

## Chapter I: General provisions

### Section 1: Definitions, scope and object

#### Article 1 – Definitions

For the application of these Rules of Use, the terms below shall mean the following:

- **Client:** the Client as defined in the Contract.
- **Contract:** the "Belfius Web Framework Contract," including the "BelfiusWeb Configuration Form."
- **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 BelfiusWeb.
- **BelfiusWeb:** the services as referred to in Article 4.
- **Methods of identification:** the security systems which must be used by the User to gain access and to protect the transactions made via BelfiusWeb. This concerns the BelfiusWeb Card and the secret code of the card, the Isabel card and the secret code of the Isabel card, as well as the variable codes generated by the card reader.
- **User:** any natural person authorized by the Client to use the BelfiusWeb Services described in Article 4.
- **User profile:** the profile chosen by the Client and/or the User for the purpose of using BelfiusWeb as set out in the "BelfiusWeb Configuration Form".
- **PubliLink:** a private network created by Belfius Bank for the Belgian public clients (i.e. Belgian authorities as described in the 'Terms of use for Public Clients'), through which services from various IT suppliers, IT centres and partners of Belfius Bank are provided.
- **Rules of Use:** these Rules of Use for BelfiusWeb.
- **Rates:** rates for the use of services related to 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 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(s) of BelfiusWeb.

#### Article 3 - Object

BelfiusWeb contains automatic services giving the Client access, 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, as well as to sign electronic documents.

### Section 2: BelfiusWeb Services

#### Article 4 – Available services

**4.1** BelfiusWeb provides access to a range of services, such as consultation of payment and/or savings accounts, execution of payment transactions, the electronic signing of agreements, consultation of debit card and/or depositor card transactions, account statements via Papyrus, (globalized) reporting, alerting, etc. A detailed description of these services can be consulted via BelfiusWeb and via [www.belfius.be](http://www.belfius.be)

**4.2** Certain services are optional. The Client shall indicate in the Configuration Form which services he wishes to use or not to use. The Client accepts that certain services are automatically activated by Belfius Bank unless the Client indicates in the Configuration Form that he does not wish to use these services.

**4.3** The Client accepts that certain parts of the Services cannot always be displayed in real time. If such a case, whether the requested information is displayed in real time and the specific moment in time of this information shall be stated on the screen or in the manuals. Belfius Bank declines all liability for any damage that directly or indirectly relates to the content of the screens or reports offered (print function, pdf reports, etc.).

**4.4** The Client may activate the following additional services by means of the Configuration Form:

- Alerting: the reception of personalized messages relating to the Client's financial products;
- Reporting, also known as "PaPyRuS";
- BelfiusWeb App.

In the 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 BelfiusWeb Configuration Form that he does not wish to make use of those services.

**4.5** The list of Services may be changed by Belfius Bank to reflect financial, commercial and/or technological developments.

**4.6** If a separate agreement has been concluded concerning specific products and services (e.g. investment products), the terms and conditions set out in these Rules of Use shall continue to apply. In the event of contradiction, the provision(s) specifically applicable to said products and services shall take precedence over the provision(s) of these Rules of Use.

**4.7** All non-personalized data provided via BelfiusWeb shall be given for general 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 specialized third party undertakings which are considered trustworthy by Belfius Bank in respect of the information they provide. 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 BelfiusWeb.

**4.8** Each User shall be deemed to have access to the services of BelfiusWeb and to be able to take cognizance of all information made available through that system. The Client can disable access to certain services by means of the BelfiusWeb Configuration Form. The Client however acknowledges that access to certain services cannot be switched off.

**4.9** Belfius Bank shall at all times have the right to adapt the offer of BelfiusWeb in accordance with the procedure described in Article 14. Section 3: Operating conditions, technical requirements and security

#### Article 5 – Operating conditions

**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 BelfiusWeb.

**5.2** The Client shall appoint or delegate a person who shall determine, by use of a BelfiusWeb Configuration Form, the name of the person(s) authorized to use the service as well as the functions to which he should have access.

**5.3** Access to BelfiusWeb 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 via BelfiusWeb or [www.belfius.be](http://www.belfius.be). Data transmission shall be possible only if that minimum configuration, security protocols and other 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 BelfiusWeb using Belfius Bank security systems**

Belfius Bank is entitled, should the Belfius Bank (security) systems be at risk, to activate an additional security procedure for payment files imported into 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 BelfiusWeb, after which they have to be completed by the User and confirmed before payments can be executed.

#### **Security system based on the use of a BelfiusWeb Card**

**6.1** Belfius Bank shall 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 BelfiusWeb.

**6.2** The User shall be granted access to BelfiusWeb provided he uses his Methods of Identification in the manner required for that purpose. The Methods of Identification are used not only to access the system, but also to sign the transactions entered by the Client. In addition to the signing of transactions, the Client can sign agreements, offered via BelfiusWeb, by means of the Belgian electronic identity card.

**6.3** Users shall be deemed to have been informed by the Client of the rules governing the use of BelfiusWeb. Belfius Bank may consider their first use of BelfiusWeb as explicit acceptance of these Rules of Use.

**6.4** The User must at all times follow the guidelines provided to him for the use of BelfiusWeb. He shall be deemed to take all measures necessary to safeguard the integrity and the personal and confidential nature of his secret code and his BelfiusWeb Card. 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.

**6.5** All transactions carried out after use of the Methods of Identification shall be deemed to correspond with the intention of the User/Client, and may be carried out by Belfius Bank as such, unless the User/Client has made the following announcement.

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

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

**6.6** 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 by the Bank. The User or the Client may cancel the contract pursuant to that same article.

#### **Article 7 – Security when accessing BelfiusWeb using the security system of Isabel SA (service also known as BelfiusWeb via Isabel).**

**7.1** If the Client or the User has access to 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 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 BelfiusWeb, they expressly agree to the rules laid down by Isabel SA 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 BelfiusWeb. Belfius Bank may consider their first use of BelfiusWeb as explicit acceptance by them, too, of these Rules of Use.

**7.4** In order to access 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 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 “BelfiusWeb Configuration Form,” the Client shall ask for access to BelfiusWeb to be given for an unlimited time to the User(s) he has registered.

The BelfiusWeb 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 can terminate access by a user using the administrative module in BelfiusWeb, a Configuration Form, or by sending an email to [eb-contact@belfius.be](mailto:eb-contact@belfius.be).

**8.2** Where appropriate, the Client shall ask for access to one or more BelfiusWeb services to be given for an unlimited time to the Users he has registered.

Access to these BelfiusWeb Services may be terminated once a year by the Client or Belfius Bank.

Such termination must be carried out using the administrative module in BelfiusWeb, a Configuration Form, or by sending an email to [eb-contact@belfius.be](mailto:eb-contact@belfius.be).

**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 BelfiusWeb.

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

**8.6** The Client must inform Belfius Bank without delay by means of an adapted BelfiusWeb Configuration Form:

- where a User for whatever reason is no longer in the Client's employ,
- where a User is no longer authorized 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 an adapted Configuration Form to the following e-mail address: [eb-contact@belfius.be](mailto:eb-contact@belfius.be).

**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 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 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 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 Rates (the latest version of which is available on the Belfius Bank website).

The Client guarantees that each User 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 Configuration Form e for each User. Each Configuration Form shall mention the name of the person authorized to use 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 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.

#### **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 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 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 payments**

#### **Article 12**

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

**12.2** The rates applicable to the BelfiusWeb Services are described in the BelfiusWeb Rates. Belfius Bank may unilaterally change the rates of all or part of BelfiusWeb in accordance with the rules laid down in Article 14.

**12.3** 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.

**12.4** 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 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 BelfiusWeb. All litigation shall be settled in the Belgian courts.

### **Section 8: Change to the conditions and/or the electronic system**

#### **Article 14**

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 and within a reasonable period for the entry into force of the changes communicated to the Client. The Client and the User(s) shall be contractually bound by the provisions of the amended Rules of Use.

## Section 9: Protection of personal privacy

### Article 15

Belfius Bank, the other entities of the Belfius group, its successors in title respectively as a general entity (after merger, demerger, contribution or otherwise) and in specific title (after transfer, substitution or otherwise) and the companies with which it is contractually linked in the context of its activities, process the personal data of the Client. The protection of personal data is defined by law. The processing may involve a communication or exchange of data by and between the entities of the Belfius group. The intended purposes for the processing of personal data by Belfius bank, as well as the Client's rights, are set out in the Privacy Charter. This charter forms part of the contractual relationship with the Client and may be relied upon by the latter. This charter is available in the office and can also be consulted on [www.belfius.be/privacycharter](http://www.belfius.be/privacycharter).

## Section 10: Miscellaneous provisions

### Article 16

16.1 The contents and information exchanged via 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.

16.2 Belfius Bank shall not be liable for the content of third party websites which refer (through hyperlinks) to 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.

## Chapter 2: Provisions governing the BelfiusWeb additional services

### Section 1: Specific provisions governing the Alerting service

#### Article 17

**17.1** The Alerting service is used to send to the Client personalized messages electronically about his financial products at Belfius Bank. The use of this service is subject to the use of the corresponding financial products. The specific terms and conditions for each of these financial products remain applicable. The list of these products may be amended to take account of financial, commercial and technological developments.

**17.2** The Alerting Service for all Users is activated automatically when the Contract is signed by the Client. However, the messages relating to the accounts and investments are accessible only to Users who can also consult these products under the BelfiusWeb service. Information relating to credits can only be accessed by Users who are explicitly designated for this purpose in the BelfiusWeb Configuration Form, indicating one or more borrower numbers to which their access applies.

**17.3** The messages made available to the Client are for information only.

### Section 2: Specific provisions governing the Messages service

#### Article 18

**18.1** The Messages service enables the Client to exchange messages and data with Belfius Bank through the secure messaging system. This system may under no circumstances be used by the Client and/or the User to pass on payment orders or transactions of any kind to Belfius Bank. In such a case, Belfius Bank shall not follow up the orders or transactions transmitted nor inform the Client and/or the User of the non-execution of the orders given by him.

**18.2** Belfius Bank shall make the necessary efforts to reply to messages from the Client and/or the User via the messaging system within a reasonable period of time, but Belfius Bank under any circumstances guarantees a reply within a predetermined period or such time as deemed reasonable by the Client and/or the User.

**18.3** The Client explicitly accepts that Belfius Bank may send him advertising and other messages via Messages. In such a case, the advertising messages sent by Belfius Bank to the Client and/or the User shall be valid for the period indicated in the message itself or on the information pages that the Client and/or the User can consult via a link in the message. In the absence of an indication of an explicit period of validity, the message shall be deemed to be valid for one month as of the dispatch of the message by Belfius Bank.

**18.4** Documents made available by the User via Messages shall be deemed fully binding against the Client.

### Section 3: Specific provisions governing the BelfiusWeb App service

#### Article 19

**19.1** The BelfiusWeb App service enables Clients to view their accounts via an app installed on a smartphone, as well as to sign payment transactions.

**19.2** Users can view their accounts via the BelfiusWeb App. They can also sign payment transactions. These transactions need to be entered/imported via BelfiusWeb, Isabel or Belfius Secure EDI. The signature can then be added via BelfiusWeb App. Transactions cannot be modified via the BelfiusWeb App and the use of the BelfiusWeb App 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 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.

**19.3** Users need to register their smartphone and set up a PIN code via BelfiusWeb. This PIN code can then be used to sign transactions, in line with article 19.2 of these Rules of Use.

**19.4** Users are required to take every measure necessary 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 App 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 the BelfiusWeb App via BelfiusWeb if they discover that their PIN code has been lost or stolen. The User and the Client also undertake to notify Belfius Bank without delay should the need arise.

**19.5** BelfiusWeb App enables the User to manage more than one entity in the same session. In addition, 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).

**19.6** The User acknowledges explicitly that Belfius Bank may send operational messages to the telephone number, as well to the smartphone, to which the BelfiusWeb App service is linked.