



GENERAL TERMS AND CONDITIONS CONCERNING THE ACCESS CARD

I. GENERAL

The services related to the Access Card are governed by

- the Standard Terms and Conditions of Fortis Bank sa/nv, with registered office at Montagne du Parc/ Warandeberg 3, B-1000 Brussels, Brussels RPM/RPR, VAT BE 0403.199.702, FSMA accreditation number 25879A, e-mail: info@bnpparibasfortis.com and the
- General terms and conditions of bank card services, Easy Banking Phone and Easy Banking Web concerning the use of the card in the context of Easy Banking Web.

In accordance with these regulations, the specific terms and conditions of the services linked to an Access Card are set out in these General Terms and Conditions, and also in the contract or application entered into the holder, the technical manuals and appendices, and any notices of amendment sent to holders in accordance with the procedures stipulated in Article XII below.

The Bank reserves the right to call upon subcontractors for the provision of the aforementioned services.

These General Terms and Conditions do not apply to Bank cards, MasterCard/Visa cards and Fuel cards issued by Fortis Bank sa/nv.

II. DEFINITIONS

In these General Terms and Conditions, the following terms are to be construed as defined below:

- Bank: Fortis Bank sa/nv, hereinafter referred to as 'the Bank' or 'Fortis Bank sa/nv';
- Access Card: card which allows the holder to identify himself to gain access to the services specified in article IV and which, except for the Easy Banking Web service, are only available via BNP Paribas Fortis machines or appliances;
- our ATMs: ATMs made available by Fortis Bank sa/nv in Belgium on behalf of its commercial entity, BNP Paribas Fortis, bearing the logo of this entity ;
- Easy Banking Web: Online banking service;
- holder: the natural person to whom the Bank has issued a card – natural person who uses Easy Banking Web;
- account: current account, savings account to which transactions carried out under one or more of the services are booked;
- account holder: holder, natural or legal person, the current account or savings account;
- authorised user: person who is authorised to hold or use a card subject to certain limits;
- authorised cash depositor: person who holds a power of attorney which authorises him only to deposit cash money on that account;
- available balance of the account: amount obtained by adding together the credit balance for the account and the amount of any credit or overdraft facilities granted by the Bank on the account concerned.
- PIN: personal and confidential number used for identification purposes;
- Initial code: Unique code that the cardholder receives when ordering their new named card and with which they gain access to the secure telephone line in order to choose their own PIN code (should they so wish) and activate their card after receiving their card.
- CARD STOP: company appointed by the Bank to be notified in the event of loss or theft or the risk of improper use of a card.
- signature procedures: electronic signature techniques, more specifically
 - card and PIN code, linked to the card
 - electronic authentication and signature system for the Easy Banking Web serviceenabling the holder to identify himself as part of the access procedure to the services and to sign certain orders and applications transmitted while using the services.

III. INITIAL CODE, CHOICE/ISSUE OF THE PIN CODE, DELIVERY AND ACTIVATION OF THE CARD

III.1. The initial code

When ordering the new Access card the cardholder receives an initial code. This initial code provides the cardholder with access to the secure telephone line that the Bank places at his/her disposal in order:

- that they may choose their own PIN code prior to the physical delivery of the card;
- to activate their card after the physical delivery of the card.

III.2. Choice/issue of the PIN code

When ordering the Access card the cardholder has the opportunity to:

- choose their PIN code themselves via a secure telephone line that is placed at their disposal. Access to this line is only possible by using the start code that the cardholder receives when ordering the card. With regard to the PIN code chosen by the cardholder themselves over the phone, the Bank takes the necessary precautions to ensure:
 - the procedure is extremely secure;
 - the confidentiality of the self-selected PIN code is guaranteed.
- to have the Bank send this on a paper medium. In this case the secret code is generated by a computer and printed off under the most stringent of security procedures and sent to the cardholder by post or handed over in the branch.

The Bank takes the necessary measures to guarantee the secret nature of the code in use.

The cardholder may, at a later date, then change their PIN code at any time using cash machines in Belgium that are set up for this purpose.

III.3. Delivery of the Access card

Unless otherwise expressly requested by the customer the card will be sent to the correspondence address last provided by the customer. The card is blocked when it is sent and cannot be used until the cardholder activates it by means of the secure phone line that the Bank makes available.

III.4. Activation of the Access card

After receiving their card the cardholder has to activate it via the secure telephone line the Bank has placed at their disposal. In order to gain access to this the cardholder is asked to enter their start code.

Should the card be issued as a result of replacement of his/her card (and without associated changes to the PIN code) or on the Bank's initiative in relation to expiry of the card or other such reason, the activation of the card occurs on the first use of the card using the existing PIN code of the replaced or renewed card.

III.5. Signing the card at the time of receipt

The holder signs the card on receipt using indelible ink on the reverse side of the card.

IV. TERMS AND CONDITIONS OF ACCESS TO SERVICES

IV.1. General

This card gives the holder the possibility to identify himself to gain access to the services as described in article V.

For the use of Easy Banking Web please refer to the "General Terms and Conditions of bank card services, Phone Banking and Easy Banking Web".

The possibility to assign services or use functions depends on the relation

of the cardholder to the account(s) connected to the card and, if applicable, on a previously existing agreement (Easy Banking Web).

As far as the transactions carried out with the card are concerned, the cardholder has access to a current account and/or savings account as holder, co-holder, authorised user, authorised card use or authorised cash depositor.

IV.2. Cash withdrawal service at our ATMs

For this service the cardholder has access to a current account of a savings account of which he is (co-)holder or for which he is an authorised user or authorised card user.

IV.3. Cash deposit

The Cash Deposit service is activated by the cardholder by using the service for the first time.

The cardholder has the possibility to deposit euro bank notes on an account at the Bank through specially equipped BNP Paribas Fortis ATMs.

Bank notes can be deposited via a Self Cash deposit terminal for:

- every current account and/or savings account of which the customer is holder or co-holder;
- every current account and/or savings account for which the customer is the legal representative of the holder;
- the reference account of the card if the cardholder is an authorised user authorised card user or authorised cash depositor.

IV.4. Balance enquiries

If the cardholder is holder, co-holder or authorised user, he can consult the balance of the account(s) on our ATMs.

IV.5. Self services

The Self services on the card are automatically activated when the Cash Withdrawal service at our ATMs is activated.

The holder may opt for either the basic Self service, subject to express application to this effect, or the standard Self service.

IV.6. Transfers

Transfer orders may be entered on Self terminals of BNP Paribas Fortis.

IV.7. Printing account statements

Bank statements can be retrieved with the Access Card if the cardholder is holder, co-holder, authorised user of the account(s) linked to the card.

Statements issued by BNP Paribas Fortis Self terminals are original statements. If several cards are linked to one and the same account, statements are delivered to the first holder to enter his card in the machine.

If cardholders do not withdraw statements from statement printers within a period of ninety days, the statements shall be printed and sent to the account holder's correspondence address. In this case postal charges shall be paid by the account holder.

Holders of a card that entitles them to obtain account statements from BNP Paribas Fortis Self terminals may request that no further statements are sent by post; in that case, they undertake to collect their statements from the Self terminals as frequently as possible.

Should the cardholder request account statements using the Self terminal and there are more than 99 pages to be printed, this process will not proceed. In such a case the account statements will be printed and forwarded by post. In this case postal charges shall be paid by the account holder.

IV.8. Use of the card and PIN

IV.8.1. Basic rule

The Access Card provides access to the BNP Paribas Fortis ATMs.

The holder must insert the card in the reader and enter the PIN on the terminal keypad to execute a transaction.

To identify themselves or to sign transactions using the Easy Banking Web service, subscribers use the signature procedures provided by the Bank. They must comply with the instructions and information given in the manuals and technical appendices.

IV.8.2. Entering incorrect PINs

The card is disabled if three successive incorrect PINs are entered. Holders who have forgotten their PIN should request the Bank to issue a new PIN.

IV.9. Easy Banking Web

We refer to article III.4 of the General terms and conditions of Bank card services, Easy Banking Phone and Easy Banking Web.

V. DESCRIPTION OF SERVICES

V.1. Cash deposit

The possibility for the cardholder to deposit euro bank notes to his current or savings account through a specific BNP Paribas Fortis ATM.

The cardholder deposits the bank notes in the specific module of the Self Cash deposit terminal. This can be done in several stacks. The cardholder has to confirm the amount counted by the machine. If the cardholder does not agree with the count of a stack, he can interrupt the transaction and all the bank notes in the stack will be returned (except suspicious and false bank notes). The cardholder receives a ticket specifying the detail of the deposit for the stack(s) he confirmed. After confirming the deposited amount, the account selected by the cardholder will be credited.

The Bank has the possibility to enter limits per transaction, per card and per account for the deposits.

A specific and unique electronic verification is carried out on every bank note deposited in the Self Cash deposit. Without prejudice to the evidence to the contrary by the customer, the verification by the Bank provides evidence of the recorded transaction during which a bank note was deposited.

Unrecognisable notes are returned to the customer through the module without crediting the account.

False bank notes are withheld by the machine without crediting the account.

V.2. Cash withdrawals from our ATMs

The services gives cardholders the possibility to withdraw cash from the ATMs in the branches, in the Selfs and on the outside walls of BNP Paribas Fortis branches in Belgium, as well as from cash dispensers operated by Fortis Bank sa/nv in other places, such as shopping centres, stations ... and which can be recognised from the BNP Paribas Fortis logo.

V.3. Printing account statements

The possibility for the cardholder to print his account statements via the Self-machines.

V.4. Self services

The holder may only use the Self services to carry out transactions on an account that are compatible with the scope of their powers to use the account in question.

V.4.1. Basic Self service

The cardholder has access to a current account or savings account for the transactions carried out in the context of the limited Self service. It should be a current account or savings account of which he is (co-)holder or for which he is authorised (card) user.

V.4.2. Standard Self service

The cardholder has access to the following accounts for financial transactions carried out using the card as part of the standard Self service:

- a current account of which he is a (co-)holder, or for which he is an authorised user
- all accounts, of any kind, other than those stipulated under a), of which he is (co-)holder
- all accounts opened to the name of a person for whom they are the legal representative.

Whenever they carry out a transaction as part of the standard Self service, holders may consult the list of accounts to which they have access on the terminal screen. The list is constantly updated to take account of events that affect the status of these accounts or the cardholder's position in relation to these accounts.

Under the Self services, the holder has access to certain services to which they have subscribed and certain contracts they have concluded with the Bank, a subsidiary of the Bank or a company that is a member of the group of which the Bank is part.

V.5. Transfers

The possibility for the cardholder to transfer cash to own accounts or third-party accounts.

V.6. Consulting the balance of the account

The possibility for the cardholder to consult the balances of accounts. In principle, the balances shown are the balances at the end of the last bank business day prior to the day of the enquiry.

V.7. Easy Banking Web

We refer to article IV.3. of the General terms and conditions of Bank card services, Easy Banking Phone and Easy Banking Web.

V.8. Changing the PIN

Holders may change their PIN to a new PIN of their choice at cash dispensers displaying the Bancontact logo, at Self terminals, and also at some terminals in BNP Paribas Fortis branches.

VI. LIMITS

VI.1. Cash withdrawals

The following limits are the standard limits for use in relation to the cards.

The total of cash withdrawals is limited as follows:

- maximum amount per card and per day (midnight to midnight): EUR 625
- maximum amount per card, per 7-day period: EUR 1,250.

The cardholder or his legal representative (if the cardholder is a minor) has the possibility, in the course of the agreement, to increase or reduce the standard limits within the limits of the Bank's offer below. The increase of the standard limits can be subject to prior agreement of the Bank.

Cash withdrawal per card/day	Cash withdrawal per card/ 7 days
EUR 25	EUR 25
EUR 30	EUR 50
EUR 40	EUR 80
EUR 50	EUR 125
EUR 125	EUR 250
EUR 250	EUR 500
EUR 250	EUR 1,250
EUR 500	EUR 1,250
EUR 625	EUR 1,250

EUR 625	EUR 2,500
EUR 1,250	EUR 5,000
EUR 2,500	EUR 5,000
EUR 4.500	EUR 5.000
EUR 7.000	EUR 7.500

The total of cash withdrawals may not exceed EUR 9,990 per 7-day period and per account.

The cardholder also has the capability to temporarily change the limits (for a period of 1 day to 7 days) for exceptional cash withdrawals or payments. In such cases account is only taken of these limits during the limited period.

VI.2. Transfers

Under this Article, a transfer in favour of a third party is deemed to be any transfer to an account not accessible to the holder as part of the services, i.e. an account other than those mentioned in Article III.4.1 of the General terms and conditions of bank card services, Easy Banking Phone and Easy Banking Web.

The following limits apply for all transfers entered on BNP Paribas Fortis Self terminals:

- transfers from a current account to a savings account and vice versa are limited to the available balance on the account to be debited;
- transfers from a current account to a third party are limited to the balance available on the account to be debited, with an upper limit of EUR 2,500 per day and EUR 5,000 per week;
- transfers in favour of third parties made by Easy Banking Web are limited to a maximum of EUR 300,000 per account per day. However, the Bank reserves the right to limit this maximum amount to an amount to be determined by the Bank in the event of a risk of fraud or similar abuse.

Under the Easy Banking Phone, Easy Banking Web and Self services, transfers from a Welcome Pack (the holder of which is under 18) to a third party are limited to the balance available on the account to be debited, with an upper limit of EUR 625 per day and EUR 1,250 per week.

VI.3. Transactions involving financial instruments

Purchase and sale of financial instruments (including shares, units in investment funds and bonds) via Easy Banking Web are subject to a limit of EUR 250,000 per transaction.

VI.4. Cash deposit

The Bank has the possibility to enter limits per transaction, per card and per account for the deposits.

VII. OBLIGATIONS AND LIABILITY OF THE HOLDER

VII.1. Basic obligations – safekeeping of cards, PINs and signature procedures

The holder is obliged to use the services in accordance with the terms and conditions governing the issue and use thereof.

The holder must make sure that he performs his transactions direct via the special banking services described above. In particular, access to and use of Easy Banking Web or use of identification and/or signature procedures (made available by the Bank as part of the Easy Banking Web service) must take place exclusively via the Bank's dedicated website.

Cards, PINs and signature procedures are strictly personal to the holder.

The holder shall take all the precautions required to ensure the safekeeping of their card, PIN and signature procedures. Holders undertake to memorise their PIN, not to write it on any document, object or support whatsoever, and not to divulge or reveal it in any way. They likewise undertake not to leave their card, PIN or signature procedures where they can be seen by third parties, and not to make the card, PIN or signature procedures available to third parties.

VII.2. Notification of loss or theft and any risk of fraudulent use of cards, PINs and signature procedures

Cardholders shall notify the lost and stolen card help line (CARD STOP) immediately when they become aware of the loss or theft of their card or the risk of fraudulent use of the card.

Holders shall take every precaution to ensure that they are aware of such events without delay.

CARD STOP can be contacted round the clock on 070 344 344. CARD STOP records all telephone calls.

CARD STOP or the Easy Banking Web help desk, as the case maybe, shall immediately provide the holder with a file reference number serving as proof that notification has taken place.

The events notified in accordance with this Article must be reported within twenty-four hours to the police authorities of the area where the loss or theft occurred.

VII.3. Notification of error or inaccuracy in account statements

Accountholders must check, as frequently as possible, the status of accounts linked to the transactions carried out using the services and transactions recorded on the accounts.

If the holder ascertains that a payment transaction is unauthorised or has not been duly executed, they shall proceed in accordance with the instructions given under "Payment Services" in the Bank's General Terms and Conditions.

VII.4. Liability for improper use of cards, PINs and signature procedures

VII.4.1. Up until the time of notification

Until the time of the notification stipulated in Article VII.2., holders are liable for the consequences of the loss or theft of their card or signature procedures, up to an amount of EUR 150, other than in the event of gross negligence or fraud, in which case this limit does not apply. The aforementioned maximum amount does not apply in the case of use for professional purposes.

VII.4.2. After notification

Once the notification, as stipulated in article VII.2., has been made, holders are no longer liable for the consequences of the loss or theft of their card or signature procedures, unless the Bank can prove that the holder has acted fraudulently.

VII.4.3. Gross negligence

VII.4.3.1. General

Depending on the actual circumstances and without prejudice to the judge's sovereign powers to judge, the following is understood to be gross negligence of the holder:

- failing to notify the lost and stolen card help line (CARD STOP) immediately when they become aware of the loss or theft of their card or signature procedures or the risk of fraudulent use thereof;
- failing to check regularly the status of accounts linked to the transactions carried out using the services and transactions recorded on the accounts, and this results in a delay in the holder becoming aware of the fraudulent use of the card and duly notifying the Bank;
- failing to take the precautionary measures provided in Article VII.6.;
- failing to provide notification of the loss or the theft of the card or signature procedures to the police authorities in the area where the loss or theft occurred within 24 hours of becoming aware of events.

VII.4.3.2. Failure to honour precautions in respect of PINs and signature procedures

VII.4.3.2.1. Fraudulent use of PIN and signature procedure

Within the above restrictions, the following is understood to be gross negligence of the holder:

- writing down the PIN in a readable form on the card or on an object or document that the holder kept or carried together with the card;
- disclosing the PIN to a third party;
- store the personal security features together with the card reader, give or reveal them to a third party.

There is no gross negligence on the part of the holder if the PIN is obtained by extortion, either with actual violence against the holder, their property or one of their immediate relatives or with the threat of violence against the holder, their property or one of their immediate relatives,

VII.4.3.2.2. Failure to honour precautions in respect of a card

This clause applies in the event of fraudulent use of the card without the PIN.

The holder shall not be liable for gross negligence, if:

- the theft of the card involves violence against their person, property or relatives or if there is the threat of violence to the holder's person, property or relatives;
- the card is stolen from their place of residence as specified below. The following are not considered as the principal residence: any second home and any holiday home owned by the holder or account holder, and any student lodgings. The theft must involve breaking and entering, cat burglary, violence, threats or skeleton keys. Depending on the actual circumstances and without prejudice to the judge's sovereign powers to judge, the following is understood to be gross negligence of the holder: leaving the card anywhere other than the place of residence, where the holder stays occasionally or temporarily (for instance, a hotel room, hospital room, tent, camper, caravan, motor home, mobile home or boat), unless the card has been deposited in a safe that the owner or the manager of the establishment provides for customers or in a locked drawer or cabinet.

Within the above restrictions, leaving the card unattended can be considered gross negligence:

- at the place of employment, unless the card is in a locked drawer or cabinet;
- in a vehicle, locked or unlocked, even if it is parked in a private driveway;
- in a public place or a place accessible to the public, unless the card is in a locked drawer or cabinet;
- on private premises (including the place of residence) to which several people besides the holder have access, such as for receptions, parties (including family parties), conferences, screenings, exhibitions, sports activities or competitions, unless the card is kept in a locked drawer or cabinet;
- in courtyards, entrances and gardens that are private property;
- in the common parts of a building subject to co-ownership agreements.

VII.4.3.3. Other cases of gross negligence

Within the scope of the above restrictions, gross negligence of the holder may be enabling the people listed below to use the card, PIN or signature procedures fraudulently as a result of failure to take adequate precautions or exercise due diligence with regard to the card, PIN or signature procedures:

- the holder, co-holder or authorised user of an account which is linked to the transactions carried out using the services
- the spouse, cohabiting partner, guests or visitors (for private or professional reasons) of the holder or of the accountholder
- people, employed or not and irrespective of their status, who work for, or are employees of, the holder or of the account holder
- parents and relatives of the holder or of the account holder.

VII.5. Execution and irrevocable nature of orders sent using the services

Holders may not revoke an instruction to transfer funds issued by means of a card or sent using an online banking service once it has been received by the Bank.

However, if the cash transfer was to be executed on a date agreed with the Bank, it may be revoked up until the day preceding the agreed execution date.

The holder shall provide the Bank with written, signed notice of the revocation. For transfers executed under the Easy Banking Web service,

transfer orders with a specified date or execution date may be revoked electronically by using the "Delete" function. The revocation order is signed using the signature procedures provided by the Bank.

The account holder irrevocably authorises the Bank to debit their account with the amount of transactions carried out with a card. Any unauthorised overdraft resulting from such debit shall not in any way constitute the granting of a credit facility, and the account holder shall settle the amounts concerned immediately.

Payment instructions sent using the services shall be carried out by the Bank provided that the account status and the agreements that govern the account so permit.

The nature of such orders is not in any way affected by the fact that the services are used to send the orders to the Bank.

The holder is obliged to take every precaution to prevent any unwarranted payments; the Bank shall not intervene in disputes arising in this respect between the holder and the third parties that are beneficiaries of such payments.

VII.6. Precautionary advice

The Bank recommends that the holder take the precautionary measures with respect to the use of the services as stipulated in this Article.

VII.6.1. Precautionary measures regarding the card

Keep your card on you or in a safe place.

Never leave your card unattended at your place of work. An increasing number of cards are being stolen from places of work.

Never leave your card unattended in public places or places which are accessible to the public or in private premises where other people are present.

Never leave your card in your vehicle, even if it is parked in your private driveway.

Keep your payment slips and cash withdrawal vouchers.

Place a stop order on your card immediately if it is withheld by a cash dispenser for no valid reason.

Withdraw your statements from Self terminals on a regular basis. Always check your statements as soon as you receive them. Notify the Bank immediately of any error or inaccuracy.

VII.6.2. Precautionary measures regarding the PIN

Memorise your PIN as soon as you receive it, and then destroy the document on which the PIN was sent by the Bank.

When you receive the PIN for your card, change it at a cash dispenser as soon as possible.

Your PIN must remain secret: do not disclose it to anyone, not even a member of your family, a friend or a person that you consider reliable.

No-one – including your bank, police authorities or insurance companies – is entitled to ask you for your PIN.

Do not write your PIN down, even in coded form, e.g. by hiding it in a false telephone number.

Always enter your PIN away from prying eyes, whether at a cash dispenser, in a shop or on your PC keyboard. Never allow anyone to watch and always ensure that you cannot be seen without your knowledge (hide the keypad with your hand). Do not let anyone distract your attention or allow an unknown person to help you. If you notice anything out of the ordinary, inform the bank and, if necessary, the shopkeeper, immediately.

When selecting a new PIN, avoid combinations that are too obvious (e.g., part of your date of birth, your telephone number, your post code, etc). Choosing the same PIN for all your cards and access codes may seem like an easy way out, but this is obviously risky.

VII.6.3. Precautionary measure regarding the Easy Banking Web service

Make sure that you only access and use Easy Banking Web or identification and/or signature procedures provided by the Bank as part of this service via the Bank's dedicated website.

Do not leave your computer unattended during a Easy Banking Web session. Close the program using the "Log out" button as soon as you are no longer using the Easy Banking Web service.

Make sure that the computer you use is secured against viruses, spyware and adware by means of the necessary software such as anti-virus and firewall software and make sure they are always up-to-date. Some viruses can take control of your computer, thus causing security risks, not only in relation to online banking, but to all software on your computer.

VII.7. Online banking services: right of use and intellectual property

Holders have a strictly personal right to use software provided by the Bank as part of the services. This software is the property of the Bank and/or persons that have assigned the operating rights to the Bank.

It is strictly forbidden for any other party to use, call up or share this software as part of, or from, another Internet application or software program – to extract data via Easy Banking Web or execute transactions, for instance.

The design of the Easy Banking Web website, the text, graphics and other components of this are the property of the Bank and must under no circumstances be altered, reproduced or distributed without the Bank's prior written consent.

VIII. THE BANK'S OBLIGATIONS AND LIABILITY

VIII.1. Period of validity of the card

The card has a fixed period of validity. The card will automatically be renewed on the expiry date, except in case of refusal by the Bank or withdrawal by the holder, notified to the Bank one month before that expiry date.

VIII.2. Posting of the card, PIN code and access code

The Bank bears the risk for all items posted to the cardholder for the card, the PIN code or the access code.

VIII.3. Internal transaction log

The Bank shall keep an internal log of transactions carried out with the card using the services for a period of ten years as from 1 January in the year following the date on which the transactions were carried out.

VIII.4. Amendment to card limits

The Bank will change the card limits on request of the holder within the limits and conditions specified under VI.1.

The Bank also agrees to lower the limit at the request of the holder in any of the following circumstances: if the card or PIN is lost or stolen, or if their account statements include any transactions carried out without their approval.

The cardholder also has the capability to temporarily change the limits (for a period of 1 day to 1 month) for exceptional cash withdrawals or payments. In such cases account is only taken of these limits during the limited period.

The Bank reserves the right to refuse any request for an increase in the limit without providing the grounds for its decision.

VIII.5. Proof of transactions carried out using the services

The essential data for all electronic transfers made using the services is recorded and stored by the Bank in such a way that it can be reproduced in legible form on any type of medium. In the event of any dispute with the holder regarding one of these transactions, and without prejudice to evidence to the contrary furnished by the holder, provided that the latter is acting as a consumer, the Bank shall refer to this data to demonstrate

that the transaction was duly recorded and booked and was not affected by any technical incident or other malfunction.

The ATMs provide – at the express request of the holder, or automatically – a voucher giving the transaction reference and amount. This voucher is provided without prejudice to the provisions of the first paragraph of this Article.

VIII.6. Failure to execute transactions – erroneous execution of transactions – transactions carried out without authorisation – forgery

Without prejudice to the obligations and liability of the holder set forth in Article VII, the Bank is liable for:

- the failure to execute, or the erroneous execution of, transactions carried out using the services, involving machines, terminals or equipment approved by the Bank, regardless of whether or not these are controlled by the Bank;
- transactions carried out without the holder's authorisation, and any errors or irregularities in management of the services that are attributable to the Bank;
- the use of counterfeit cards in the event of third parties forging the card;
- the risk for every transmission to the holder of a card or of every means that allows the use thereof.

In all cases where the Bank is liable, pursuant to the first paragraph of this Article, it shall refund the holder as soon as possible, as follows:

- when, as a result of failure to execute, or incorrect execution of, the transaction, there is a loss equal to all or part of the amount of the transaction, with the amount of such loss increased by any interests;
- with the amount that may be required to return the holder's situation to what it was prior to the unauthorised transaction, plus interest on this amount, if applicable.
- with the amount required to return the holder's situation to what it was prior to use of a counterfeit card;
- with the amount of any other financial loss or charges, including charges paid by the holder to determine the amount for which compensation is payable.

VIII.7. Provision of information

As part of the services, the Bank provides general and personalised information relating to the accounts. The Bank shall make every effort to provide accurate information.

General information is gathered from the best sources available. Other than in the event of gross negligence or deliberate transgression of duty, the Bank cannot be held liable either in the event of certain information transpiring to be inaccurate or for the way in which holders might interpret or use the information provided.

IX. TERM OF THE AGREEMENT AND TERMINATION OF THE SERVICE

This agreement is made for an indefinite period.

The holder may terminate the agreement, free of charge, at any time subject to one month's notice.

The Bank may terminate the agreement at any time subject to two months' notice, or subject to one month's notice in the case of use for professional purposes.

However, the Bank may terminate the service with immediate effect if the holder fails to honour one of his obligations towards the Bank, or if the Bank becomes aware of acts that jeopardise the relationship of trust and confidence between the holder and the Bank.

The fees charged periodically pursuant to this agreement are only payable by the holder on a pro rata temporis basis until termination of the agreement.

The Bank reserves the right to withhold or refuse a card, as well as to suspend the holder's access to the on-line banking services if:

- several incorrect PINs are entered in succession
- the card is defective or damaged
- the card was left in the terminal by mistake

- the holder uses the card or service in a way that is contrary to these General Terms and Conditions
- the holder fails to honour one of his obligations towards the Bank, or the Bank becomes aware of facts that jeopardise the relationship of trust and confidence between the holder and the Bank
- there is a risk of improper or fraudulent use.

X. CHARGES FOR SERVICES

X.1. Subscription fees for the services

The services are provided subject to a periodic subscription fee that is automatically debited from the current account or savings account to which the services give access.

X.2. Other charges

The following are or may be subject to charges:

- card management fees
- all transactions carried out using the services
- fund transfers and payments made pursuant to orders transmitted using the services
- provision of a new card
- provision of a new PIN
- the amendment of the card limits
- replacing a lost or stolen card

X.3. Information about the rates, debit or credit date and value dates

Please refer to the "Payment Services" General Banking Terms and Conditions and the Tariffs available to the holder in all the Bank branches.

XI. COMPLAINTS AND RECOURSE

Complaints may be sent to the Bank via the customer's branch, via Customer Service or using the complaint form available via Easy Banking Web or on the Bank's Internet site.

If the customer is not satisfied with the proposed solution, they may submit their complaint in writing to the following address:

Complaints
Montagne du Parc 3
1000 Brussels
Fax: +32 (0)2 228 72 00

If the customer is not satisfied with the solution proposed by the Bank, they may, in their capacity as a natural person acting for private purposes, submit the complaint to the Ombudsfijn – Ombudsman in financial conflicts, either by ordinary mail at the address below, or using the complaint form available on the Internet site:

Ombudsfijn – Ombudsman in financial conflicts
North Gate II
Boulevard du Roi Albert II 8 box 2
1000 Brussels
Fax: +32 2 545 77 79
E-mail: ombudsman@ombudsfijn.be
www.ombudsfijn.be

In addition, if the complaint concerns a payment service, it may be submitted in writing to the General Management, Supervision and Mediation, of the FPS Economy, SMEs, Independent Professions and Energy, WTC III, Boulevard Simon Bolivar/Simon Bolivarlaan 30, 1000 Brussels.

XII. AMENDMENTS TO THESE GENERAL TERMS AND CONDITIONS

Holders shall be informed of any amendment to these General Terms and Conditions by means of an advice included with an account statement, by standard mail or by means of another hardcopy medium to which holders have access. This information shall be provided at least two months before the amendments concerned take effect.

When sending the information mentioned in the first paragraph, the Bank shall also advise holders that they have a period of at least two months in

which to terminate the contract, free of charge; if holders do not confirm termination within this period, they shall be deemed to have accepted the amended Terms and Conditions.