The Bank distributes products acting either in its own behalf or on behalf of other entities, which may or may not be part of the BNP Paribas Group (as defined in Article 8 of the Bank's Standard Terms and Conditions), for whom it acts as an intermediary, subcontractor or partner.

Card(s):

Debit card(s), Credit card(s), Access card(s) or Cash deposit card(s) issued by the Bank and linked to a Customer Account.

Debit card(s):

Card(s) issued under the BNP Paribas Fortis brand, for which one or more of the following services have been activated: cash withdrawals at the Bank's ATMs or at other ATMs in Belgium and abroad, point-of-sale payments in Belgium and abroad, Self, Cash deposit.

Credit card(s):

MasterCard or Visa cards issued by the Bank.

Access card(s):

Cards which enable access via the Bank's machines or appliances to Cash deposit, ATM cash withdrawal, Self, transfers and consulting the balance of the account.

Cash deposit card(s):

Cards which make it possible to deposit banknotes into a Customer's current account through specially equipped Bank's ATM.

Certification Authority:

Any authority recognised by the Bank, requested to issue and manage digital certificates as part of the Access, Identification and Signature Means.

Certificate Policies:

A specific series of rules, including, where applicable, specific terms of use, that apply to digital certificates used within the framework of the Service. They define the requirements for the issue, management and use of digital certificates and the related cryptographic technology used for authentication, confidentiality, data integrity and non-repudiation services. Only the Certificate Policies that apply to the Access, Identification and Signature Means made available by the Bank itself under the Contract, are accessible online on the Website.

Contract Manager(s):

Any User designated by the Customer to manage online and where applicable via any Mobile Application, the Contract, the Functions and other eligible services within the Bank, in their capacity as the agent of the Customer using the Access, Identification and Signature Means that he/she is authorized to use.

Customer:

Any natural person or legal entity that is a Customer of the Bank and signs, exclusively as part of its professional activity, a contract with respect to the Service.

Functions:

All existing and future services that form part of the activities of the Bank and made available via the Website and/or any Mobile Application as part of the Service.

Depending on the interface used, the available Functions can be viewed on the Website or in any Mobile Application. The contents of the Service are evolving and some Functions may be modified, discontinued or added by the Bank.

Quality Account(s) (Compte(s) de qualité / Kwaliteitsrekening(en)):

Account(s) opened with the Bank by certain professionals in their own name or in the name of their company and into which are deposited the funds which they receive in the course of carrying out their professions for customers or third parties.

Client Account (Compte(s) rubriqué(s)/ Rubriekrekening(en)):

Individual Quality Account(s) opened in the context of a particular case or for a particular customer

Mobile application(s)

Any mobile application made available by the Bank in connection with access to and use of all or part of the Service.

Representative(s):

Any User designated for the specific purpose of managing online any document made accessible and required by the Bank to comply with legal and/or regulatory requirements, including tax requirements.

System Requirements:

The System Requirements consist of the software required to be able to use the Service. They can be viewed on the Website, under the section “Technical requirements”.

The Service:

The Website, any Mobile Application, online and/or mobile management, including management of any document made accessible by the Bank, all the Functions and related software.

User(s):

Any natural person designated by the Customer or by the Contract Manager(s) to use all or part of the Service in the capacity of agent of the Customer, using the Access, Identification and Signature Means that he/she is authorized to use.

Website:

Refers to the Website at the address <https://easybankingbusiness.bnpparibasfortis.be> (or any other address that the Bank may from time to time publish) that provides access to the Service.

II. Description of the Service:

Depending on the Functions that apply to the Customer, the Service allows the Customer

- to view and manage the information contained in his or her Contract and his or her Functions
- to consult, download and send any document or document request made accessible via the Service. The evolving list of document requests made accessible as well as the procedures for sending them are available on the Website.
- to select and use the Functions online or via any Mobile Application;
- to apply for changes to the Contract and to the Functions;
- as the case may be, to manage online other eligible services within the Bank, according to the options and to the modalities he or she has selected. If need be, online management can be exercised by the Customer on his own behalf, or based on appropriate instructions, on behalf of other customers of the Bank acting exclusively for professional purposes.

In application or because of provisions prescribed by foreign legislation, the Bank reserves the right to limit access to and use of all or part of the Service depending on the place of residence and/or the nationality of the Customer or his authorised representatives.

III. Administration of the Service

3.1. Contract Manager and User Appointment and Identification

The Bank must validly identify every Contract Manager and User. As part of the Service, the Customer will appoint the Contract Manager(s) and the User(s) and determine their powers in the Contract; the Customer will do this for the Users, where necessary, via the Contract Manager(s).

By designating a Contract Manager or a User (the latter, if applicable, being designated by the Contract Manager(s)), the Customer authorizes them to obtain or use its Access, Identification and Signature Means, to access and to use the online Service, as well as other eligible services provided by the Bank according to the rights granted to them.

Access to and use of the Service by a User, other than a Contract Manager, via any Mobile Application, in accordance with the rights granted to it for the management of the Online Service, require specific authorization from the Customer or Contract Manager. In this case, the Customer acknowledges and accepts that any User so designated is authorized to use any Mobile Application concerned and to accept the corresponding user license, as amended from time to time, in the name and on behalf of the Customer.

A Customer who is a natural person may, depending on the technical parameters of the Service, register or be registered in the Service with the broadest powers that may be granted to a Contract Manager and / or to a Representative.

The Customer is solely responsible for compliance by the Contract Manager and the User with the terms and conditions of the Contract, and for the management and the monitoring of the Contract Manager and User rights to access and use the Service or, with respect to the Contract Manager(s), other eligible services within the Bank.

The Customer vouches for the accurate and correct nature of all data and/or, if applicable, all documents provided relating to the Contract Manager(s) and the User(s). The Customer agrees that the Bank accepts no responsibility for erroneous data provided to the Bank within the Service.

3.2. Contract Manager Rights

Without prejudice to possible statutory restrictions and provisions specific to the Functions, or other eligible services of the Bank, the rights of the Contract Manager automatically include all the following rights:

- viewing and amending information concerning the Contract and the Functions;
- applying for and removing Functions;
- determining, adding or deleting Representatives and Users for each Function, including the attribution or authorization to use Access, Identification and Signature Means and their management,;
- determining and modifying the rights of the Representatives as well as User rights for each Function;
- the granting or removal to a User of the right to access and use the Service via any Mobile Application,
- granting a User the right to view the Contract data;
- as far as he/she is concerned, the granting to himself/herself of the rights of a Representative, as well as User rights for each Function and the modification of these rights, as well as authorization to use all Access, Identification and Signature Means and the management thereof.;
- as far as he/she is concerned access to and use of the Service by any Mobile Application or, depending on the technical parameters of the Service, the granting of this right to himself/herself, including acceptance in the name and on behalf of the Customer of the license of use, as amended from time to time, which is specific to the Mobile Application concerned, as well as the suppression of this right.
- signature of any request for operational modification to the Easy Banking Business contract made by the Customer to the Bank and introduced by the Bank into the Service for online acceptance and signature.

These rights as well as their operating process may vary from one Function to another and are agreed in the contract signed by the Customer and, where appropriate, in the rider related to a new Function chosen by the Customer.

The Customer acknowledges and accepts that any instruction, signed online by the Contract Managers as part of their management will replace, where applicable, the same instructions in force or being processed at that time, introduced in writing within the present Contract.

The Customer shall bear full responsibility for any prejudicial consequence which may result from the fact that similar instructions introduced online and in writing under the present Contract are sent to the Bank.

3.3. User Rights

Without prejudice to any legal restrictions and provisions that are specific to the Functions, the following general User rights are available within the Service:

- no access right,
- consult right,
- initiate right,
- sign right.

These rights may vary from one Function to another and are either agreed in the contract signed by the Customer and, where appropriate, in the rider related to a new Function chosen by the Customer, or agreed, as part of the management on line, by the Contract Manager(s).

The usage ceilings are defined per Contract, per Function and per User. They determine the maximum amount per operation and per User.

However, for security reasons, in the event of fraud or similar abuse, or depending on the online or mobile channel used, the Service may limit this maximum amount to certain limits that the Bank determines in its sole discretion.

Without prejudice to the foregoing, the Customer authorises the Users to manage online their personal data and their business contact data for the purposes of the Service, as well as their preferences for notifications to be received from the Bank.

3.4. Rights of the Representative

Without prejudice to possible statutory restrictions or provisions specific to the documents, the rights of the Representative for online management of documents made available and required by the Bank automatically include the following rights:

- consult right
- right to complete documents
- sign right (alone or with two, depending on what has been chosen).

The rights of the Representative(s), the way they are exercised and the addition or removal of Representative (s) are determined either in the contract signed by the Customer / any amendment to the contract or within the framework of online management by the Contract Manager (s) or by any other means agreed between the parties.

3.5. Requests with Special Treatment

Some requests made by the Customer's representatives in connection with the Service, in order to be effective, may need validation by the Bank (inter alia creation or deletion of a User or a Contract Manager, activation of User rights for execution of banking transactions) or prior agreement from the Customer (inter alia subscription for some new Functions).

3.6. Instructions to the Bank

Instructions from Contract Managers which cannot be approved in the Service because they do not comply with the terms for exercising the rights selected by the Customer are put on hold in the Service. The Customer is allowed to communicate similar instructions to the Easy Banking Business Helpdesk by using means other than those provided for in the Service and authorised by the Bank. Provided that these instructions are complete, accurate and duly signed by the Customer, the Bank will endeavour to implement them within a reasonable timeframe. Such instructions replace the corresponding instructions put on hold in the Service and constitute authority from the Customer to the Bank to delete the latter from the Service.

IV. Access and Usage Terms and Conditions

4.1. Delivery and Installation

The Service requires a computer and, where applicable, a compatible mobile device for the installation of any Mobile Application, with Internet access and meeting the System Requirements.

The Bank will inform the Customer of the technical features and configuration of the computer and the mobile device required to enable the Service to function correctly via technical manuals and/or screens on the Website.

The Customer accepts that the System Requirements may be amended at any time as a result of necessary changes, maintenance and technical development concerning the Service and undertakes to comply with those amended requirements. Depending on the circumstances, the Customer will be granted a reasonable period to make the necessary modifications.

4.2. Access, Identification and Signature Means

4.2.1. General provisions

Access to, and use of, the Service by Contract Managers and/or Users requires the use of Access, Identification and Signature Means. Contract Managers and Users will comply with the instructions relating thereto, under the responsibility of the Customer.

Such means are provided directly under the Contract or as part of an appropriate secure system approved beforehand by the Bank. The latter can be viewed on the Website.

Depending on the security level of these means, the Bank shall determine the extent of their respective availability for the purposes of accessing and using the Service, as well as the online management by the Contract Managers of the Bank's other eligible services.

4.2.2. Applicable rules to the Access, Identification and Signature Means provided by the Bank itself under the Contract.

Security components

Access to and use of the Service require the prior installation of security components by each Contract Manager and each User. These components are regularly adapted according to the development of security techniques. Contract Managers and Users will be informed of all new versions of security components that they will be required to install. A reasonable transition deadline will be set accordingly. Immediate or very rapid installation may be required by the Bank, particularly for security reasons.

Access to the Service will be automatically refused to all Contract Managers and Users who have not installed the new version by the required deadline.

By installing any version of the Service security components, the Customer accepts that some parameters and modules, the details of which cannot be revealed for security reasons, may only be activated later, when the Bank deems it necessary, particularly for security reasons.

PKI@BNPPF Certificate

In order to use the Service, if necessary via an electronic message to which an advanced electronic signature is attached, the Contract Manager or User must first register and obtain one PKI@BNPPF certificate. The Bank will act as the registration authority and execute the registration. The certification is executed by the Certification Authority and includes, inter alia, the issue and monitoring of PKI@BNPPF certificates, as well as depository services for such certificates. The parties agree that the Bank will exclusively select the Certification Authority and that the recognition of the Certification Authority in its country of origin or any other country is a relevant, if not a determining factor. The registration and certification services are executed in accordance with the applicable PKI@BNPPF Certificate Policy. This Certificate Policy describes in particular the registration and certification processes, the usage terms and conditions for the means that allow the use of the PKI@BNPPF certificates issued and the storage period for data related to the certification.

The applicable PKI@BNPPF Certificate Policy is available for consultation on or via the Website.

The Customer undertakes to comply with the Certificate Policy applicable to the issued PKI@BNPPF certificates, and to regularly consult this policy.

The Customer undertakes to ensure that the Contract Managers and Users also do so.

Registration

Registration requires that the Customer provide the information and documents requested by the Bank, particularly with respect to identity, legal ability, representation and other specific competencies.

For the PKI@BNPPF certificate to be issued, every Contract Manager and User must be duly registered in accordance with the PKI@BNPPF Certificate Policy. The Contract Manager and User being the actual Customer, a natural person to whom a PKI@BNPPF certificate is granted, or a natural person for whom the Customer requested a personal PKI@BNPPF certificate and for whom the Customer is responsible.

The Bank is entitled, at its own discretion, to refuse to initiate or complete the registration procedure for a person for whom a PKI@BNPPF certificate request has been submitted.

The information and documents requested by the Bank must be provided for each Contract Manager and User.

The Customer guarantees that all information and/or documentation, including that from the Contract Managers and Users, is correct.

Issue of a PKI@BNPPF Certificate

A Contract Manager or User will only obtain a PKI@BNPPF certificate if they have duly completed the registration procedure. The Customer undertakes to inform his/her Contract Manager(s) and Users of all obligations that he/she enters into under the Contract, including the requirements of the applicable PKI@BNPPF Certificate Policy; he/she is responsible for ensuring that his/her Contract Manager and Users comply with such obligations. Any use of the Service by a Contract Manager and/or a User will be regarded as use by the Customer.

In accordance with the applicable PKI@BNPPF Certificate Policy, the use of the PKI@BNPPF certificate is subject to all other restrictions contained in that certificate, including the period of validity. The Certification Authority makes provision in the procedures to check the content of all PKI@BNPPF certificates and keeps a currently held database of all these certificates up to date.

Non-use of the secure card (smart card)

The Bank reserves the right to deactivate any secure card (smart card) that has not been used for more than one year. The Bank will inform the Client of this. Deactivation is definitive and results in blocking access to the Service for the User holding this card.

Unauthorized Use

Any illegal or incorrect use of the Service, or attempt, by the Customer may result in the closure and/or blocking of access to the Service and/or the restriction of ceilings assigned to the Contract Manager(s) and/or User(s) and/or the withdrawal of the PKI@BNPPF certificate(s). These rules cannot in any way incur the Bank's liability or lead to any entitlement to compensation.

Revocation of a PKI@BNPPF Certificate

The Customer undertakes to immediately revoke the PKI@BNPPF certificate(s) concerned in the circumstances stated in this regard in the applicable PKI@BNPPF Certificate Policy and comply with the revocation procedure contained therein. The Bank will take into account as quickly as possible a duly formulated revocation request and, in any case, at the latest on the third bank business day following the date on which it received the revocation request. The PKI@BNPPF certificate(s) may be revoked and/or access to the Service may be immediately suspended, particularly if:

- there are serious grounds for believing that the certificate concerned was issued on the basis of wrong or false information, that the information on that certificate no longer corresponds to the actual situation or that the confidential nature of the information concerning the creation of the signature was infringed;
- imposed by a court decision;
- the Contract is terminated by one of the parties, in accordance with Article VIII below;
- the Certification Authority ceases its activities without their being taken over by another certification services provider that can guarantee an equivalent level of quality and security;
- there is a serious risk of misuse or fraudulent use of a certificate;
- the Bank is informed of the death of a Contract Manager or a User.

The Customer will be informed of the revocation and the grounds therefor.

The revocation of a PKI@BNPPF certificate is definitive. If such a certificate lapses or is revoked, the holder thereof may no longer use the Access, Identification and Signature Means or have these certified by another certification services provider.

4.2.3. Certificate issued by the "BNPP Instant CA" Certification Authority

On-the-fly creation of a single-use certificate

The Bank may require that the User - for the data type (s) it determines, in addition to holding a PKI @ BNPPF certificate- creates an advanced electronic signature based on a single-use certificate.

To this end, the User authorizes the Bank, for the electronic data which it proposes to him on the screen, to create or cause to be created an electronic signature certificate identifying the User and to create his electronic signature by means of the single-use signature certificate issued by the "BNPPF Instant CA" Certification Authority. This certificate shall be subject to the general terms and conditions for the use of BNP Paribas Fortis Instant CA certificates, which may be consulted on the Website and will be provided on screen before the User's electronic signature is affixed.

The Customer undertakes to comply with the rules set out in the applicable Certificate Policy, as well as with the aforementioned general terms and conditions, and to consult these documents regularly. The Customer will ensure that the Users do the same.

Revocation of a single-use certificate

The request for revocation of a single-use certificate may only be initiated by the User by cancelling the request for signature, in particular if the information contained in the certificate presented to him is incorrect.

4.2.4. The itsme application

itsme is a mobile application offered by Belgian Mobile ID SA (whose registered office is Place Sainte Gudule 5, 1000 Brussels, no. ECB 0541.659.084). Depending on the possibilities offered by the Bank, the functionalities of the itsme application may be used as an identification method in the context of the procedure for accessing the Service and

approving certain orders, actions or transactions initiated via the Service and whose updated list may be consulted on the itsme page of the Website.

Use of the itsme application in the context of the Service requires beforehand:

- personal registration of the User in the itsme application by the creation of an itsme account with Belgian Mobile ID SA linked to the personal and confidential itsme code that the User has chosen, in accordance with the terms and conditions of the agreement concluded between the User and Belgian Mobile ID and
- activation by the User of his/her own itsme account in the Service, using other Access, Identification and Signature Means, in accordance with the instructions and information available via the Service as part of this activation.

The use of the itsme application to access the Service and/or approve certain orders, actions or transactions initiated in the Service by a User requires an approval from the Customer or the Contract Manager.

Consequently, and in accordance with the provisions of Articles 6.1 and VII, the Customer assumes full responsibility for the use by its Users of the itsme application.

The Customer shall ensure that any Users authorised to access and use itsme in the Service shall act in accordance with the security requirements set out in the agreement concluded between these Users and Belgian Mobile ID.

This authorization may be withdrawn at any time by the Customer or the Contract Manager.

4.3. Execution of Operations, Orders and Actions Sent Using the Service

The Bank executes the operations, orders and actions sent as part of the Service, without prejudicing their respective applicable rules agreed with the Customer in the Contract and otherwise.

V. Scope of Usage Rights and Intellectual Property

The Service, its components and in particular the Website, any Mobile Application and the Access, Identification and Signature Means are protected and are subject to intellectual and industrial property rights owned by the Bank as the owner or as a result of regular licenses.

This Contract in no way authorizes the assignment of these rights in full or in part. The Customer, the Contract Managers and Users will refrain from any breach of the aforesaid property rights.

The Customer, the Contract Managers and Users obtain only the non-exclusive and non-transferable right to use the Service in accordance with the Contract. The Customer, the Contract Managers and Users may not:

- make the Service available to third parties directly or indirectly, in full or in part, free of charge or for payment;
- copy, translate, adapt, compile or modify in any way whatsoever the Service, the Functions or the related documentation, without the prior authorization of the Bank;
- delete statements in the Service or the related documentation relating to the Bank's copyrights.

The Customer must take all necessary measures to protect the intellectual and industrial property rights and guarantees that its staff will act in accordance therewith.

In the event of termination of the Contract or revocation of a Contract Manager or a User, the Customer guarantees that, at the discretion of the Bank, he/she will return all software, hardware, documentation and copies thereof to the Bank, as well as remove and/or destroy software, documentation and copies thereof.

VI. Obligations of the Parties

6.1. Customer's Obligations

6.1.1. General Provisions

The Customer will ensure that the Service is used in accordance with the provisions of the Contract and, in general, in a responsible manner. In order to ensure the smooth functioning of the Service and the implementation of Article IX, (Modification), the Customer will ensure that he or she reads the amendment notices on a regular basis.

The Customer is the sole beneficiary of the Service and may not transfer the Contract or the information contained therein to third parties. As an entity that participates in the request for the issue, acceptance, use and revocation of certificates issued in accordance with the Service, the Customer is bound by the obligations and liability applicable to this participating entity, as set forth in the applicable Certificate Policies.

The Customer acknowledges and guarantees that it has the legal capacity to subscribe for the Service and to use it via the agents it appoints.

The Customer undertakes to inform its Contract Managers and Users of all obligations it assumes under the Contract and must ensure that they fulfil these obligations. The Customer is solely liable for any prejudicial consequences, which may arise because of misuse or incorrect or illegal use of the Service by the Contract Managers, Users or third parties.

The Customer undertakes, for all orders, to comply with the maximum limits agreed with the Bank.

The Customer will ensure that the User concerned is informed about any action related to their access and/or rights in the Service.

6.1.2. Security Rules

The Customer acknowledges and accepts that a permanently secure browser environment is a basic requirement to access and use the Service, and that the Bank cannot be held liable for a security risk caused by the computer, mobile devices, browser, operating system, internet connection, firewall, network, etc. of the Customer.

The Customer will ensure that the Service is used in accordance with the security rules relating to proper conduct on the internet, its devices and secure equipment and, if applicable, secure networks. To this end, the Customer will take all necessary precautions, protective measures and use any available updates against any computer security threat, in particular against viruses and spyware, and will ensure that at no time a third party may take control of its devices and security equipment. The Customer undertakes to comply with these security measures and other measures indicated on the Website-under the section relating to online security and to ensure that they are respected by Users, including in the event that Users use their own devices or security equipment.

The Customer shall ensure that the Service is used in a manner that complies with the technical and security instructions that are made available by the Bank during the life of the Contract by any means appropriate, and in particular via the Website and any Mobile Application, t and also those related to the itsme application.

6.1.3. Security and Management of Access, Identification and Signature Means

The Customer accepts and undertakes to take all the steps required to avoid unauthorized third parties becoming aware of the identification and security procedures.

The Access, Identification and Signature Means are strictly personal to each Contract Manager and User and may not be transferred to another person. They must be kept in a safe place. The Customer must take all necessary steps to prevent third parties from acquiring and using them.

Access to the Accounts by a third party service provider as referred to in Article 6.1.4 requires the use of an Access, Identification and Signature Means so that the Bank can provide such access.

To this end, the Customer shall be redirected to the Service in order to use these means or, if this is not the case, the Customer shall be invited by the third party service provider to communicate an authentication code or to disclose personalised security data to the third party on the Website or in the third party's application. The Customer must then comply with the requirements of Article 6.1.4.

The Customer is responsible for the preservation and security of the Access, Identification and Signature Means and is fully liable for their use by the Contract Managers and Users. It is the responsibility of the Contract Managers and Users to ensure at all times that the use of an Access, Identification and Signature Means corresponds to an operation, order or action that they give to the Bank and which is binding on the Client.

In order to access the information provided by the Service, the Customer must prove his or her identity. Access to this information is restricted to the Contract Managers and Users.

Any use of the Service must be authenticated with means of Access, Identification and Signature Means. The Customer is unconditionally responsible for all uses of the Service by a Contract Manager or User.

Without prejudice to Article 4.2.2. relating to the revocation of a PKI@BNPPF certificate, to Article 4.2.3 in relation to the revocation of a single-use certificate; and to Article 4.2.4 in so far as it concerns the blocking of the use of the itsme

application in the Service, the Customer must inform the Bank (the EBB Helpdesk) or any third party designated by the Bank (e.g. CARDSTOP) without delay of the loss, theft, fraudulent use, unauthorized use or any risk of incorrect use of the Access, Identification and Signature Means provided directly by the Bank as part of the Service, as soon the Customer becomes aware of such issue. The procedures of access to the assistance services are provided on the Website.

When the loss, theft, fraudulent or unauthorised use or risk of misuse concerns an Access, Identification and Signature Mean issued by or via a third party, the Customer is required to inform the third party or the subcontractor designated by the latter without delay as soon as it becomes aware of such an issue, in accordance with the terms and conditions agreed with the third party.

If the Customer fails to provide this information or, where appropriate, fails to comply with this procedure, the Customer will be fully and unconditionally liable for the use of the Service and for any loss arising therefrom. The Customer will also be fully liable for all loss or damage that it, the Bank or a third party incurs as a result of the late revocation.

The Customer undertakes to compensate the Bank in full for damage and loss incurred by the Bank that is the direct or indirect result of the incorrect or improper use of the Service or of an infringement of a condition in the Contract.

6.1.4. Use of third party provider services

For the purposes of the following provisions, the Customer acknowledges and accepts that it acts through the Users designated in the “Accounts and Payments Function” in accordance with their rights in such Function.

(i) Notwithstanding anything else to the contrary in these General Terms and Conditions or in any other terms applicable in pursuance thereof, the Customer may instruct a third party provider to access information on the Accounts that are accessible online and/or give the Bank the Customer’s instructions to make payment transactions from the Accounts that are accessible online and/or query the Bank as to availability of funds on the Accounts that are accessible online and that are linked to a card-based payment instrument issued by that third party provider.

The Customer must check that the third party provider is duly licensed or accredited as a credit institution or payment institution to provide in Belgium payment initiation and/or account information services and/or to request the confirmation of the availability of funds before making use of its services.

Where the Customer has used an licensed or accredited third party payment initiation services provider, the Customer shall address itself to the Bank for notifying and rectifying an unauthorised or incorrectly executed payment transaction.

In this case, Article 44 of the Bank’s Standard Terms and Conditions (Payment Services/Liability) shall apply.

(ii) Any instructions provided by a third party as referred to in subparagraph (i) shall be deemed to be valid instructions from the Customer to the Bank for the purposes of these General Terms and Conditions and shall be treated in the same way under these General Terms and Conditions as an instruction given directly to the Bank by the Customer.

(iii) The Bank reserves the right to refuse an instruction as referred to in subparagraph (ii) in the same cases where the Bank has the right to refuse an instruction directly given by the Customer.

(iv) The Bank may deny access to the Accounts and therefore refuse an instruction as referred to in subparagraph (ii) where there are justified and evidenced reasons relating to unauthorised use or fraudulent activities by the third party provider referred to in subparagraph (i). Before doing so, the Bank will inform the Customer that it intends to deny access and gives its reasons for doing so, unless it is not reasonably practicable to do so, in which case the Bank will inform the Customer immediately afterwards. In either case, the Bank will inform the Customer in the manner in which it considers most appropriate in the circumstances and will not be obliged to inform the Customer, where doing so would compromise its reasonable security measures or otherwise be unlawful. In the event the Bank denies access, it is required to notify the relevant authority that it has done so.

6.2. Bank’s Obligations

6.2.1. General Provisions

The Bank undertakes to implement all reasonable means within its ability to ensure the accessibility and proper functioning of the Service at all times.

However, the Bank will only be liable for any prejudicial effects of the Service in the event of fraud or gross negligence on its part.

As an entity that participates in the request for the issue, acceptance, use and revocation of certificates issued in accordance with the Service, the Bank is bound by the obligations and liability applicable to this participating entity, as set forth in the applicable Certificate Policies, available on the Website.

Without prejudice to the above, the Bank may suspend the Service, in full or in part, with the objective of maintaining or improving its IT equipment or the Service without prior notice. Such suspension in no way engages the Bank's liability nor any other right to compensation or to a penalty. The Bank will endeavour not to extend these interruptions for more than a reasonable period.

In addition to the provisions set forth in Article 6.1 above (Customer's Obligations) and without prejudice to the liability provisions contained in the applicable Certificate Policies relating to the Access, Identification and Signature Means provided by the Bank itself under the Contract, the Bank is not liable for any direct or indirect prejudicial effects arising from:

- an unauthorized combination of the Service with the Customer's programs;
- changes made to the Service by the Customer;
- the failure to comply with all or some of its obligations under the Contract, or to comply with them in good time, due to any cause that is reasonably beyond its control, including, but not limited to fire, explosion, riot, strike, labor dispute, power failure, a safety failure, substantial IT or telecom breakdown or acts and regulations of Belgian or supranational or foreign authorities, defective internet connection, malfunctioning of the Customer's equipment or remote transmission or telecommunication services provided by a third party.
- the unavailability of the itsme application.

The Bank's liability under the Contract is limited to EUR 25,000 per incident or series of related events.

6.2.2. Provision of information

The Functions enable the Customer to be provided with general and personal information concerning banking and insurance products and the transactions pertaining thereto carried out by the Customer.

The Service provides information on any crediting or debiting to an Account resulting from the use of the Service.

This includes at least the transaction(s) performed and the balance of the Account(s) to which the Service relates.

The Bank cannot be held liable, other than in the case of fraud or gross negligence, either in the event of certain information proving to be inaccurate or for the way in which the Customer interprets or uses the information provided.

6.2.3. Electronic Transactions, Orders and Actions

The Customer authorizes the Bank to execute electronic transactions, orders and actions received within the scope of the Service. They will not be executed if the electronic signature is incorrect or incomplete, or when they are cancelled between the time of issue and when they are executed, provided that the Bank could reasonably have taken action on such cancellation.

The Bank will confirm execution of the transaction, order or action by any appropriate means it chooses, in particular via notification sent with the account statements or an electronic message.

VII. Proof

The parties expressly agree that any use of the Access, Identification and Signature Means allowing a Contract Manager or a User to access and use the Service is considered as being the electronic signature of this Contract Manager or User. The parties expressly agree that the electronic signature, set up using the Access, Identification and Signature Means, constitutes for the parties proof of the identity of the Contract Manager or User and his or her agreement in respect of the content of transactions, orders and actions transmitted with said signature, and constitutes confirmation that the transactions, orders and actions issued by the Contract Manager or the User and received by the Bank are identical.

The Customer acknowledges being bound by this electronic signature and assumes full liability for any transaction, order or action from the Contract Managers and Users using the Access, Identification and Signature Means which have been made available to them as part of the Service.

No challenge relating to the use of the Service will be considered unless it is received within sixty (60) calendar days of the date on which the transaction, order or action concerned was executed or transmitted.

VIII. Contract Term, Suspension and Cessation of Service

8.1. This Contract is concluded for an indefinite period.

8.2. Without prejudice to Article IX (Modification), the Customer may terminate the Contract by giving one month's written notice sent by recorded delivery letter or handed to the Bank with acknowledgement of receipt.

8.3. The Bank may terminate the Contract by giving one month's notice sent by any appropriate means chosen by the Bank, including electronic messages.

8.4. The Bank may immediately suspend the Service, in full or in part, or immediately terminate the Contract:

- if it becomes aware of facts that seriously jeopardize its relationship of trust and confidence with the Customer;
- in the event of a severe or repeated violation(s) of the provisions of the Contract by the Customer and/or any of its Contract Managers or Users;
- if any of the following events occur: i) the Customer becomes insolvent as defined in the relevant legislation; ii) the Customer suspends payments on all or any class of its debts; iii) the Customer admits its inability to pay its debts as they fall due; iv) any step is taken by the Customer or any third party in order to declare the bankruptcy, judicial reorganization, liquidation, winding-up or dissolution of the Customer or v) any other equivalent event occurs which would, pursuant to relevant legislation, have a similar effect to those events mentioned above;
- in the event of inappropriate, fraudulent or illegal use of the Service by the Customer or any of its Contract Managers or Users;
- if the Bank discovers acts indicating illegal or fraudulent use, or attempted illegal or fraudulent use, of the Service;
- in the event of the Service not being used for a period exceeding one year
- in the case of (request for) termination of the designated charging Account without it being replaced.

Such an immediate total or partial suspension of the Service, or such immediate termination of the Contract, will not entitle the Customer to any kind of compensation, indemnification or claim whatsoever.

8.5. The Customer may claim repayment pro rata of the fees paid for the Service during the current period:

- in the event of unilateral termination of the Contract by the Bank, except in the cases referred to in Article 8.4;
- in the event of termination of the Contract by the Customer in response to a change in the pricing or essential conditions of the Service by the Bank.

IX. Modification

Without prejudice to the provisions concerning modifications to the System Requirements in Article 4.1 and the security components mentioned in Article 4.2.2, the parties agree that the Service and/or the Contract may be amended at any time on the initiative of the Bank. The Bank will notify the Customer of any significant (as defined by the Bank) changes and updates to the Service and/or of any changes to the Contract. The notification will be sent by any appropriate means chosen by the Bank, including e-mails (notably made available via the Service) and messages published on the Website and/or in any Mobile Application.

Any such change will take effect after a period of thirty (30) calendar days from the notice, unless a different period is required on legal or regulatory grounds, or as reasonably judged by the Bank.

The Customer is assumed to be aware of the notices of amendments and to have accepted them if he or she does not terminate the Contract in writing before the date the amendments come into effect.

Changes to the applicable Certificate Policies must not be reported in advance and may take effect immediately.

Notification is not required for minor modifications and updates to the Service and these may apply immediately.

X. Selection of New Functions and Operational Changes Requested by the Customer

Unless otherwise provided for in connection with the Function desired by the Customer, the Customer — via its Contract Manager(s) — lodges its request to activate the Function by completing and/or signing an online form using the Access,

Identification and Signature Means. The Bank will handle this request, provided that it is correct and complete and where the Bank has received, if appropriate, the additional information and/or documents required.

The Customer may submit a request for an operational change related to its selections under the Contract either through the Contract Manager(s), according to the rights assigned to them, or by contacting the help desk stated on the Website. Unless otherwise agreed in the Contract, this change will come into effect as soon as it has been processed by the Bank, on condition that the Bank, where applicable, has received all documents required to record such changes.

Notwithstanding the above-mentioned provisions, a PKI@BNPPF certificate is revoked in accordance with the revocation provisions laid down and/or referred to in Article 4.2.

XI. Data Protection

For the purposes and use of the Service, the personal information/data of the Customer and its representatives, including Users, as well as of any person acting for the Customer in any capacity whatsoever, are collected and processed by the Bank in accordance with the Privacy Statement, available on the Website.

In the context of the activation and use of itsme in the Service by Users, any of their personal data which may be collected when creating their itsme account will be communicated to the Bank by Belgian Mobile ID SA and used by the Bank for the purposes of the Service.

The Customer undertakes to inform the persons concerned about the Privacy Notice and any amendments thereto. The Customer vouches for the signature of these persons of any document relating to data protection requested by the Bank.

XII. Charges

The possible charges relating to the use of the Service are included in the applicable schedule of charges of the Bank, available at all branches and business centers of the Bank. The Customer authorizes the Bank to debit the charges automatically from the charging Account designated by the Customer in the Contract.

Amendments to the charges are made in accordance with the provisions of the Standard Terms and Conditions of the Bank.

The Customer is responsible for the costs of installation and operation of its computer system, mobile devices and any Mobile Application, as well as telecommunication and the cost of connection to a remote transmission service, offered by a third party.

XIII. Sub-contracting

The Customer accepts that the Bank may use subcontractors and external service providers within the framework of the Service.

XIV. Governing law and jurisdiction

The implementation, interpretation and performance of the Contract are governed exclusively by Belgian law. Any disputes arising under the Contract will be subject to the sole jurisdiction of the Belgian courts.

SPECIAL FRAMEWORK FOR THE “ACCOUNTS AND PAYMENTS” FUNCTION

User Rights

The User rights may be the following:

- **No access right:** the User cannot access the Function “Accounts and payments”.
- **Consult right:** consultation of all available information on Accounts, in so far as those have been made accessible by the Contract Manager(s), consultation of electronic files, including electronic account statements, if requested by the Customer and sending of document requests accessible via the Service.
- **Initiate right:** in addition to the consult right, input of transfers, direct debit mandates and groups of collections, import and export of files (including transfers and collections using European direct debits) and opening of Client Accounts.
- **Sign Creditor right:** in addition to the initiate right, signing for collections by European direct debit within the limits defined within the contract for European direct debits (SEPA Direct Debits, or “SDD”),
- **Sign right:** in addition to the sign creditor right,
 - signing of transfers according to the signing rules defined in the Contract;
 - signing of transactions, blocking, unblocking collection authorizations given to creditors of the Customer, confirmation of Business-to-Business direct debit mandates, rejects, refunds or refusals of European direct debit collections on an Account,
 - management of preferences relating to the communication of account statements ;
 - closure of Client Accounts in accordance with the terms set out in the paragraph below, “Opening/Closing Quality Accounts”.

Transactions

The Bank undertakes to transmit transactions relating to an account not held by the Bank to the institution that holds the account in question as soon as possible. The Bank may not be held liable for the prejudicial consequences of any failure on the part of the institution with whom the account is held, even in the event of fraud or gross negligence on the part of the latter.

The Bank may not be held liable if it is temporarily impossible for the transaction to be executed due to the need to comply with regulatory or statutory requirements imposed by government bodies in the countries involved in the transmission of the transaction.

The Bank will only be held liable for unauthorized transactions made using the Access, Identification and Signature Means for using the Service after the Customer has notified the Bank of the loss, theft, misappropriation or unauthorized use of those means.

However, the Customer is liable for all losses incurred in respect of an unauthorized transaction made using the Service where it has acted fraudulently or has, with intent or gross negligence, failed to comply with its obligations to protect the Service and/or the security rules pursuant to the Contract.

Provision of Information

The Bank may not be held liable, even in the event of fraud or gross negligence on the part of the institution with whom the account is held, for information where the Bank only acts as the intermediary and does not itself process said information in any other way.

Customer responsibility

Without prejudice to Article 6.1.3 of the general framework, the Customer shall bear all potential financial losses resulting from the use of an Access, Identification and Signature Means for payment that does not constitute a strong authentication within the meaning of the Code of Economic Law.

Without prejudice to the provisions of Article 6.1.3 other than that relating to notification, the Customer shall no longer be liable for the consequences of the loss or theft of one of his Access, Identification and Signature Means, once a

notification has been made in accordance with the applicable procedure, unless the Bank provides proof that the Customer has acted fraudulently.

Opening of Accounts

The opening of an Account is reserved for Contract Managers, and is performed in conformity with the rules governing the exercise of the rights of Contract Managers as determined in the contract.

Besides the provisions of the Contract, Accounts opened are governed by the Standard Terms and Conditions of the Bank.

Opening/Closing Quality Accounts

The opening of a Client Account is authorised for any User with at least initiate rights and provided that an Account of the same type has already been opened in the Customer's name either in a branch or via a business centre.

The closure of a Client Account is authorised for a User or Users (in the event of combined rights for two Users) who have sign rights associated with a user limit equal to or higher than the amount of the balance to be transferred out of the Client Account to be closed.

Client Accounts are subject to a specific legal framework and are also governed by the "non-derogation" provisions of the Contract and of the Bank's Standard Terms and Conditions.

Zoomit: Special Provisions

1. Purpose

Zoomit is a service provided by Isabel SA (1000 Brussels, Boulevard de l'Impératrice/Keizerlaan 13/15, Brussels Register of Companies 0455.530.509), which the Bank automatically includes free of charge as part of the Service.

Zoomit makes it possible to:

- (1) securely provide Customers and Users with electronic documents issued by senders to the Customer.

The Bank's role is limited to providing, in the Service and in respect of the relevant account(s), a secure link to the Isabel system described at www.zoomit.be.

Further to a consistency test (see point 6 below), the Isabel system redirects the Customer and each of its Users having consult rights in the "Accounts and payments" Function, to the servers specified by the sender, allowing the Customer and its Users to view and download 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) pay bills easily.

Zoomit automatically includes in a payment order the payment data, if any, provided by the sender.

Payment is executed by the Bank exclusively, as part of the Service and upon instruction by the Customer or its Users having the required rights in the "Accounts and payments" Function.

The "Document", "New invoice" and other document presentation categories, as well as the "Payment initiated", "Cancelled" or "Refused" (or similar) statuses are for information purposes only. They have no effective connection to and do not constitute proof of the payment. These statuses can be changed by the Customer and its Users provided that the latter have at least consult rights in the "Accounts and payments" Function. Payment can only be evidenced by bank statements.

2. Basic relationship between the sender and the Customer

The sender is alone responsible, in accordance with the agreement it entered into with the Customer:

- (1) for deciding to enter into a contract with Isabel for the provision of documents via Zoomit and for any decision to end this arrangement;
- (2) for collecting, outside the framework of the Service, the Customer's consent and for the processing of the Customer and the Users' personal data in order to provide the documents ;
- (3) for the content, accuracy, frequency and duration of availability of the documents;

- (4) for the simultaneous provision or lack thereof of the documents via any other means, and the subsequent mode of provision and/or re-sending should the consent referred to in point 3 (2) be withdrawn;
- (5) for any insertion of advertising in the documents, limited to the products and services of the sender;
- (6) for setting the level of sensitivity of the documents for the purposes of the consistency test and for supplying the Customer and its Users with any access codes required in respect of a document;
- (7) for the security and content of the servers where the sender stores the Customer's documents;
- (8) the relationship between itself and the Customer on the one hand, and itself and Isabel, on the other hand.

3. Customer responsibilities

The Customer shall alone be responsible for:

- (1) complying with these special provisions and with any guidelines issued relating to Zoomit, including as regards the security of the Service and/or of Zoomit;
- (2) consenting, in the framework of the Service, to the sender's own conditions for receiving documents via Zoomit and to gain in effect access to the documents, for each and every sender;
- (3) managing and using its Access, Identification and Signature Means, which bind the Customer vis-à-vis the Bank in accordance with Article VII of the General Terms and Conditions, and which identically bind the Customer vis-à-vis Isabel and the senders;
- (4) gaining knowledge of the documents which they have agreed to receive via Zoomit and for their processing and payment where applicable;
- (5) storing the documents, which become unavailable after the period specified by the sender, after the termination of the contractual relations between the Customer and the sender, or in the event of termination by the Customer or the Bank as referred to in point 5;
- (6) contacting the sender in the event of any questions or disputes in respect of the content, accuracy or sensitivity level of a document.

4. Responsibility of the Bank and Isabel

With the exception of wilful misrepresentation or gross negligence, the Bank and Isabel accept no liability:

- (1) should Zoomit not be compatible with the Customer and its Users' requirements and wishes, including as regards their computer system;
- (2) in respect of the items listed in points 2 and 3;
- (3) in respect of the reliability and solvency of a sender or any third party;
- (4) should Zoomit be unavailable in the case of a force majeure event, or due to a third party or in the event of an announced or unannounced temporary suspension, including all Zoomit maintenance and improvement work;
- (5) in respect of the inaccessibility or incorrect access to the document(s) caused by inaccurate or incomplete data supplied by the Customer to the Bank or the sender;
- (6) for any direct or indirect financial, commercial or other loss or damage, such as loss of time, loss of customers or harm to customers, loss of data, loss of revenue, loss of earnings, increase in general expenses, disruption of business activities, legal action by third parties, loss of reputation or projected savings as a result of or linked to the use of Zoomit.

Should the Bank and/or Isabel be held liable and required to pay compensation, this liability shall in all cases be limited to indemnifying direct proven loss or damage.

The Bank's and/or Isabel's overall liability as regards Zoomit shall be limited to EUR 25,000, regardless of the gravity of the error.

5. Termination

The Customer may only terminate Zoomit together with the Service.

However, the Customer and its Users may withdraw the consent referred to in point 3 (2) at any time and free of charge, for each sender. The consent withdrawal takes effect in accordance with the agreement entered into by the Customer and the sender.

The Bank may terminate the Zoomit service or the provision of the documents of all or some senders in accordance with Article VIII of the General Terms and Conditions.

6. Access to documents

The Customer and each of its Users having consult rights in the "Accounts and payments" Function may (i) access Zoomit, (ii) provide the consent referred to in point 3 (2) as specified below, and (iii) view any document for which they have provided the aforementioned consent, or to which access has been provided by another User.

Access to each document is subject to a consistency test between the Customer's and account's identification data, including the User's name where applicable, as known to the Bank and as provided by the sender for each document. The consistency test is entrusted by the Bank and the sender to Isabel and is undertaken on a best efforts basis.

The User explicitly designated as addressee of the document can provide the consent referred to in point 3 (2) and view the document, irrespective of the sensitivity level set by the sender.

The User not being the explicit addressee may, for any document other than of a "Sensitive" level, provide this consent and access the document using the access code supplied by the sender or, if applicable, pursuant to a declaration on the honour required by the sender or, for "Commercial" level documents, if the company number matches. When the User explicitly designated as addressee supplies his or her own consent, other Users lose access to the document unless the former grants the latter a right of access.

7. Intellectual property rights

The property and other intellectual rights associated with the Zoomit service, such as rights over software, databases, graphic designs and interfaces, as well as brands, commercial names and logos, shall remain the property of their respective owners and are not transferred to the Customer or its Users.

The Customer and its Users shall refrain from infringing these rights by copying, distributing, modifying or exploiting in any way any components of Zoomit; they exclusively benefit from a personal, non-exclusive and non-transferable licence for the sole purpose of the allowed use of Zoomit in the context of the Service in accordance with these special provisions.

8. Personal data protection

The personal data of Customers and their Users, which are processed by the Bank, in its capacity as data controller and by Isabel SA in its capacity as data processor as part of and for the purposes of the Zoomit service (including the consistency test), shall be processed in accordance with the Privacy Notice, available on the Website.

The Customer and its Users explicitly agree to the Bank notifying them of the availability of documents before the consent referred to in point 3 (2). To this end, they agree (i) to the Bank identifying, using the Customer's transaction data, potential senders with which the Customer is already in contact, and (ii) to the Bank notifying these potential senders that the Customer is using the Service, and to the Bank providing them with the Customer's identification data and that of its Users which are strictly necessary for the availability of the documents to be established by the sender, acting as the controller.

SPECIAL FRAMEWORK FOR THE “CREDITS” FUNCTION

The "Credits" Function also includes alternative forms of financing or investment (such as leasing) to which some or all of the User rights specified below shall apply. A list of the different types of credit and alternative forms accessible via Easy Banking Business is available on the Website.

The User rights may be the following:

- **No access right:** the User cannot access the Function “Credits”.
- **Consult right:** the User may consult available information related to granted credit lines and to credit agreements and may send document requests, accessible via the Service.
- **Initiate right:** in addition to Consult right, the User may run simulations and/or apply for a loan or leasing or request an amendment of an existing loan, as well as cancel a current loan application (depending on the types of loan available in Easy Banking Business).
- **Sign right for the use of an existing credit line** (request for the release of funds, issuance of a bank guarantee, Straight Loan drawdown): in addition to the initiate right, the User may approve or sign, individually or jointly (according to the terms and conditions agreed with the Customer), or alone (Straight Loan drawdown) such a request. Without prejudice to the signature rights applicable under other Function, this right includes the right to select the terms of such a request and to accept its conditions.
- **Sign right for any credit transaction:** in addition to the right of signature for the use of an existing credit line, the User may sign, individually or jointly (according to the terms and conditions agreed with the Customer), all credit and leasing agreements made available via Easy Banking Business.

Straight Loans

Straight Loans service

Within the framework of the Service, the Straight Loans application ("Straight Loans") enables new Straight Loans or renewals of Straight Loans ("Straight Loans Transaction(s)") to be drawn on credit lines that have been granted previously (Straight Loan, Roll-over Loan, Mixed Straight Loan, Fully Revolving Loan).

Access to Straight Loans service

The Bank may decide, in its sole discretion, whether or not to make the Straight Loans application available to the Customer.

Straight Loans Transactions are authorized per User only on credit lines previously agreed between the Customer and the Bank for each User.

Legal framework applicable

These Easy Banking Business general terms and conditions complete and form an integral part of the credit agreement (s) and letter (s) of credit including, if any reference to them, the applicable general terms and conditions for business credit facilities concluded between the Bank and the Customer and which govern Straight Loans operations. The specific terms and conditions of each Straight Loans Operation shall be determined in accordance with the terms and conditions and pursuant to the applicable credit agreement (s) unless otherwise provided in these Straight Loans Service Terms and Conditions.

The unspecified uppercase terms in these Straight Loan terms have the meanings given in or under the credit agreement (s) and letter (s) of credit between the Bank and the Customer that govern the Straight Loans transactions.

If a Period of Interest is to end on any day other than a Working Day, this Period of Interest will be shortened such that it ends on the preceding Working Day. The subsequent Period of Interest is calculated as if the previous Period of Interest had not been shortened in this way.

If a sum of money owed by the Customer is due on any day other than a Working Day, the payment will be advanced to the first Working Day preceding the initially determined due date.

Availability of Straight Loans

Straight Loans is available between 8 a.m. and 6 p.m. (Brussels time) on any day which is both a banking business day and a day on which TARGET (Trans European Automated Real-time gross Settlement Express Transfer) is operational. In certain volatile market conditions that do not reasonably enable a rate to be offered, the Bank is entitled to temporarily suspend access to Straight Loans with immediate effect and without prior notice.

Executing a Straight Loans Transaction

The Customer requests the conditions for each Straight Loans Transaction online, and they are then displayed on the Straight Loans "New Deal" page. This is a specific offer from the Bank which is valid for the period shown on that page.

Such offer is addressed solely to the Customer. It is confidential and cannot be communicated to anyone else nor reproduced, in whole or in part, without the Bank's prior written consent.

The Customer agrees that once a Straight Loans Transaction is accepted into Straight Loans, the Customer cannot cancel or modify such transaction. Any attempt to modify or replace completed Straight Loans Transactions may result in duplicate transactions for which the Customer shall assume all responsibility.

Straight Loans Transaction confirmation and documentation

The Customer agrees that an Straight Loans Transaction will only be valid and binding upon the posting by the Bank in Straight Loans of registration confirmation of the Straight Loans Transaction, accepted by the Customer.

Agreement as to evidence

In addition to clause VII (Proof) of the present Easy Banking Business general terms and conditions, the following provisions apply to Straight Loans.

The Bank and the Customer agree that the communications between them regarding Straight Loans, effected by electronic mail (including web mail and screen postings), in the form of an electronic file, including electronic files on the hard disks of the computers or servers of the Bank and capable of reproduction in a legible format, shall have the same evidential force as original written correspondence, signed by hand.

An electronic ledger of all the operations carried out on behalf of the Customer shall be established by the Bank as part of Straight Loans Transactions. The content of this ledger may be reproduced on paper or on any other information carrier. Such reproduction shall have the same evidential force as an original written document signed by hand. The Customer may request that a reproduction relied on as evidence by the Bank be certified true by the latter.

SPECIAL FRAMEWORK FOR THE “INVEST” FUNCTION

User Rights

The User rights may be the following:

- **No access right:** the User cannot access the ”Invest” Function.
- **Consul right:** the right to consult all information available relating to the Customer's investments and the sending of document requests, accessible via the Service.
- **Sign right:** in addition to Consult right, the User can make a term investment in an existing fixed-term account.

SPECIAL FRAMEWORK FOR THE “CARD” FUNCTION

User rights can include the following:

- **No access rights :** Users cannot view Card data
 - **Right to consult* own Cards:** Users can consult the data for Cards in their name
 - **Right to consult* all Cards:** Users can consult the data of all Cards.
- *Within the limits above, Users will be able to view:
- For Credit cards : the main data, the limits of use and the related transactions (balance and past transactions)
 - For Debit cards and Access cards : the main data, the services linked to the Card and the limits of use.
 - For Cash deposit cards: the main data, the limits of use and the services linked with the Card.
- **Initiate right exclusively for Credit cards:** in addition to the right to view all Cards, the User may enter the following requests:
 - blocking and unblocking (except in cases of prior blocking due to theft) Credit cards
 - temporary or permanent changes to the limits of use on Credit cards,
 - ordering (including the determination of limits of use), management and closing of Credit card (s) for any natural persons who are designated by the User.
 - **Sign right exclusively for Credit cards:** in addition to the Initiate right exclusively for Credit cards, the User may sign, individually or jointly (by virtue of the rights granted to him/her), the requests entered in connection with this Initiate right, acceptance of the General Terms and Conditions applicable to Credit cards and related insurances respectively, as well as the granting of a mandate to persons designated when ordering a Credit card, for the use of any Card issued at the Customer's request.