



BNP PARIBAS FORTIS @ ISABEL
GENERAL CONDITIONS

Article 1: General provisions

1.1. Purpose of the general conditions

The purpose of these general conditions is to set forth the rights and obligations of the contracting parties in respect of the BNP Paribas Fortis @ Isabel service provided by BNP Paribas Fortis SA/NV, hereinafter referred to as "the Bank".

1.2. Definition

The BNP Paribas Fortis @ Isabel service (the "Service"), as specified in Articles 4.1.2, 4.1.3 and 4.1.4, allows the customer, acting exclusively for professional purposes (the "Customer(s)"), to give electronic payments and collection orders with respect to all bank accounts held by the Customer with the Bank in Belgium and to receive electronic account information with respect to the transactions entered in the accounts registered in the Service. The contracting parties agree to exchange data solely by means of a teletransmission service offered by ISABEL SA, in accordance with the terms and conditions as agreed with the said company.

Article 2: Legal framework

2.1. Contractual framework

2.1.1. Definition of the contractual framework

The contractual framework governs all the rights and obligations of the contracting parties with respect to the Service. The Service shall be governed by the BNP Paribas Fortis @ Isabel general conditions, the BNP Paribas Fortis @ Isabel contract, the BNP Paribas Fortis @ Isabel appendices and the amendments made to these documents and/or the Service (hereinafter jointly referred to as the "BNP Paribas Fortis @ Isabel Contract" or the "Contract").

The contractual relationship between the Customer and the Bank is also subject to the Standard Terms and Conditions of BNP Paribas Fortis, including the provisions under the section "Payment Services" which are applicable to the payment service user who does not act in capacity of consumer. In the event of any conflict between these Standard Terms and Conditions and this Contract, the provisions of this Contract shall prevail in respect of all matters connected with the Service provided for herein but not in what concerns the provisions under the section "Payment Services" which are referred to above. The Customer confirms that he/she is fully aware of, and agrees to, the provisions of these Standard Terms and Conditions.

2.1.2. Amendments to the contractual framework

The parties agree that the Service and/or the contractual framework may be amended at any time on the initiative of the Bank. The Bank shall notify the Client of any material (as determined by the Bank) changes and updates to the Service and/or of any change to the Contract. The notification shall be served by any appropriate means chosen by the Bank, including online messages.

Any such change shall take effect after a term of thirty (30) calendar days from the notice, unless on legal or regulatory grounds or in the Bank's opinion another term is required.

The Customer is assumed to be aware of the notices of amendments and to have accepted them if he/she does not terminate the Contract in writing before the date on which the amendments are to come into effect.

Changes and updates to the Service that are not material are not required to be notified and shall apply immediately.

2.2. Governing law and jurisdiction

The implementation, interpretation and performance of the Contract are governed exclusively by Belgian law. Any disputes arising under the Contract will be subject to the sole jurisdiction of the Courts of Brussels.

Article 3: Availability of the Service

3.1. Customers of the Service

The Service is accessible to all Bank's customers, but the Bank reserves the right to consider all requests for access to the Service and to determine the terms and conditions relating to the services offered and the accounts concerned. The accounts accessible via the Service must be indicated by the Customer in the BNP Paribas Fortis @ Isabel Contract.

Access to the Service is subject to the Customer signing a BNP Paribas Fortis @ Isabel Contract. The online management of the Contract provided for in Article 4.2.3 requires the prior conclusion of an appropriate contract with the Bank. The Customer shall appoint the persons authorised to use all or part of the Service in his/her name and for his/her account (the "User(s)"). The Customer may amend such authorisations in writing, after completing and signing the appropriate annex provided by the Bank to this effect, or electronically, in accordance with the separate contract, allowing him/her to manage the Contract online.

3.2. Power of attorney of third parties

A Customer who has signed a BNP Paribas Fortis @ Isabel Contract may be authorised to manage accounts, within the scope of the Service, of which he/she is not the holder or sole holder.

To this end, a power of attorney must be drawn up in such a way as to allow such accounts to be brought in and used under the Contract. Upon request of the Customer the Bank will provide the appropriate power of attorney form for this purpose.

The Customer to whom such power of attorney has been given may carry out any transactions specified in the power of attorney until its revocation. The Customer is fully and unconditionally liable for any illegal use and any direct or indirect loss resulting from illegal use of the power of attorney.

The principal may only revoke the power of attorney in accordance with the provisions laid down in such power of attorney. The Bank will act in accordance with such revocation as soon as possible, but the Bank may only be held liable as from the third bank business day following the date on which the notice of revocation is received.

3.3. Power of attorney for third parties

By signing an appropriate document provided by the Bank, the Customer may authorise a legal entity that forms part of the same group to which the Customer belongs to manage and use in his/her name, for his/her account and under his/her responsibility, by any means whatsoever, including online, all the functionalities which are or which will be offered to the Customer in the context of the Service.

To this end, the group is the one established by all the legal entities controlled by a single legal entity which directly or indirectly holds the majority of the voting rights of each of these entities.

Article 4: Obligations of the contracting parties

4.1. The Bank's obligations

4.1.1. Performance and provision of the Service

The Bank will do everything within its reasonable power to ensure the availability and proper functioning of the Service at all times.

However, the Bank will only be liable for any prejudicial consequences arising under the Service in the event of gross negligence or fraud on its part.

Notwithstanding the foregoing, the Bank may suspend the Service, in whole or in part, with the objective of maintaining or improving its equipment or the Service without prior notice. Such suspension in no way entails the Bank's liability nor any other right to indemnification or to penalty.

The Bank does not accept any liability whatsoever for any prejudicial consequences whatsoever, direct or indirect, arising out of defective functioning of the Customer's equipment or of the teletransmission or telecommunication services offered by a third party, or when the Bank is prevented from performing any of its obligations under the Contract due to any cause which is beyond its reasonable control, including by way of example, fire, explosion, riots, strikes, labour disputes, power breakdown, substantial IT or telecom disruptions, acts, regulations or laws of Belgian, supranational or foreign authorities.

4.1.2. Account information

The Service will make available for the Customer with respect to the accounts held with the Bank, and for each transaction effected, account information consisting of at least the effected transaction(s) and the balance relating to the accounts under the Service.

The Bank cannot be held liable, other than in the event of fraud or gross negligence, either in the event of information proving to be inaccurate or for the way in which the Customer interprets or uses the information provided. The Bank may not be held liable, even in the event of gross negligence or fraud on the part of the institution which manages the account, in respect of information which is merely transmitted via the Bank without being processed in any way.

4.1.3. Electronic payment orders

The Customer authorises the Bank to execute electronic payment orders received within the scope of the Service and relating to the accounts of which it is the holder.

The Bank undertakes to carry out all necessary checks and to execute the orders as soon as possible.

Orders shall not be executed if the electronic signature is incorrect or incomplete, or when such an order is cancelled between the time of issue and execution, provided that the Bank could reasonably have taken action on such cancellation.

The execution of the order will be confirmed by the Bank by any appropriate means chosen by the Bank, including notice sent with the account statements and on-line messages.

The Bank undertakes to transmit orders relating to an account not managed by the Bank to the institution which manages the account in question as soon as possible. The Bank may not be held liable for the prejudicial consequences of any default on the part of the institution responsible for managing the account, even in the event of gross negligence or fraud.

The Bank may not be held liable if it is temporarily impossible for the order to be executed due to the necessity of fulfilling regulatory or statutory requirements imposed by government bodies in the countries concerned in the transmission of the order.

The following paragraphs below apply in addition to the provisions of the Standard Terms and Conditions under the section "Payment Services" that are applicable to the payment service user who does not act in capacity of consumer:

The Bank can only be held liable to the Customer for unauthorized payment transactions made using the means of access and signature for use of the Service after the Customer has notified the Bank of the loss, theft, misappropriation or unauthorized use of the means of access and signature.

However the Customer is liable for all losses incurred in respect of an unauthorized payment transaction made using the Service where the Customer has acted fraudulently or has, with intent or gross negligence, failed to comply with its obligations relating to the protection of the security of the Service under the Contract.

4.1.4. Instructions for collecting financial documents

The Service enables the Customer to instruct electronically the transfer of files relating to some financial documents with the view of speeding up the processing of their encashment by the Bank at which the account intended to be credited by the proceeds of these financial documents is held.

The Customer is solely responsible for the input of data into the relevant files.

The collection of such documents is governed by separate terms and conditions agreed upon between the Customer and the Bank. The encashment does not form part of the Service and will be performed in conformity with the rules and conditions in force at the Bank.

4.2. The Customer's obligations

4.2.1. Access to and use of the Service

The Customer will see to it that the Service is used legitimately, in accordance with the provisions of the Contract and, in general, in a responsible manner. To ensure the smooth running of the Service and the due implementation of Article 2.1.2., the Customer agrees to consult the notices of amendment on a regular basis.

The Customer is the sole beneficiary of the Service and may not transfer the Contract or the information obtained pursuant to the Contract to third parties.

The Customer undertakes to inform the Users of all his/her obligations under the Contract and to require them to fulfil these obligations.

The Customer is solely liable for supervising and/or monitoring the use of the Service by the Users or by any other representative of the Customer acting in the context of the power of attorney provided for by Article 3.3. ("Power of attorney of third parties") or for the online management provided for by Article 4.2.3 ("Online management").

The Customer is solely liable for any prejudicial consequences which may arise as a result of erroneous use, misuse or illegal use of the Service by the User(s), any other representative of the Customer as stipulated above or by third parties.

The Customer undertakes, for all orders, to comply with the maximum limits of which he/she is notified by the Bank.

4.2.2. Security and management of the means of access and signature

The Customer accepts and undertakes to take all the steps required to avoid unauthorised parties becoming aware of the identification and security procedures.

The means of access and signature are strictly personal for each User and the latter must keep them in a safe place. The Customer must take all steps required to prevent third parties becoming aware of and using the means of access and signature. The Customer is responsible for the means of access and signature, and is fully liable for their use by the Users.

In order to access the information provided by the Service, the Customer must attest his/her identity. Access to this information is restricted to the Users.

All uses of the Service must be authenticated by electronic signature. The Customer is unconditionally liable for all uses of the Service authenticated by a User.

The Customer is obliged to inform the Bank without delay of the loss, theft, fraudulent use, unauthorised use or any serious risk of misuse of the means of access and signature.

4.2.3. Online management

The online management of the Contract is made possible provided that the Customer has signed an appropriate contract with the Bank, in which the Customer assigns one or more private individual(s) to manage and use online, in his/her name, for his/her account and under his/her responsibility, all the functionalities which are or which will be offered to the Customer in the context of the Service.

4.2.4. Financial conditions

The scale of charges for the use of the Service is given in the BNP Paribas Fortis @ Isabel Contract. Changes to the scale of charges are made in accordance with the provisions of article 2.1.2. of the present general conditions.

The Customer is responsible for the costs of installation, adjustments to his/her computer and telecommunications system and for the costs of connection to a teletransmission service provided by a third party.

Article 5: Proof

The contracting parties expressly agree that any identification via the means of access making it possible for a User to use the Service will be considered as coming directly from the Customer. The contracting parties expressly agree that the electronic signature, verified as correct, constitutes proof of the identity of the Customer and its agreement in respect of the content of the orders transmitted over such signature, and constitutes confirmation that the orders as issued by the Customer and received by the Bank are identical.

No queries in relation to data concerning the use of the Service will be considered unless they are received within sixty (60) calendar days of the date on which the order concerned was executed or forwarded.

Article 6: Duration, suspension and termination

This Contract is concluded for an indefinite period.

Without prejudice to article 2.1.2., the Customer may terminate the Contract subject to one month's notice sent by registered letter or in return for a receipt handed to the Bank.

If the Customer and/or any User do not comply with any obligation arising from the Contract, the Bank may suspend all or parts of the Service if such shortcoming is not remedied within five (5) calendar days from the date on which a notice of default is communicated to the Customer. The suspension will cease as soon as the Customer and/or the Users resume compliance with its obligations.

The Bank may terminate the Contract subject to one month's notice sent by any appropriate means chosen by the Bank, including online messages.

The Bank is entitled to terminate the Contract immediately by giving written notice to the Customer:

- if the Bank becomes aware of facts that jeopardise seriously its relationship of trust and confidence with the Customer;
- in the event of severe or repeated violation of the provisions of the Contract by the Customer and/or any of its Users;
- if any of the following events occur: (i) the Customer is insolvent pursuant to relevant legislation; (ii) the Customer suspends making payments on all or any class of its debts; (iii) the Customer admits its inability to pay its debts as they fall due; (iv) any step is taken by the Customer or any third party in order to declare bankruptcy, to start a procedure of judicial reorganization, liquidation or dissolution of the Customer or (v) any other equivalent event occurs which would, pursuant to relevant legislation, have similar effect to those events mentioned above;
- in the event of fraudulent or illegal use of the Service by the Customer or any of the Users; or
- in the event of the Service not being used for a period in excess of one year.