

# Beobank Online and Beobank Mobile Agreement

Please read this Agreement ("the Agreement") carefully.

*Section 1 - General Terms and Conditions for Beobank Online and Beobank Mobile* applies to all Beobank Online and Beobank Mobile customers;

*Section 2 - Special Terms and Conditions for Beobank Account Holders* only applies if you also have a Beobank current account and/or direct debit card (i.e. a payment card that allows you to jointly settle all payments that you have made at the end of the month);

*Section 3 - Special Terms and Conditions for Beobank Credit Card Holders* only applies if you have a Beobank credit card (i.e. a payment card with a credit line, allowing reimbursements over a longer period of time).

## **Section 1: General Terms and Conditions for Beobank Online and Beobank Mobile**

### **Article 1.1: Subject and definitions**

This Agreement contains the conditions relating to the use of current and future Beobank Online and Beobank Mobile services (the "Services") that the Bank offers to the Customer to conduct his banking affairs and/or to manage his credit card account(s) remotely by using his own hardware.

The "Customer" and the "Bank" are jointly referred to as the "Parties".

For the purposes of this Agreement, "Order" is defined as an electronic request for the performance of a transfer (or the processing) of money or securities in the name and on the account of the Customer.

The Bank offers the Customer the necessary help and support through its call center (the "Beobank Service Centre").

The Services remain subject to the Bank's General Terms and Conditions and to the General Terms and Conditions for credit cards (if applicable), except where stipulated otherwise in this Agreement.

### **Article 1.2: Access times**

Beobank Online and Beobank Mobile are accessible 7 days a week and 24 hours a day. Service interruptions may occur due to maintenance or the installation of new versions of the software.

### **Article 1.3: Obligations and liability of the Customer**

The resources provided to the Customer for access to Beobank Online and Beobank Mobile ("Payment Instruments") are strictly personal. As soon as the Customer has received the Payment Instrument, he is liable for all direct and indirect damages in relation to the use of this Payment Instrument, whether by himself or by a third party.

The Customer will take all necessary precautions to safeguard the security of the Payment Instrument in accordance with this Agreement and the Bank's General Terms and Conditions. In no case whatsoever he can communicate the security features of the Payment Instrument (such as passwords, pin codes and Digipass-generated codes) to other persons.

Upon receipt of his account statement, the Customer verifies the state of the accounts for which the Beobank Online services were activated, as well as the Orders which were booked on them.

When using the Internet, the Customer is assumed to be aware of the applicable legislation of the country in which he is located. In no circumstances whatsoever Beobank shall be held liable for any violations of national legislation committed by the Customer.

For more information on the conditions and possibilities of Internet connections, the Customer can directly contact his Internet service provider.

#### **Article 1.4: Obligations and liability of the Bank**

The Bank will take all reasonable precautions to provide software that is free of viruses and other malware. The Customer may not hold the Bank liable for any damage to hardware and/or software caused by a virus.

The Bank cannot be held liable for any failures or malfunctions of the Services resulting from technical problems in the network or a shortcoming on behalf of the Internet service provider or another third party, or from any other problem that is beyond the control of the Bank.

The Bank will make every effort to guarantee the continuity of the Services. Nevertheless, the Bank reserves the right to temporarily suspend the Services for maintenance or improvement works.

The Bank reserves the right to block, without advance notice, the Customer's access to the Services for objectively justified reasons relating to the security of the Services or the suspicion of unauthorized or fraudulent use. The Bank shall inform the Customer of the blocking, unless this would thwart objectively justified security reasons or is legally prohibited.

The Bank is liable for the direct damage resulting from fraud or serious error by its services or its personnel. Under no circumstances will the Bank be liable for indirect damages.

#### **Article 1.5: Availability and format of the statements and other documents**

Pursuant to the framework agreement between the Parties, the Customer receives a statement including all the transactions processed on his account.

Via Beobank Online the Customer can apply for electronic statements. Subscribing to this service will activate the service for all future statements, investment portfolio statements, transaction notices and any other document that the bank makes available in digital format. Once activated, this service applies to all types of accounts, including securities accounts, until the Customer cancels his subscription. The Customer may not exclude one type of account from this service.

As soon as a new document is available, the Customer will receive a notification on the email address he has provided in his Personal Data on Beobank Online. From this moment, the documents are available in Beobank Online, under "Documents via Internet". After having subscribed for this service, the Customer will no longer receive paper statements via regular mail.

As soon as one of the holders of an account subscribes to electronic statements, all co-holders of that account will receive a notification indicating that they will no longer receive any statements by ordinary mail, but that they can also subscribe to electronic statements via Beobank Online. The bank will request them to communicate their e-mail address if they haven't already done so. In case the statement is addressed only to the account holder as such, the co-holders of that account can obtain a joint statement from the Bank, which will allow the co-holders to subscribe to electronic statements as well.

If the e-mail address of the Customer changes, he must inform the Bank of his new e-mail address without undue delay, so that he will receive new notifications on account statements within due time. In the absence of such a communication, the Customer shall be liable for the financial consequences thereof.

The Customer can cancel the electronic statement service at any time via Beobank Online.

The statements remain available in Beobank Online for a period of ten years, as of when the Customer has activated the service.

### **Article 1.6: Costs**

In principle the Services are made available to the Customer free of charge, with the exception of the costs involved for the optional "Beobank Alert" service (see article 3.2) and the telephone and Internet charges, which shall be for the Customer's account.

However, the Bank reserves the right to introduce charges for the Services at any time, without prejudice to article 1.7: "Amendment of the Agreement".

### **Article 1.7: Amendment of the Agreement**

The Bank reserves the right to unilaterally amend the provisions of this Agreement. The Customer is informed thereof at least two months before the change concerned enters into effect.

Such notification may occur in any manner the Bank considers suitable for the purpose, for example in the form of a message printed on an account statement or by way of an ordinary letter, in which it will indicate the date on which the change in question will come into effect.

Unless the Bank is informed otherwise, the Customer is considered to have accepted the amended conditions. If the Customer does not agree with the change, he has the right to cancel the Agreement before the change enters into effect.

### **Article 1.8: Suspension of the Services and termination of the Agreement**

The Bank reserves the right to refuse at any time, without any advance notice, the Customer access to the Services, without having to justify its decision. The Customer holds no right to appeal this decision.

The Bank may at any time and without having to justify its decision, put an end to the Agreement, subject to an advance notice of two months. The decision to put an end to the Agreement shall be notified to the Customer in the way that the Bank finds most appropriate, for example in a simple letter where the Bank also specifies the date of termination.

The Customer may at any time, and without having to justify his decision, put an end to the Agreement. To this effect, it suffices that he informs a point of sale of the Bank in Belgium or calls Beobank Service Centre (02/626.50.50). The Customer need not observe any advance notice period, and is only to take into account the period as will be communicated to him, within which the Bank can process his request.

### **Article 1.9: Complaints and disputes**

For any complaints, the Customer must first contact the Bank, i.e. Beobank NV/SA, Customer Service, Bld. General Jacques 263g, B-1050 Brussels (tel. 02/626.64.63, fax 02/626.64.28, e-mail: [contactinfo@beobank.be](mailto:contactinfo@beobank.be)).

The Bank will send the Customer an acknowledgement of receipt within five (5) working days. Provided that the complaint is complete and clear, the Bank will strive to respond to it within one month of receipt thereof. If the Bank cannot respond to the complaint within one month, it will inform the Customer thereof, stating the period within which an answer may be expected.

If the Customer does not agree with the Bank's response, he can contact Ombudsfm, the ombudsman in financial matters, North Gate II, Albert II-laan 16, 1000 Brussels (tel. 02/545.77.70, fax 02/545.77.79, e-mail: [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be)). Ombudsfm will issue a non-binding opinion. The procedure is conducted entirely in writing. Appeals to Ombudsfm are free of charge.

### **Article 1.10: Security**

To protect the information concerning Customers and their activities, Beobank Online and Beobank Mobile use a very high encryption level. Although this level of encryption is permitted in Belgium, it may not be lawful in all countries. Customers using Beobank Online or Beobank Mobile outside Belgium must first inform themselves of local laws on encryption before using the application. Under no circumstances Beobank shall be held liable in the event of Customers violating local laws governing encryption.

To increase security, the Bank recommends the Customer not to use Beobank Online on a computer that can also be accessed by persons unknown to him.

### **Article 1.11: Communication and Secure Messaging Service**

The Bank shall communicate with the Customer in relation to the Services on a durable medium (i.e. on paper or in electronic format) and on the Bank's website ([www.beobank.be](http://www.beobank.be)). When making use of the Services the Customer shall be irrefutably deemed to have regular Internet access.

If technically possible the Customer may subscribe to the Messaging Service.

The Messaging Service allows the Customer to communicate with the Bank through a personal area on the Bank's website. The Bank can use it in order to provide information, for advertising purposes and (within the limits of its privacy policy) for commercial prospection.

Once the Customer is registered for the Messaging Service, he needs to go to Beobank Online in order to obtain access to his personal messaging center. The Customer may request to receive a reminder e-mail when receiving a message in his messaging center. The Bank shall send this notification to the e-mail address provided by the Customer to this effect.

The Customer can archive the messages in his messaging center on the Bank's server. Messages older than 5 years (and their attachments) are automatically deleted from the messaging center. However, they will still be available for 2 months in the Customer's deleted items (this applies to all folders of the messaging service: Inbox, Sent items, Archives and Deleted Items).

As it is a closed messaging center, and for reasons of confidentiality, the Customer cannot transfer his messages to an external mailbox. The Bank therefore recommends the Customer, if necessary, to save attachments and important messages.

The Bank reserves the right to retain all messages for a reasonable period of time, for archiving or evidentiary purposes, even if they were deleted by the Customer.

As the Messaging Service is only a means of communication, the Bank is not obliged to take into account any requests made by the Customer through this channel, and if the Bank decides to take such requests into account, it shall not be subject to any execution period.

The Secure Messaging Service cannot be used for:

- national or international transfer orders;
- requests for adding, modifying or deleting any beneficiaries of transfers;
- (requests for) transactions in financial instruments.

For all these transactions the Customer is to contact his agency or use the Beobank Online functions.

Customers who have access to Beobank Online for professional purposes through the "Management of Representatives" function, may grant access to the Messaging Service to one or more of their registered representatives. Hence, the representative will be able to communicate with the Bank via his own messaging center, taking into account the limits linked to his user name and other security features. Customers having access to the Messaging Service have access to the messages exchanged between their representative(s) and the Bank. The representative as such only has access to his own messages.

#### **Article 1.12: Applicable law**

This Agreement is governed by Belgian law.

## **Section 2: Special Terms and Conditions for Beobank Account Holders**

### **Article 2.1: Access to the Beobank Online and Beobank Mobile Services**

In order to get access to the Beobank Online service the Customer will require a combination of identification data that are provided by the Bank or that are chosen by the Customer upon his first visit.

In order to get access to the Beobank Mobile service the Customer will require a combination of identification data that are provided by the Bank.

If the Bank assigns a Digipass to the Customer, it will remain the Bank's property at all times.

The user name and password chosen by the Customer within the framework of the identification process are strictly personal and confidential.

### **Article 2.2: User limits and value dates**

Transfers are subject to the limits stated in the Bank's tariffs, which are available both at the points of sale and at [www.beobank.be](http://www.beobank.be). These limits automatically apply as from the moment the Services are accessed. The limits apply cumulatively for all remote financial services and are fixed for each Customer, not per account.

The Customer can change his daily limit for transfers to another bank in Belgium and to a Beobank account abroad via Beobank Online and Beobank Mobile. This change can be made in one of the following manners, at the Customer's discretion:

- the Customer may address the sales point where he holds his accounts;
- the Customer may submit a written and signed request to Customer Service (Bld. General Jacques 263g, B-1050 Brussels).

The modified limit will be effective within 72 hours of receipt of the request. The Bank will confirm the amendment to the Customer by letter.

Transfers performed via Beobank Online or Beobank Mobile have the same value dates as other automated transactions.

## **Section 3: Special Terms and Conditions for Beobank Credit Card Holders**

### **Article 3.1: Access to the Beobank Online and Beobank Mobile Services**

In order to get access to the Beobank Online service the Customer will require a combination of identification data that are provided by the Bank.

The user name and password chosen by the Customer within the framework of the identification process are strictly personal and confidential.

### **Article 3.2: Beobank Alert**

Via Beobank Online the Customer can subscribe to the Alert program of Beobank Online. In this case, the Customer will receive specific messages on his mobile phone and/or e-mail address, to inform him of certain transactions, either in real time or on agreed intervals. This application is not activated automatically.

The user costs of this application are calculated on a monthly basis in accordance with the applicable tariffs and costs, as indicated on the Bank's website ([www.beobank.be](http://www.beobank.be)). These tariffs can be amended at any time, subject to a minimum of two months' prior notice given by the Bank.

### **Article 3.3: Change of address**

If the e-mail address of the Customer changes, he must immediately inform the Bank of his new e-mail address, so that he continues to receive the reminder e-mails in a timely manner. In the absence of such notification, the Customer himself must bear the consequences thereof.