

## Remote Banking Agreement

Please read this Remote Banking Agreement (« the Agreement ») carefully.

This Agreement cancels and replaces the agreement entitled « Beobank Online & Beobank Mobile Agreement ». It incorporates the services available in Beobank Online, Beobank Mobile & Beobank Pay.

**Section 1 – General Conditions Beobank Online, Beobank Mobile & Beobank Pay** – applies to all Clients using Remote Banking.

**Section 2 – Specific Conditions for holders of a Beobank account** – applies to you if you also have a bank account with Beobank.

**Section 3 – Specific Conditions for holders of Beobank credit cards** – applies to you if you also have a Beobank credit card.

### Section 1: General Conditions Beobank Online, Beobank Mobile and Beobank Pay

#### Article 1.1: Purpose, definitions and support

**Beobank Online:** Online banking accessible via the Bank's website and allowing the Client to access his accounts and banking products and to carry out transactions remotely.

**Beobank Mobile:** The Bank's mobile application allowing the Client to access his accounts and banking products and to carry out transactions remotely.

**Beobank Pay:** The Bank's mobile application allowing the Client to carry out payment transactions only, notably via the Wero service usable on his mobile phone. For more details, consult the specific conditions of Beobank Pay.

**The Bank:** Beobank NV/SA

**Client:** Any natural or legal person having entered into a banking relationship with the Bank and using the Services.

**Services:** All current and future services made available to the Client by the Bank, accessible via Beobank Online, Beobank Mobile as well as Beobank Pay.

This Agreement defines the conditions of use of the Services that the Bank offers to the Client to enable him to manage his banking transactions and/or his bank accounts and/or his debit, deferred debit & credit cards remotely from his own equipment. The Services are accessible via Beobank Online, Beobank Mobile and Beobank Pay.

When referred to jointly, the "Client" and the "Bank" are designated as the "Parties".

The Bank provides the necessary assistance and support to the Client via Beobank Service Center at 02/622 20 00. The Services remain subject to the Bank's General Regulations of Operations as well as, if applicable, to the General Conditions applicable to the relevant products, insofar as this Agreement does not derogate therefrom.

#### Article 1.2: Access to the Services

To have access to the Remote Banking Services, the Client needs a combination of identification means made available to him by the Bank or chosen by the Client during his first access to the Services.

In the event that the Bank provides the Client with a Digipass, it remains the property of the Bank.

The username(s) and password(s) and/or secret code(s) chosen by the Client within the framework of the identification process are strictly personal and confidential.

The Services are accessible 7 days a week, 24 hours a day. Interruptions of the Services may occur for maintenance reasons or for the installation of a new software version.

### **Article 1.3: Obligations and responsibilities of the Client**

The Services constitute payment instruments. The means provided to the Client to access them are strictly personal. As soon as the Client has access to the payment instrument, he is responsible for the use of his access means, subject to the mandatory legal provisions applicable in matters of payment services.

The Client takes all necessary precautionary measures to preserve the security of the payment instrument in accordance with this Agreement and the Bank's General Regulations of Operations. In particular, he ensures that he does not disclose the access means such as passwords, PIN codes or codes generated by the Digipass.

As soon as his account statement is made available, the Client takes note of the status of his accounts for which the Services have been activated, as well as the transactions that have been recorded. He informs the Bank without delay of any anomaly observed.

If the Client's email address is modified, the Client must immediately inform the Bank of his new email address, so that the new account statement notifications reach him in due time. Failing such information, the Client himself shall bear any possible financial consequences.

When using the Internet, the Client is presumed to know the legislation in force in the country where he is located. The Bank declines all responsibility for infringements of local legislation committed by the Client.

For more information on the conditions and possibilities of Internet access, the Client must contact his Internet service provider.

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

The Bank takes all reasonable precautionary measures to ensure the security of the Services. The Bank implements reasonable measures in order to limit risks related to computer viruses and malicious software. However, the Client may not hold the Bank responsible for damage caused to his equipment and/or software by a computer virus or malicious software that such reasonable precautionary measures would not have made it possible to avoid.

The Bank cannot be held responsible for the unavailability or malfunctioning of the Services resulting from technical disturbances on the network or from a failure of the Internet access provider or another third party, or from any other problem independent of the Bank's will.

The Bank makes every effort to guarantee the continuity of the Services. However, the Bank may interrupt the Services for maintenance and improvement works.

The Bank may, without prior notification, block the Client's access to the Services for reasons related to the security of the Services or to a presumption of unauthorized or fraudulent use. The Bank informs the Client of the blocking, unless this information conflicts with security requirements or with a legal prohibition.

The Bank is responsible for direct damage resulting from fraud or gross negligence of its services or its employees. The Bank is not liable for indirect damage.

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

In accordance with the Products & Services document between the Parties, the Client receives a statement listing all transactions carried out on his account.

The account statements remain available in Beobank Online for ten years from the moment the Client has activated the Service.

The Client may cancel the « Documents via Internet » Service at any time in Beobank Online.

### **Article 1.6: Fees**

The Services are made available to the Client free of charge.

However, the Bank may introduce fees for the Services at any time, in compliance with the provisions of Article 1.7 « Amendment of the Agreement ». For more details, please consult our tariffs available on <https://www.beobank.be> and in our branches.

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

The Bank may unilaterally amend the conditions of this Agreement. The Client is informed at least two months before the amendment enters into force.

This information may be communicated in the manner that the Bank considers most appropriate, for example in the form of a notice on an account statement or by ordinary mail; the Bank mentions the date of entry into force of the amendment.

If the Client does not agree with the amendment, he has the right to terminate the Agreement before the amendment enters into force in accordance with Article 1.8 below. Failing this, the Client is deemed to have accepted the amendment.

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

The Bank reserves the right to refuse access to the Services without being required to justify its decision. The Client has no remedy in this regard.

The Bank may, at any time and without having to justify its decision, terminate this Agreement, subject to a notice period of two months. The decision to terminate the Agreement may be communicated to the Client in the manner that the Bank considers most appropriate, for example by simple letter; the Bank mentions the end date of the Agreement.

The Client may, at any time and without having to justify his decision, terminate the Agreement. It is sufficient that he informs a point of sale of the Bank or contacts Beobank Service Center (02/622.20.00). The Client does not have to comply with a notice period but the effective implementation of the termination by the Bank may require a reasonable period, which will be communicated to him and will be enforceable against him.

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

For any possible complaint, the Client must first contact the Bank, Beobank NV/SA, Customer Service, Boulevard du Roi Albert II 2, 1000 Brussels (tel.: 02/620.27.17 - e-mail: [contactinfo@beobank.be](mailto:contactinfo@beobank.be), [recla@beobank.be](mailto:recla@beobank.be), [klacht@beobank.be](mailto:klacht@beobank.be)).

The Bank sends the Client an acknowledgment of receipt of his complaint within five working days. Provided that the complaint is complete and precise, the Bank endeavors to respond within the month following its receipt. If the Bank cannot respond to the complaint within the month, it informs the Client, indicating the period within which a response may be expected.

If the Client is not satisfied with the Bank's response, he may appeal to the financial mediation service, Ombudsfm, North Gate II, Boulevard Roi Albert II, 8, bte 2, 1000 Brussels (tel. 02/545.77.70 – fax 02/545.77.79 – e-mail: [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be)). The opinions issued by Ombudsfm are not binding. The procedure is conducted entirely in writing. Recourse to Ombudsfm is free of charge.

### **Article 1.10: Security**

To protect the information relating to Clients and their transactions, the Services use a high level of encryption. Although this level of encryption is authorized in Belgium, it may not be authorized in other countries. Clients wishing to use the Services abroad must inform themselves about local legislation concerning encryption before using the Services. The Bank may in no event be held responsible if Clients fail to comply with local legislation.

To guarantee better protection, the Bank advises the Client not to use Beobank Online Services on a computer that may also be used by unknown persons.

## Article 1.11: Communication and Messaging

The information that the Bank must provide to Clients in connection with the Services shall be provided on a durable medium (paper format or electronic format) and/or on the Bank's website. The Client who benefits from Beobank Online, Beobank Mobile or Beobank Pay Services is irrevocably presumed to have regular access to the internet.

The "Messaging" service allows the Client to correspond with the Bank via Beobank Online & Beobank Mobile. The Bank may use it for informational, advertising or (within the limits of its privacy policy) commercial prospecting purposes.

The Client may request in Beobank Online to be alerted by email when he receives a message in his Messaging. This notification is sent to him by the Bank at the email address he has provided.

The Client may archive messages received in his Messaging directly on the Bank's server. Messages older than 5 years (as well as their attachments) are automatically deleted from the Messaging. They will nevertheless still be consultable for 2 months in the Client's deleted items (this applies to all Messaging folders: inbox, sent items, archived and deleted).

As this is a closed Messaging system, and for reasons of confidentiality, the Client may not forward his messages to an external email box. The Bank therefore recommends that the Client, if necessary, manually save his attachments and important messages.

The Bank reserves the right to keep for a reasonable period, as internal archives or as evidence, all messages received or sent by it, even if deleted by the Client.

Considering that the Messaging is only a means of communication and in compliance with applicable regulations, the Bank reserves the right not to comply with a request made by this means by the Client, or if it does comply, not to be bound by any processing deadline.

### The Messaging does not allow the processing of:

- requests for domestic or international transfers,
- requests to add, modify or delete transfer beneficiaries,
- requests for transactions on financial instruments.

For these transactions, the Client must contact his branch or use the functionalities of Beobank Online, Beobank Mobile or Beobank Pay.

For the Client benefiting from professional access to Beobank Online including the "delegate management" function, the Client has the possibility to grant one or more created delegates access to the Messaging. Furthermore, the Client having granted access to the Messaging may access messages exchanged between the delegate and the Bank. The delegate, however, will only have access to his own messages.

## Article 1.12: Applicable law and competent courts

This Agreement is governed by Belgian law and subject to the jurisdiction of the courts of Brussels.

## Article 1.13: Intellectual property

The trademarks, logos, signs as well as all content of Beobank Online, Beobank Mobile & Beobank Pay are protected by the Intellectual Property Code.

The Client may not use or reproduce said content without prior written authorization from the Bank, failing which legal proceedings may be initiated.

## Article 1.14: Personal data

Beobank complies with legislation relating to the protection of your personal data.

You will find more information on the processing of your personal data, their protection as well as your rights granted by the GDPR in [our Personal Data Protection Policy available](#) on [www.beobank.be](http://www.beobank.be) or upon simple request at [contactinfo@beobank.be](mailto:contactinfo@beobank.be) – Beobank NV/SA, Boulevard du Roi Albert II, 2, 1000 Brussels.

## **Section 2: Specific Conditions for holders of a current account with Beobank**

### **Article 2.1: Usage limits and value dates**

Transfers are subject to the limits available on [www.beobank.be](http://www.beobank.be).

Transfers executed via the Services have the same value dates as other automated transactions.

## **Section 3: Specific Conditions for holders of Beobank credit cards**

### **Article 3.1: Beobank Alert**

Via Beobank Online, the Client may subscribe to the “Beobank Alert” service. He then receives SMS’s and/or emails informing him about the use of his credit cards.