

Chapter I: General provisions

Section 1: Definitions, scope and object

Article 1 – Definitions

For the application of these Rules, the terms below shall be assigned the following meanings:

- **Client:** the Client as defined in the Contract.
- **Contract:** the “My Portal | BelfiusWeb Framework Contract”, the “My Portal | BelfiusWeb Configuration Form”, the “My Portal | DexiaWeb Standard Contract”, the form “My Portal | DexiaWeb Application”, the “DexiaWeb Application Form”, the “DexiaWeb Standard Contract”, the “DexiaWeb Application Form – PubliSoft”, or the “Contract for access to the DexiaWeb Basic Service”.
- **Belfius Bank:** Belfius Bank SA, having its registered office at 11 Place Charles Rogier, 1210 Brussels, registered in the Brussels Trade Register under the VAT number BE 0403.201.185.
- **BelfiusWeb Card:** the card which provides access to My Portal | BelfiusWeb.
- **BelfiusWeb Services:** the My Portal Service, the BelfiusWeb Basic Service and the My Portal | BelfiusWeb Additional Services referred to in Article 4.
- **Method of identification:** the security systems as described in Article 6 which must be used by the Client or the User to gain access to and protect the transactions made via My Portal | BelfiusWeb.
- **User:** any natural person authorized by the Client to use the My Portal | BelfiusWeb Services described in Article 4.
- **User profile:** the profile chosen by the Client and/or the User for the purpose of using the My Portal service, the BelfiusWeb Basic Service and/or the My Portal | BelfiusWeb Additional Services, as set out in the document “My Portal | Belfiusweb Configuration Form”.
- **PubliLink:** a private network created by Belfius Bank for the Belgian public authorities that are clients of the Bank. The network provides services from various IT suppliers, IT centres and clients and/or partners of Belfius Bank. It is divided into three layers:
 - layer A includes a network infrastructure and network services for public-sector Clients, IT centres and various IT suppliers, as well as a server infrastructure providing access to the services of the National Register;
 - layer B includes the banking services Belfius Bank provides to its public sector clients;
 - layer C contains the value-added services supplied by Belfius Bank, various IT centres and information providers and clients linked via the technical infrastructure described in layer A.
- **Rules of Use:** these “My Portal | BelfiusWeb” Rules of Use.
- **Rates:** rates for the use of services related to My Portal | BelfiusWeb.
- **Software:** any computer application or system for the exchange of data described in these Rules or in any amendment thereto.

Article 2 – Scope

These Rules of Use define the rights, obligations and special responsibilities of Clients, Users and Belfius Bank regarding the use of the BelfiusWeb Services.

The provisions of these Rules of Use shall apply in their entirety to all documents that refer to the previous version of My Portal | BelfiusWeb, marketed under the name “PubliWeb” or “DexiaWeb” or “My Portal | DexiaWeb”.

Article 3 – Object

These Rules of Use shall apply to the product entitled My Portal | BelfiusWeb.

My Portal | BelfiusWeb contains automatic services giving the Client access via PubliLink or any other network (e.g. the internet), within the limitations and conditions of these Rules of Use, to the products and services of Belfius Bank and enabling him to carry out banking transactions. Section 2: My Portal | BelfiusWeb Services

Article 4 – My Portal Service, BelfiusWeb Basic Service and My Portal | BelfiusWeb Additional Services

4.1. My Portal | BelfiusWeb consists of a My Portal service (including among other things the Secured Mail Service), the BelfiusWeb Basic Service and the My Portal | BelfiusWeb Additional Services.

An updated detailed description of the Basic Service can be consulted via My Portal | BelfiusWeb and via PubliLink.

4.2. In the My Portal | BelfiusWeb Configuration Form, the Client shall state those services he wishes to receive.

The Client accepts that certain services will be provided automatically by Belfius Bank unless the Client expressly states in the My Portal | BelfiusWeb Configuration Form that he does not wish to make use of such services.

4.3. The Client accepts that some of the Basic Services cannot always be provided in real time. In that case the date differential shall be stated on the screen or in the operating instructions (manuals). Belfius Bank declines all responsibility for any damage whatsoever that directly or indirectly relates to the content of the screens or to the reports offered (print function, PDF reports, etc.).

4.4. The Investments and Credits Basic Service also offers, among other facilities, the possibility for a commercial group to obtain for information purposes an overview of the total of its investment portfolio (“Multi-entity overview”). This total overview shall include the legal entities listed by the Client in the My Portal | BelfiusWeb Configuration Form provided that Belfius Bank has placed the listed legal entities in the same commercial group. This facility is available only to clients in the corporate segment.

4.5. The implementation of transactions on term deposits is an optional Basic Service. For transactions in Euro (EUR) the Client accepts that any rate of interest offered by Belfius Bank shall remain in force until 11:59pm on the day on which the rate is offered. Thereafter the offer shall expire definitively. Instructions for transactions in foreign currencies must be received by Belfius Bank by not later than 4pm.

4.6. The My Portal | BelfiusWeb Additional Services are as follows:

- File transfer
- BelfiusSoft (also called DexiaSoft)
- PubliSoft payments
- Messaging: the receipt of personalised messages relating to the Client’s financial products
- Reporting, also known as “PaPyRuS”
- BelfiusWeb Mobile

In the My Portal | BelfiusWeb Configuration Form, the Client shall state those Additional Services he wishes to receive. The Client accepts that certain Additional Services will be provided automatically by Belfius Bank unless the Client expressly states in the My Portal | BelfiusWeb Application Form that he does not wish to make use of those Additional Services.

4.7. The list of Services may be changed to reflect financial and technological developments.

4.8. Access to these Services shall be subject to the rules governing the use of the corresponding products and services. Where a separate agreement has been concluded with regard to those products and services, the conditions laid down herein shall continue to apply in full.

4.9. All data provided via My Portal | BelfiusWeb shall be given for information purposes only and shall in no way whatsoever constitute an offer or a proposal, nor be construed as legal, tax, financial or any other form of advice. Most of the financial information given to the Client and/or the User originates from Belfius Bank or specialised third party undertakings which are considered trustworthy by Belfius Bank in respect of the information they provide. Where Belfius Bank itself is not the source of that information, Belfius Bank shall not be obliged to verify the content thereof and shall therefore not be liable for the correctness, completeness, accuracy, timeliness or any other characteristic of that information provided by third parties. The Client and/or the User accept and acknowledge that Belfius Bank shall at all times have the right to withdraw from the website information which has been published on My Portal | BelfiusWeb.

4.10. Unless explicitly indicated on the technical file or expressly opposed by the Client, every User shall be deemed to have access to all My Portal | BelfiusWeb services and to be able to receive all the information that is available via the system.

4.11. Belfius Bank shall at all times have the right to adapt the range of My Portal | BelfiusWeb Services in accordance with the procedure described in Article 14.

Section 3: Operating conditions, technical requirements and security

Article 5 – Operating conditions and technical requirements

5.1. Belfius Bank may at any time inform the Client of changes to the technical characteristics of the minimum configuration available to him for the purposes of ensuring the smooth operation of My Portal | BelfiusWeb.

5.2. The Client shall appoint or delegate a person who shall state in a user file the name of the person authorized to use the service as well as the functions to which he should have access.

5.3. Access to these Services shall be subject to the requirements governing the use of the corresponding financial products. The conditions governing those financial products shall continue to apply.

5.4. The minimum technical requirements can be viewed on My Portal | BelfiusWeb and PubliLink. Data transmission shall be possible only if that minimum configuration and the protocol and other security standards applied by Belfius Bank are used. Belfius Bank can under no circumstances guarantee that the systems will operate correctly if the Client fails to meet those requirements and standards.

Article 6 – Security when accessing My Portal | BelfiusWeb using Belfius Bank security systems

General: Belfius Bank is entitled, should the Belfius Bank (security) systems be at risk, to activate an additional security procedure for payment files imported into My Portal | BelfiusWeb. Under this procedure, the hash codes (= a unique code that identifies the file and the content) only have to be partially divulged upon receipt of payment files in My Portal | BelfiusWeb, after which they have to be completed by the User and confirmed before payments can be executed.

Article 6.1. – Security system based on use of a private and public key

6.1.1. Belfius Bank undertakes to endeavour to use security systems that incorporate recent technological developments to eliminate known and traceable forms of computer viruses and fraud. On their side the Client and the User undertake to comply strictly with the standards, instructions and procedures described in these Rules of Use and on My Portal | BelfiusWeb.

6.1.2. Users will receive a subscriber number and a personal identification number. During their period of validity, these two numbers will enable Users to generate two personal keys, one private, the other public. The letter providing the personal identification number will be sent to the management, the second, which contains the subscriber number, will be sent to the Belfius Bank branch requested by the Client in the technical file attached to their first request. These two keys shall be recorded on diskette or on a secure network drive and shall be protected by a strictly confidential password chosen by the User. To access the My Portal | BelfiusWeb service, Users must identify themselves with the two keys which can be used only once the password previously chosen by the User has been entered. Transactions requiring a signature must also be signed using those two keys. To do so, the User must likewise enter his password.

6.1.3. Users shall be deemed to have been informed by the Client of the rules governing the use of My Portal | BelfiusWeb. Belfius Bank may consider their first use of My Portal | BelfiusWeb as explicit acceptance by them, too, of these Rules of Use.

6.1.4. The User must take all measures necessary to protect the integrity and the personal and confidential nature of his password and his two keys. To that end, the User shall be required to change his password on a regular basis using a special procedure designed for that purpose. The User and the Client alone shall be wholly liable for any (fraudulent) use of the password by any person whomsoever as well as for the contents of any orders signed with it.

6.1.5. The User and the Client declare that they are aware that any third party who has access to that password will have the ability to create orders without Belfius Bank being able to find out.

The User and the Client undertake to inform Belfius Bank immediately in the event of any identified, suspected or potential fraud regarding the means of identification.

They therefore undertake to notify Belfius Bank forthwith by e-mail or by telephone on discovering the theft or loss of their keys or password. In such case, that immediate notification shall be confirmed by letter. In the meantime, Belfius Bank shall temporarily block the User profile concerned.

6.1.6. Belfius Bank may unilaterally modify the security system at a later date, in the manner described in Article 14, provided the User or the Client has been notified thereof in advance through My Portal | BelfiusWeb. In this special case the User or the Client may cancel the contract pursuant to that same Article.

Article 6.2. – Security system based on the use of a BelfiusWeb Card

6.2.1. Belfius Bank undertakes to endeavour to use security systems that incorporate recent technological developments to eliminate known and traceable forms of computer viruses and fraud.

On their side the Client and the User undertake to comply strictly with the standards, instructions and procedures described in these Rules of Use and on My Portal | BelfiusWeb.

6.2.2. The User shall obtain access to My Portal | BelfiusWeb by using his means of identification in the prescribed manner. The means of identification shall be used not only to gain access to the system, but also to sign the transactions entered by the Client.

6.2.3. Users shall be deemed to have been informed by the Client of the rules governing the use of My Portal | BelfiusWeb. Belfius Bank may consider their first use of My Portal | BelfiusWeb as explicit acceptance by them, too, of these Rules of Use.

6.2.4. The User must at all times follow the guidelines given to him for the use of My Portal | BelfiusWeb. The User shall be deemed to take all measures required to safeguard the integrity and personal and confidential nature of his secret code and BelfiusWeb Card.

The User and the Client alone shall be wholly liable for any (unlawful) use of the BelfiusWeb Card and the associated secret code by any person whomsoever as well as for the contents of any orders signed with it.

6.2.5. All transactions effected after the means of identification have been deployed shall be deemed to accord with the User's/Client's intentions, and as such may be executed by Belfius Bank, unless the User/Client has made the notification referred to below.

The User and the Client undertake to inform Belfius Bank immediately of any identified, suspected or potential fraud regarding the means of identification.

They therefore undertake to notify Belfius Bank forthwith by e-mail or telephone on discovering the theft or loss of the BelfiusWeb Card or password. In such case, that immediate notification shall be confirmed by letter. In the meantime, Belfius Bank shall temporarily block the user profile concerned.

6.2.6. Belfius Bank may unilaterally modify the security system at a later date, in the manner described in Article 14, provided the User or the Client has been notified thereof in advance through My Portal | BelfiusWeb. In this special case the User or the Client may cancel the contract pursuant to that same Article.

Article 7 – Security when accessing My Portal | BelfiusWeb using the security system of Isabel SA

7.1. If the Client or the User has access to My Portal | BelfiusWeb via Isabel, they shall use the Isabel security system which provides a comparable level of protection. Any Client and/or User who has access to My Portal | BelfiusWeb via Isabel undertakes to comply with the standards, instructions and procedures laid down by Isabel SA for the use of its means of access.

7.2. The Users declare that from the first time they access My Portal | BelfiusWeb, they expressly agree to the rules laid down by Isabel and that they will comply with those rules.

7.3. Users shall be deemed to have been informed by the Client of the rules governing the use of My Portal | BelfiusWeb. Belfius Bank may consider their first use of My Portal | BelfiusWeb as explicit acceptance by them, too, of these Rules of Use.

7.4. In order to access My Portal | BelfiusWeb, the User must identify himself using the means of security provided by Isabel SA and in accordance with the procedures prescribed by Isabel SA. Transactions requiring an electronic signature must also be signed using those means of security.

7.5. The User shall be deemed to comply with the security rules and procedures drawn up by Isabel for the use of the means of security provided. The User and the Client alone shall be wholly liable for any (fraudulent) use of the password by any person whomsoever as well as for the contents of any orders signed with it.

The User and the Client declare that they are aware that any third party who gains possession of those means of security will have the ability to pass orders without the Bank being able to find out.

7.6. Any reference in these Rules of Use to the means of identification described in Article 7 shall also refer to the means of identification described in Article 6 above.

7.7. The Client is aware that the fact that he uses the Isabel system to access My Portal | BelfiusWeb, does not mean that any rules drawn up by Isabel shall not apply.

7.8. In addition to being bound by the existing rules governing the use of his security system, the Client shall also be bound by the contracts he has signed with Isabel SA.

Section 4: Duration, Termination and Proof

Article 8 – Duration and Termination

8.1. Using the “My Portal | BelfiusWeb Configuration Form” available on the sites PubliLink, My Portal | BelfiusWeb and Belfius Bank, the Client shall ask for access to the service My Portal and the BelfiusWeb Basic Service to be given for an unlimited time to the User(s) he has registered. Access to the service My Portal and the BelfiusWeb Basic Service may be terminated at any time by either the Client or Belfius Bank subject to a period of one month’s notice given by ordinary registered letter. The Client should send that letter to the following address: Belfius Bank SA, Account administration – Colli 11/RA, 11 Place Charles Rogier, 1210 Brussels.

Other rules shall apply to the termination of certain My Portal | BelfiusWeb Additional Services.

8.2. Where appropriate, the Client shall ask for access to one or more My Portal | BelfiusWeb Additional Services to be given for an unlimited time to the Users he has registered (“My Portal | BelfiusWeb Configuration Form” available on the sites PubliLink, My Portal | BelfiusWeb and Belfius Bank).

Access to the My Portal | BelfiusWeb Additional Services may be terminated once a year by the Client or Belfius Bank by ordinary registered letter sent before the first of December of the current calendar year. The Client should send that letter to the following address: Belfius Bank SA, Account Administration – Colli 11/RA, 11 Place Charles Rogier, 1210 Brussels.

Termination of the BelfiusWeb Basic Service shall automatically terminate all My Portal | BelfiusWeb Additional Services.

8.3. Failure by the Client and/or a User to comply with these Rules of Use shall result in Belfius Bank sending the Client formal notice of termination by registered letter. If the Client fails to take appropriate remedial action within eight working days of that letter, Belfius Bank may, with immediate effect and without the payment of any damages in any form, terminate the Client’s rights of access to the BelfiusWeb Services and to the service(s) in question.

8.4. In the event of early cancellation for whatever reason, Belfius Bank shall terminate access to the service(s).

(Partial) cancellation of the contract shall however not affect the execution of orders and transactions that have already been sent via My Portal | BelfiusWeb.

8.5. Where the contract is terminated for whatever reason, the Client and the User(s) shall be required to return forthwith all My Portal | BelfiusWeb-related software to Belfius Bank.

8.6. The Client must inform Belfius Bank without delay by means of an adapted My Portal | BelfiusWeb Configuration Form:

- where a User for whatever reason is no longer in the Client’s employ,
- where a User is no longer authorised by the Client to use (part of) the BelfiusWeb Services,
- of any other change which may have an impact on the BelfiusWeb Services.

The Client must send that adapted user file to the following address: Belfius Bank SA, Accounts Administration – Colli 11/RA, 11 Place Charles Rogier, 1210 Brussels.

8.7. In no case shall the termination of the Agreement result in any form of refund by Belfius Bank.

Article 9 – Proof

9.1. Belfius Bank, the Client and the User(s) accept the two keys of the User or the BelfiusWeb Card with its secret code or the security procedures of Isabel SA as sufficient and valid means of identification. They also accept the electronic signature of the User for the purposes of signing transactions executed via My Portal | BelfiusWeb.

If the electronic signature is accepted by Belfius Bank’s IT systems it shall constitute valid and irrefutable proof of the User’s identity and of the fact that he has given his consent to the orders signed with that signature.

9.2. The Client and the User(s) expressly agree to the registration of the transactions carried out via My Portal | BelfiusWeb in the Bank’s ledger. That ledger can be viewed on any medium and contains all data relating to the messages, communications and orders exchanged. Unless the Client or the User provides evidence to the contrary, copies of the ledger entries shall be deemed to be valid and irrefutable proof of data exchange and of the contents of messages, communications and orders.

9.3. The Client and the User(s) agree that print-outs of e-mails and reports sent by any other electronic mailing system (e.g. secured mail), shall be considered as written documents and shall have the same evidential value as written documents that have been signed by hand.

9.4. Belfius Bank shall confirm all User transactions with a statement of account, regardless of the means by which such statement is transmitted.

If the Client and/or the User(s) have not disputed its contents in writing within 30 days of the statement being sent, delivered or acknowledged, the statement shall be deemed to have been definitively accepted and shall constitute evidence for Belfius Bank.

Section 5: Obligations and Liability

Article 10 – Obligations of the Client

10.1. By completing and signing the Contract, the Client acknowledges that he is familiar with and accepts the terms and conditions of these Rules of Use and the list of BelfiusWeb charges (the latest version of which is available on the Belfius Bank and PubliLink websites).

The Client guarantees that each User whose name has been registered by means of a user file is familiar with these Rules of Use, accepts them and will comply with them.

10.2. The Client shall appoint or delegate a person with the authority to complete a user file for each User. Each user file shall mention the name of the person authorized to use My Portal | BelfiusWeb as well as the functions to which he has access.

10.3. Neither the Client nor the User(s) may surrender or transfer to third parties the use of the Service and the obligations arising out of such use without the prior written agreement of Belfius Bank. Belfius Bank reserves the right to sell or transfer the rights and obligations arising out of this service to a third party.

10.4. The Client shall be responsible for ensuring that the Users he has designated, comply with these Rules of Use and undertakes to adopt the necessary measures to that end.

10.5. The Client shall be directly liable for any acts perpetrated by the Users he has designated with regard to the Services offered and for the use they make of BelfiusWeb Services.

Article 11 – Liability

11.1. Belfius Bank undertakes to adopt all measures necessary to repair any defects brought to its attention and to that of its IT services.

11.2. Other than in the event of wilful misconduct or gross negligence, Belfius Bank cannot accept any liability for the direct or indirect consequences of:

- the malfunctioning of the Client's or the User's equipment or of the public telecommunications provider, or for the interruption, suspension or malfunction of the service resulting from circumstances beyond its control,
- the destruction or damaging of files, documents or data stored on the computers of the Client or the User,
- the incorrect, fraudulent or improper use of My Portal | BelfiusWeb, whether by the Client, the User(s) or a third party (e.g. through the improper use of the secret code),
- the inability to access the service or the management of orders following an exceptional or unpredictable increase in the number of requests to access the service or in the volume of orders transmitted for execution.

11.3. Belfius Bank reserves the right to interrupt the BelfiusWeb Service from time to time in order to perform maintenance and improvement work on its systems or whenever the Bank believes that security is or could be compromised or in the case of fraud.

11.4. Other than in the event of wilful misconduct or gross negligence on the part of Belfius Bank, the Client shall be solely liable for any prejudice, whether direct or indirect, material or immaterial, caused to itself, Belfius Bank or third parties by a User, or by any other person, authorized or not, who may have accessed My Portal | BelfiusWeb by usurping the User's identity through improper use of the code. The Client, the User and Belfius Bank shall each be responsible for the protection of their own IT systems.

Section 6: Pricing and payment

Article 12

12.1. The costs of the equipment and software necessary for the use of My Portal | BelfiusWeb and any installation and telecommunication costs shall be borne entirely by the Client.

12.2. The BelfiusWeb Basic Service shall be included in the tariff given in the BelfiusWeb Tarifflist.

Belfius Bank may unilaterally change part or all of the BelfiusWeb Basic Service price list, in accordance with the rules set out in Article 14 for modifying the conditions for the BelfiusWeb Basic Service. In that case it will therefore be possible to cancel part of the Basic Service.

12.3. A fee shall be charged for using the BelfiusWeb Additional Services. The tariffs and the payment procedures shall be published in the price list which can be accessed via My Portal | BelfiusWeb and PubliLink.

Belfius Bank reserves the right unilaterally to change its price list, in accordance with the rules set out in Article 14 for changing the conditions for the BelfiusWeb Additional Services.

12.4. Where payment has not been made by the due date Belfius Bank shall serve formal notice by registered letter. If within eight days of that formal notice being served payment has still not been received, Belfius Bank may, with immediate effect, terminate the rights of access by the Client and the User(s) to the relevant BelfiusWeb Additional Service(s) without payment of any damages whatsoever.

12.5. The Client accords Belfius Bank the right automatically to debit the amounts he owes from his main account if Belfius Bank wishes to do so. Belfius Bank shall, however, not be obliged to exercise that right.

Section 7: Applicable law and competent court

Article 13

Belfius Bank is subject to Belgian law which governs this contract. It is, however, possible that the Client carries out transactions with third parties via My Portal | BelfiusWeb and that those transactions are subject to foreign laws. If that is the case, Belfius Bank can under no circumstances be expected to bring its system into line with any foreign laws that may apply. Every Client must in that case decide individually on the basis of the laws and regulations that apply to him whether, and under what laws, he is authorized to use the BelfiusWeb Services. All litigation shall be settled in the Belgian courts.

Section 8: Changes to the conditions and/or the electronic system

Article 14

14.1. Belfius Bank reserves the right to change these Rules of Use and/or the electronic system. Those changes shall be communicated to the Client using the appropriate means.

14.2. Changes to the BelfiusWeb Basic Service shall enter into force two months after notification. Changes to the BelfiusWeb Additional Services shall take effect at the start of the next calendar year and, at the earliest, one month after notification. If however part of the one-month period of notice falls in the next calendar year, and the use of the BelfiusWeb Services has not been cancelled, the changes shall be backdated to take effect from the start of the new calendar year.

14.3. If the Client fails to cancel access to the Basic Service in accordance with Article 14, in such a way that the cancellation takes effect before the date on which the changes enter into force, the Client and the User(s) shall be contractually bound by the provisions of the amended Rules of Use.

14.4. In derogation from Article 8.2, the Client shall, in the event of changes to the conditions and/or the electronic system of a BelfiusWeb Additional Service, have one month from the notification of that change in which to cancel his subscription to the service. If the BelfiusWeb Additional Service has not been cancelled within the required time, the Client and the User(s) shall be contractually bound by the provisions of the amended Rules of Use.

14.5. Under no circumstances shall termination of the agreement result in the reimbursement of any monies previously paid to Belfius Bank.

Section 9: Protection of personal privacy

Article 15

15.1. Belfius Bank, the other units in the Belfius Group and the companies with which Belfius Bank has contractual relations in the pursuit of its business, shall process the personal data of the Client, including the data relating to the payment transactions, investments, insurance policies and lending products associated with the Client. In order to guarantee the quality of the personal data, the Bank may call on third parties to supplement or improve that data. The processing may involve the passing on of data to or the exchange of data between certain units within the Belfius Group.

15.2. That data shall be processed with a view to the management of the accounts, investments, loans, insurance policies or any other products used by the Client in order to offer the Client appropriate insurance, financial or related products. That data may also be processed for the purpose of preventing abuse, detecting fraud, settling disputes or verifying whether its employees, authorised bank branches and the persons employed in those branches are fulfilling their obligations under the law, their contracts of employment or the terms of authorization as authorised bank branches with respect, among other things, to gifts, proxies, etc.

15.3. Belfius Bank may conclude contracts for the supply of services with third parties who manage certain items of customer data on its behalf in the context of their assignments. Belfius Bank shall take whatever measures are necessary to ensure that such third parties protect the confidential nature of that data and to guarantee the security of that data, in particular when this means that personal data is transferred to countries outside the European Union whose legislation does not provide a level of protection for personal data that is similar to that provided in Belgium or in the European Union.

15.4. Any person whose personal data is processed by Belfius Bank may at any time, by writing to Belfius Bank, Customer Services, 11 Place Charles Rogier, 1210 Brussels, oppose to the use of that personal data for purposes of direct marketing. Any person may exercise his rights of access to and correction of that data by writing to the same address and enclosing a copy of the front side of his identity card.

Section 10: Miscellaneous

Article 16

16.1. My Portal | BelfiusWeb, BelfiusWeb, My Portal | DexiaWeb, DexiaWeb, BelfiusWeb, DexiaSoft, PubliWeb, PubliSoft and PubliLink are registered trademarks of Belfius Bank.

16.2. The contents and information exchanged via My Portal | BelfiusWeb, as well as the computer programs, applications and Rules of Use, are the exclusive property of Belfius Bank and may not be copied, reproduced, adapted, translated, distributed or altered.

16.3. Belfius Bank shall not be liable for the content of third party websites which refer (through hyperlinks) to My Portal | BelfiusWeb. Neither shall Belfius Bank be liable for the content of any third party websites to which it refers. Belfius Bank provides such references solely as a service to the Client and/or the User. The Client accepts and acknowledges that third party websites are not subject to Belfius Bank's control and accepts that Belfius Bank cannot be held liable for any information found on those websites.

16.4. Termination of the BelfiusWeb Basic Service for whatever reason shall automatically terminate all My Portal | BelfiusWeb Additional Services.

Chapter II: Provisions governing the My Portal | BelfiusWeb Additional Services

Section 1: Special provisions for the File Transfer Additional Service

Article 17

The File Transfer Additional Service enables Clients to exchange files and data with Belfius Bank electronically. Use of BelfiusWeb File Transfer is subject to the use of the corresponding financial products. The conditions specific to each of those financial products shall continue to apply. The list of those products may be altered to reflect financial and technological developments.

A list of the supported files can be viewed via My Portal | BelfiusWeb and PubliLink.

Either party may terminate this Additional Service by giving the other one month's notice.

Section 2: General provisions for the PubliSoft Payments and BelfiusSoft Additional Services

Article 18

18.1. Belfius authorizes the Client to use the Software on such personal computers as meet the technical specifications communicated to him by Belfius Bank Belgium SA.

18.2. The Client may make several backup copies of the Software. Those backup copies shall be subject to the same provisions as those that apply to the original copy of the Software.

18.3. Each party may terminate this Agreement after giving the other one month's notice. Termination of the Basic BelfiusWeb Service shall however automatically terminate this Additional Service.

18.4. Where for whatever reason this Agreement is terminated, the Client must return the Software, the backup copies and the updates or upgrades.

Section 3: Special provisions governing the PubliSoft Payments Additional Service

Article 19 – Special provisions for the PubliSoft Payments Additional Service

19.1. The provisions of the "Rules Governing the Granting of Non-Exclusive Software Operating Licenses" shall apply in full to these Rules of Use. The Client declares that he has received a copy of those rules and that he accepts their provisions.

19.2. PubliSoft Payments is a software package which, when installed on a PC running under Windows, enables the direct exchange of data between Belfius Bank and the Client via a telecommunications network. This application requires the use of accounts which begin with three numbers between 050 and 099.

The full Software consists of two parts: a telecommunication module and the application with its sundry modules.

The Software provides the following basic functions:

- a conversion function to convert standard files using a specific protocol;
- national and international payments entered either individually or via file imports protected by a Digipass-type electronic signature;
- transmission of encoded bank statements;
- transmission of receipt details with a structured message;
- management of direct debits;
- transmission of third party account management data (System I).

19.3. The Client must install the Software on his hardware himself. The Software and any associated manuals shall be provided to Client through a suitable medium.

19.4. Transactions carried out using PubliSoft Payments must be additionally secured with a further electronic signature. PubliSoft Payments has opted for the Digipass system. All provisions and terms and conditions relating to the use of the electronic signature are described in detail in the Rules on the use of the Digipass electronic signature.

Section 4: Special provisions governing the BelfiusSoft Additional Service (also called DexiaSoft)

Article 20

20.1. BelfiusSoft is an offline module, the Software for which needs to be installed on a personal computer running under Windows. The direct exchange of data between Belfius Bank and the Client takes place via the My Portal | BelfiusWeb File Transfer Additional Service.

20.2. The BelfiusSoft Additional Service does not replace the existing A-Soft, B-Soft, or PubliSoft Payments Services. The regulatory provisions governing these latter Services continue to apply in full.

20.3. An updated detailed description of the functions of BelfiusSoft can be viewed via My Portal | BelfiusWeb and via PubliLink.

20.4. All the accounts authorized for the use of BelfiusSoft shall be kept by Belfius Bank in a parameter file created on the basis of the contract data.

20.5. Belfius Bank shall inform the Client via My Portal | BelfiusWeb of any new BelfiusSoft Software updates or upgrades to be installed.

20.6. The Client shall be responsible for installing the Software on his personal computer himself. The Software, together with the necessary manuals shall be made available to the Client via the BelfiusSoft option at My Portal | BelfiusWeb.

20.7. The transactions created with BelfiusSoft shall be sent electronically and signed via My Portal | BelfiusWeb.

20.8. These Rules of Use shall not affect the provisions of the "Rules Governing the Granting of Non-Exclusive Software Operating Licenses", which shall apply in full. The Client declares he has received a copy of those Rules and that he accepts their provisions.

Section 5: Special provisions governing the Messaging Additional Service

Article 21

21.1. The Messaging Additional Service enables the Client to receive personalised electronic messages regarding his financial products at Belfius Bank. The use of this Service is subject to the use of the corresponding financial products. The conditions specific to each of those financial products shall continue to apply. The list of those products may be altered to reflect financial and technological developments.

21.2. Once the Client has signed the Contract the Messaging Additional Service shall be automatically activated for all Users. Messages concerning accounts and investments shall be accessible only to the Users who are also authorised to consult these products under the BelfiusWeb Basic Service (CO code). Information on loans may be accessed only by Users who are expressly mentioned in the My Portal | BelfiusWeb Configuration Form with an indication of one or more borrower numbers to which their right of access applies.

21.3. However, the Receivers of Provinces, Municipalities and Public Social Action Centres as well as the special accountants of the Police Zones shall have access to information on loans unless an explicit mention to the contrary has been made on the My Portal | BelfiusWeb Configuration Form or pursuant to Article 2.7 of the My Portal | BelfiusWeb Rules of Use by, respectively, the Permanent Deputation, the College of Burgomaster and Aldermen, the Standing Bureau or the Police College.

21.4. Messages shall be delivered to the Client for information purposes only.

21.5. The Messaging service shall enable the Client to receive the following messages:

- information on the position of his accounts,
- information on the position of his loans,
- information on the position of his investments,
- information on the position of interest rates on the financial markets,
- information on transaction files sent,
- information on the availability of various Reporting files (PaPyRuS).

Section 6: Special provisions governing the Secured Mail Service (part of My Portal Service)

Article 22

22.1. The Secured Mail Service enables the Client to exchange messages and data with Belfius Bank through the secure messaging service. Under no circumstances whatever may the Client and/or the User use this service to give Belfius Bank payment orders or instructions for transactions of any kind whatever. If they do, Belfius Bank shall not only ignore the instructions or transactions sent but shall also not inform the Client and/or the User that the instructions given by them have not been carried out.

22.2. Belfius Bank shall make the necessary effort to respond to the messages by the Client and/or the User through the messaging system in a reasonable time. However, in no case will Belfius Bank guarantee a response within a predetermined time or within a time considered as reasonable by the Client and/or the User.

22.3. The Client explicitly accepts that Belfius Bank may send him publicity and other messages via the Secured Mail Service. If it does so, the publicity messages which Belfius Bank sends the Client and/or the User shall be valid for the period mentioned in the message itself or on the information pages which the Client and/or the User may consult through a link given in the message. Where no such validity period is explicitly mentioned in the message, the period of validity shall be deemed to be one month from the date on which the message is sent by Belfius Bank.

Section 7: Special provisions governing the BelfiusWeb Mobile Additional Service

Article 23

23.1. The BelfiusWeb Mobile Additional Service enables Clients to view their accounts via an app installed on a smartphone, as well as to sign payment transactions. Clients can request BelfiusWeb Mobile using the My Portal | BelfiusWeb Request Form.

23.2. Users can view their accounts via BelfiusWeb Mobile. They can also sign payment transactions. These transactions need to be entered/imported via My Portal | BelfiusWeb, Isabel or Belfius Secure EDI. The signature can then be added via BelfiusWeb Mobile. Transactions cannot be modified via BelfiusWeb Mobile and the use of BelfiusWeb Mobile in no way departs from the rules governing signatures that apply to the account.

The Client signs by entering a PIN code. This PIN code is set in advance by the User via My Portal | BelfiusWeb. Entering the PIN code by the User constitutes the User's consent for the payment transaction. This signature provides valid, irrefutable proof of the User's identity and the fact that the User is in agreement with the instructions being signed with this signature.

23.3. Users need to register their smartphone and set up a PIN code via My Portal | BelfiusWeb. This PIN code can then be used to sign transactions, in line with article 23.2 of these rules of use.

23.4. Users are required to take every measure required to safeguard the integrity and the personal and confidential nature of their secret code. The User and the Client have sole overall responsibility for any (unlawful) use by anyone of BelfiusWeb Mobile and the secret code that goes with it, as well as for the content of the instructions signed using it.

The User and the Client undertake to block BelfiusWeb Mobile via My Portal | BelfiusWeb if they discover that their PIN code has been stolen or lost. The User and the Client also undertake to notify Belfius Bank without delay should the need arise.

23.5. BelfiusWeb Mobile enables the User to manage more than one entity in the same session, as well as to use groups from My Portal | BelfiusWeb. The User may also retrieve transactions from the history of the account and view instructions pending (e.g. memo date, lack of funds, batches of European direct debits).