

## Special Terms and Conditions relating to Isabel 6

### 1. General

The use of the Isabel Products identified in Section 2 is governed by the Special Terms and Conditions ("Special Terms and Conditions") below. Pursuant to article 1 of the General Terms and Conditions, the aim of these Special Terms and Conditions is to provide details of the rights and obligations of the parties in relation to the use of specific Isabel Products. Unless stated otherwise, the General Terms and Conditions (including the definitions) apply to these Special Terms and Conditions. The present Special Terms and Conditions and the General Terms and Conditions are available online at: <http://www.isabel.eu/conditions>.

### 2. Subject and term

The following Isabel Products are included in the Isabel 6 offering:

- Isabel Secured Access;
- Isabel Bankit ("eBanking Services", including "Isabel Go"); and
- Isabel Zoomit Receiving

The Customer indicates on the Subscription Application or (if applicable) via the appropriate web application which of the above mentioned Isabel Products it wants to subscribe to. The terms and conditions for the use of these products are set out below.

After the Subscription Application has been submitted by the Customer and accepted by Isabel, Isabel will sell one or more smartcard readers to the Customer (if ordered on the Subscription Application). In addition, it will also send personalized smart cards, on which the Customer and/or the user are only granted a usage right. The smart cards always remain the sole property of Isabel. The rates applicable to the use of Isabel Products and the installation for the aforementioned products and services, are available on a separate rate card ("Rate Card"), which can be obtained at Isabel's premises, [www.isabel.be](http://www.isabel.be), as well as with the Bank. The Customer declares to know the applicable rates. Isabel reserves the right not to accept the

Subscription Application, thereby acting in good faith. Isabel will inform the Customer in case of refusal.

The Customer agrees to inform Isabel immediately if it does not receive the smartcard reader (if applicable) within a period of eight (8) calendar days after submission of the Subscription Application. If applicable, Isabel will charge the Customer the fee for the smartcard reader and the smartcard.

The agreement will apply to the use of Isabel Products after encoding of the Subscription Application by the Bank ("Effective Date"), unless Isabel, based on a motivated decision, refuses the Subscription Application within five (5) Bank business days after the submission of the Subscription Application.

As from the Effective Date, an agreement for an indefinite period will be entered into with a minimum of one (1) year, during which time the Customer may not terminate this agreement unilaterally. In case of breach of this Agreement, a fixed indemnity that equals the fee due for the usage of the Isabel products during the rest of this first contract year is due, ipso jure and without prior formal notice. After the minimum period of one (1) year, the Customer can terminate the agreement according to article 7 of the General Terms and Conditions.

The Customer acknowledges that Isabel will have the right to refuse certification and/or access to the Isabel Products in the context of the registration and certification process that takes place after the Subscription Application has been submitted, as described in the CPS and in the context of the verification of the Subscription Application.

When the current Agreement comes to an end, or when Users (as defined hereafter) are removed from the list of Users, the Customer must immediately return the hardware provided by Isabel, such as but not limited to the card reader and the secure signing card(s) from the respective affected Users. The Customer is fully liable for all misuse of Isabel Products, by Users or by third parties, until the corresponding secure signing card(s) have been returned to Isabel.

Only those Users stated in this Subscription Application and Users subsequently added on the Users Appendix will, after their registration and certification in accordance with the CPS, be given access to the Isabel Products. The Customer undertakes to inform its Users about all of the obligations it has entered into and will enter into in relation to the Subscription Application and the agreement regarding the use of

Isabel Products and will see to it that they comply with these obligations.

### **3. Isabel Secured Access**

#### **3.1. Subject and scope**

Isabel Secured Access enables the User, with the help of the data by which a signature can be created and guaranteed by a certificate, to append an electronic signature at the end of documents or files. This electronic signature may only be used within the context of Isabel's communication system and programs and/or any other use allowed by Isabel.

Isabel Secured Access comprises security related services that allow secured access to the Isabel Products, the Isabel Service Platform and third party services and signing of documents or files. The use of such security related services is required by the Isabel Products used for Isabel 6.

Isabel Secured Access includes:

- the delivery of a Secure Signing card (Smartcard); and
- the delivery of a PKI Signature with an Isabel certificate.

In the context of Isabel Secured Access and subject to Isabel's approval to certify the Customer and its Users in accordance with the applicable procedures, Isabel (itself or through its designees) will provide each User a smartcard that enables the Customer and the Users to securely authenticate itself and to sign electronic documents and files with an electronic signature accompanied by an Isabel certificate. The Isabel certificate contained on the smartcard, together with a user name, password and specific Isabel access procedures constitute the "Means of Access" in the sense of article 2.3 of the General Terms and Conditions.

#### **3.2. Obligations of the Customer and the Users**

The Customer will strictly comply and ensures that its Users comply with all obligations set forth in this Agreement. In addition, the Customer will comply with the rules and guidelines set forth in the Documentation.

The Customer acknowledges and accepts that the Means of Access are strictly personal and that the Customer is responsible for the safeguarding, confidentiality, security and appropriate use of the Means of Access by him and its Users and undertakes to take all steps to prevent any unauthorised third party from gaining knowledge and making use thereof.

Pursuant to article 2.1 of the General Terms and Conditions, the Customer acknowledges and accepts that it is responsible for the actions and transactions performed by all Users when making use of the Isabel PKI Services.

### **3.3. Registration and certification**

#### *3.3.1 General*

The use of Isabel Secured Access requires prior registration and the issuance of one or more certificates by Isabel. Isabel's certification services and registration services are provided in accordance with the terms and conditions of the CPS. Without prejudice to the applicability of all other provisions of the CPS, article 3.4 below lists several of the most essential obligations of the Customer and the Users with regard to the user of the Isabel certificate.

Among other things, the CPS lays down the rights and obligations of the parties in relation to the registration and certification process, the conditions governing use, the period for which data is stored and the procedure used to revoke the certificate.

The Customer agrees to abide by the CPS. Isabel shall not be liable for any use of the certificates or the Means of Access that constitutes a violation of the CPS.

#### *3.3.2 Registration*

Registration requires the submission by the Customer of the information and documents requested by Isabel (and/or the Registration Authority), including identity, legal authority and other specific capacities and powers of the Customer and its Users.

In addition, for the purpose of issuing the certificate, every User needs to be registered in the appropriate manner and in accordance with the CPS.

The information requested by Isabel (or the Registration Authority) must be provided for every User, and the Customer undertakes that every User shall comply with the terms and conditions of the Agreement and more in particular with the processing of personal data as set forth in Article 9 of the General Terms and Conditions. Upon the request of Isabel, the Customer will provide Isabel with any other information and documents that are relevant for the registration of Users and the issue of a certificate.

The Customer guarantees that all information and/or documents provided, and where applicable those of the Users, are correct. The Customer acknowledges and accepts that Isabel bears no liability vis-à-vis the Customer regarding verification of the information provided by the Customer.

In accordance with the terms and conditions of the CPS, the Customer will notify Isabel promptly of any change to the information and documents provided by the Customer to Isabel.

The Customer is liable for any damage that may be caused by the provision of incorrect or incomplete information and/or documents. Isabel undertakes to assimilate as quickly as possible any change to this information provided to it by the Customer and Users, in accordance with the appropriate procedures laid down in the CPS.

### 3.3.3 *Issuance of a certificate*

Isabel will issue one or more certificates to Users accepted by Isabel and which have gone through the registration procedures with the Registration Authority appointed by Isabel. Isabel reserves the right not to issue a certificate with a duly motivated decision of such refusal.

Any use of Isabel Products by a User will be considered as emanating from the Customer.

Certificates are issued for a period defined in the CPS.

The parties agree that neither the accreditation nor the fact whether certificates being issued by Isabel means that they can be used in any and all transactions with the public sector, is relevant or in any way defining for the relationship between Isabel and its Customers. Isabel will notify its Customers in the manner stated in article 14.1 of the General Terms and Conditions whether accreditation has been granted or whether their certificate can be used in transactions with the public sector, or any number thereof.

Isabel provides procedures for checking the content of all certificates and undertakes to keep up-to-date a database featuring all of the certificates issued by Isabel. The certificates and methods used for access and signing are the sole and exclusive property of Isabel.

### 3.3.4 *Revoking the certificate*

The Customer states that it is aware of the procedure regarding the revocation of certificates, as laid down in the CPS and that it will abide by that procedure. It will also ensure that its Users abide by this procedure.

Isabel will take into account as quickly as possible any validly formulated request for revocation. Isabel's contractual liability vis-à-vis the Customer will only come into effect as from the third business day following the day of receipt, once it is certain that the request emanated from the Customer and has been submitted in the manner stated in the CPS and to the relevant department.

Isabel reserves the right to revoke a certificate and/or, if relevant, immediately prevent access to Isabel Products if, among other reasons:

- there are serious reasons to believe that the certificate has been issued on the basis of incorrect or false information, or that the data relating to the certificate no longer corresponds to reality, or that the confidential nature of the information relating to the generation of the signature has been infringed;
- the courts have ruled the measures as stated in 20, § 4, b) of the Act of 9th July 2001 introducing a legal framework for electronic signatures and certification services ("Certification Act");
- Isabel ceases its activities without these being taken over by another provider of a certification service that can guarantee an equivalent level of quality and security;
- Isabel receives notification of the death of the natural person or the dissolution of the legal entity that is the holder of the certificate;

- the Customer does not pay by direct debit or terminates its direct debit agreement without entering into a new direct debit (e.g. in the event of changing banks).

Isabel will notify the Customer of the revocation and corroborate its decision. The revocation of a certificate is final. When a certificate expires or is revoked, the holder may, once the certificate has expired or has been revoked, no longer use the Means of Access or allow it to be certified by another provider (of a certification service).

### 3.4. CPS provisions (excerpt)

Without prejudice to the applicability of all other provisions of the Certification Policy and the Certificate Practice Statement, which are deemed integral part of the Special Terms and Conditions, this article 3.4 contains an excerpt of the obligations of the Customer and the Users with regard to the use of the Isabel certificate.

#### 3.4.1. APPLY FOR AN ISABEL CERTIFICATE

An Isabel Certificate Subscriber is obliged to:

1. Provide correct, accurate and complete information in the Isabel Certificate Application;
2. Have the Isabel Certificate Application duly signed by the Isabel Certificate Subject;
3. Sign the Isabel Certificate Application;
4. Submit the signed Isabel Certificate Application to an Isabel RA;

in order to apply for an Isabel Certificate.

For this requirement, the Isabel Certificate Subscriber must comply with the provisions stated in the sections "3.1 – Initial registration" and "4.1 – Certificate Application" of the CPS.

#### 3.4.2. GENERATE KEY PAIR

In the case the Isabel Certificate Subject generates his/her key pair himself/herself, he/she must comply with the provisions relating to quality requirements (amongst others, relating to key length and algorithm) stated in the section "6.1 – Key Pair Generation and Installation" of the CPS.

#### 3.4.3. OBTAIN ISABEL CERTIFICATE

Upon notification by the Isabel RA to which the Isabel Certificate Application has been submitted, and after identification and authentication of the Subscriber and Subject by this Isabel RA, the Isabel Certificate Subject must obtain from the Isabel CA:

1. An Isabel Certificate certifying the Public Key associated to the Subject's Private Key.
2. Optionally software to produce an electronic signature.
3. Optionally an Isabel Secure Signing Card or an Isabel Tamper Resistant Device to implement the Subject's Private Key.
4. Optionally a key pair (Only valid for the Standard Certification Flow – c.f. section 4.2.1 of the CPS).
5. Optionally a PIN code (Only valid for the Standard Certification Flow – c.f. section 4.2.1 of the CPS).

#### 3.4. ACCEPT ISABEL CERTIFICATE

Upon receipt of her/his Isabel Certificate, the Isabel Certificate Subject must check his/her Isabel Certificate and all information enclosed therein and notify the Isabel CA that has issued the certificate about the acceptance (or non-acceptance) of the Isabel Certificate.

The act of accepting the certificate means that the Subject agrees that the information in the Isabel Certificate is correct, accurate and complete.

The acceptance of the Isabel Certificate shall imply the acceptance of the CPS and CP as well as acceptance of all other notifications to the Subject.

Acceptance shall be deemed to have taken place by (1) either explicit notification of acceptance, (2) or the use of the Certificate by the Subject, (3) or after the lapse of a 10 day period following the publication in the Repository without notification of remarks by the Subject. In case of successive instances complying with one of the above scenarios, the earlier instance shall be relevant.

For this requirement, the Isabel Certificate Subject must comply with the provisions stated in the section "4.3 – Certificate Acceptance" of the CPS.

#### *3.4.5. OBTAIN THE NECESSARY INFORMATION TO CORRECTLY AND SAFELY USE THE ISABEL PKI SERVICES*

An Isabel Certificate Subject is obliged to obtain from the Isabel CA that has issued his/her Isabel Certificate:

1. A notification about his/her obligations in accordance to the section "2.1.3 – Isabel Certificate Subscriber and Subject obligations" of the present Isabel CP and the same section of the CPS.
2. A notification about the requirements regarding the protection of his/her Private Key in compliance with the section "6.2 – Private key protection" of the CPS.
3. A notification about the precise guarantees that are offered by the Isabel PKI services in accordance with the section "2.2 – Liability" of the present Isabel CP.

The publication of the Isabel CP and CPS should be considered as a notification to the Isabel Certificate Subjects and Isabel Certificate Relying Parties. The use of the Isabel Certificate by the Subject shall imply the acceptance of the statements in the mentioned notifications.

#### *3.4.6. GUARANTEE CONFIDENTIALITY OF PRIVATE KEY*

An Isabel Certificate Subject must protect and guarantee the sole possession and the confidentiality and safety of his/her Private Key and the confidentiality of the PIN code, used to protect against unauthorized use of the Private Key.

In general, the Subject shall take all adequate precautions to prevent loss, disclosure to any party, modification or unauthorized use of key materials and Isabel Secure Signing Card. Every use of the Private Key of the Subject shall be deemed to be a use by the Subject until sufficiently demonstrated otherwise. For this requirement, the Isabel Certificate Subject must comply with the provisions stated in the section "2.8 – Confidentiality" of the present Isabel CP and same section of the CPS.

#### *3.4.7. RESTRICTION ON PRIVATE KEY AND ISABEL CERTIFICATE USAGE*

An Isabel Certificate Subject may only use his/her Private Key and Isabel Certificate for allowed key usage purposes, in compliance with the provisions stated in:

1. the section "1.3.6 – Applicability" of the present Isabel CP.
2. any agreement made or to be made between Isabel and the Isabel Customer.

When the Subject suspects that his Private Key has been compromised, he must request the revocation of his Isabel Certificate and cease generating digital signature with this Private Key.

When all certificates related to the same Public Key have been revoked or are expired, the Public Key becomes invalid and the Subject is not allowed to use the corresponding Private Key; this is a.o. to generate a digital signature, nor to decrypt.

#### *3.4.8. NOTIFICATION TO THE ISABEL REVOCATION SERVICE ABOUT PRIVATE KEY/PIN COMPROMISE – ISABEL SECURE SIGNING CARD LOSS*

An Isabel Certificate Subject or an Isabel Certificate Subscriber must immediately notify the Isabel Revocation Service about:

1. The suspected or known compromise, loss or disclosure of the Subject's Private Key.
2. The suspected or known loss of the Subject's Isabel Secure Signing Card.
3. The suspected or known compromise, loss or disclosure of the Subject's PIN code.

Therefore, the Isabel Certificate Subject must comply with the provisions stated in the section "4.4 – Certificate Revocation" of the CPS.

Isabel Certificate Subjects of the WISE community can not use this service and have to notify their Isabel RA, see "2.1.3.9 – Notification to the Isabel RA about private key/PIN compromise – Isabel Secure Signing Card Loss – Change of status".

#### **3.4.9. NOTIFICATION TO THE ISABEL RA ABOUT PRIVATE KEY/PIN COMPROMISE – ISABEL SECURE SIGNING CARD LOSS – CHANGE OF STATUS**

An Isabel Certificate Subject or an Isabel Certificate Subscriber must immediately notify his/her Isabel RA about:

1. The suspected or known compromise, loss or disclosure of the Subject's Private Key.
2. The suspected or known loss of the Subject's Isabel Secure Signing Card.
3. The suspected or known compromise, loss or disclosure of the Subject's PIN code.
4. Any change in the information provided in the application for the Subject's Isabel Certificate.

For the requirements sub 1 to 3 above, the Isabel Certificate Subject must comply with the provisions stated in the section "4.4 – Certificate Revocation" of the CPS. The revocation is notified to the Isabel RA for cases not covered by the Isabel Revocation Service.

#### **3.4.10. SANCTIONS AND INDEMNIFICATION PARTIES FOR DAMAGES**

The Isabel Certificate Subject and Relying Party must comply with the provisions stated in the section "2.2 – Liability" of the present Isabel CP.

The Isabel CA has the right to revoke the certificate of a Subject in case of a breach of the obligations stated in the CPS, the present CP, and/or in an agreement between Isabel and the Subject. Revocation shall in such case not exclude other sanctions or indemnifications, applied by law, contractual agreement or applicable policies such as the CPS or the present CP.

#### **3.4.11. USE A HARDWARE SECURE SIGNATURE CREATION DEVICE**

An Isabel Certificate Subject must use a hardware Secure Signature Creation Device to store and use his/her Private Key:

1. Either an Isabel Secure Signing Card (for Physical Person or Function Subjects)

2. Either an Isabel Tamper Resistant Device (for Physical Person, Function or Application Subjects)
3. Either a third party Hardware Security Module (for Physical Person, Function or Application Subjects)

The use of Tamper Resistant Devices is restricted to applications which need an automated digital signature creation, like automated mailing, signed web content, ...

A third party Hardware Security Module can only be used after a specific written agreement with Isabel, and is restricted to the Edifact applications not using any Isabel software.

#### **3.4.12. RESTRICTION ON PUBLIC KEY USAGE**

The Isabel Certificate Subject or Subscriber may not submit a certificate request containing the Public Key in an Isabel Certificate to a third party CA, even if the Isabel Certificate has expired or has been revoked. The Isabel Certificate Subject or Subscriber may not submit a certificate request containing the Public Key in a third party Certificate to an Isabel CA, even if the third party Certificate has expired or has been revoked.

### **3.5. Provision of proof and Data Retention**

#### **3.5.1 Proof**

Electronic messages, connections, operations on the network and transactions between the Customer and Isabel shall be proven using the logs and transaction files kept electronically by Isabel. The Customer accepts the evidential value of this data. This capability of proof does not prevent the parties from each providing their own proof using permitted legal methods.

#### **3.5.2 Data retention**

Data is stored for three (3) months unless statutory obligations require a longer retention period; once this period has expired, Isabel reserves the right to destroy these records, unless the Customer asks, at its own expense, that a copy of the data be kept, at least fifteen (15) days before the period expires.

In case of theft, loss or if there is any doubt about maintaining the confidential nature of the Means of Access or if the information on the certificate no longer corresponds with reality, the Customer must

revoke the certificate promptly in accordance with the procedure for revocation. The Customer is responsible for any damage, caused or suffered by it, by Isabel or by third parties as the result of a delay in revocation.

Isabel's obligations are limited to making signature and certification services available, as well as to providing a technical infrastructure that makes standardised communication possible based on a uniform security procedure.

## **4. Isabel Bankit (eBanking Services)**

### **4.1. General**

“Bankit” is part of a provision of services involving financial transactions and whereby Isabel's liability is limited to the supply of the Means of Access and the provision of access to the infrastructure and associated services through which electronic financial transactions on accounts at participating banks are transported (mere conduit).

The rules regarding the provision of service by Isabel in relation to the provision of the Means of Access, infrastructure and related provision of service are set out in these Special Terms and Conditions.

The obligations of each individual participating bank are laid down in the General Terms and Conditions for the use of the Isabel service at the participating banks and the general terms and conditions of the Participating Bank (collectively referred to hereinafter as "Terms and Conditions of the Participating Bank"). In the present Special Terms and Conditions reference is made, where useful, to certain obligations of the participating banks, as laid down in the Terms and Conditions of the Participating Bank.

### **4.2. Description of Bankit**

“Bankit” provides the capability, by means of the certificate issued by Isabel, of making payments in an electronic message to which an advanced electronic signature is attached in a coded and structured manner and in accordance with prior arrangements, and sending these payments to payees in Belgium or other countries, in euro or foreign currency. These financial transactions are carried out by a bank whose head office or subsidiaries are established in Belgium and are accredited by the Banking and Finance Commission. The maximum amounts that apply for transactions are shown in the Terms and

Conditions of the Participating Bank or agreed upon with the relevant participating bank. Also, information may be obtained about the bank accounts that the Customer holds in participating banks. It is expressly agreed that Isabel is in no way liable for the content of the transmitted files, for example in BVB-format (CIRI, CODA) .

Bankit also provides access to a number of special services that have been developed by participating banks which are made available under the responsibility of the latter. Isabel is not responsible for damages, errors or claims arising as a result of the use of or failure to use such special services. Its usage may be subject to separate terms and conditions of the Participating Bank.

Bankit services is provided as a web application, so that the provisions of article 2.2. of the General Terms and Conditions fully apply.

### **4.3. Transaction upload**

In Bankit two extra functionalities are available that allow the Customer to prepare its transactions: (i) Isabel Go and (ii) Isabel 6 Corporate Synchronizer (“ICS”).

Isabel 6 Corporate Synchronizer is a self-supporting tool and the use thereof by the Customer is subject to separate terms and conditions.

The normal approval procedure by a user “natural person” also applies here. However, exceptionally, if so agreed between the Customer and the Participating Bank and at the request of the Participating Bank, Isabel's service can be limited to merely secure upload of transactions into Isabel's servers and secure transfer thereof to the Participating Bank (“Forced Send”, which includes entity and data authentication with one of the above mentioned types of users, but no transaction approval). In this case, person identification and transaction approval is subject to the Participating Bank's terms and conditions only.

Isabel Go is linked to third party software (amongst others from software partners) that use Isabel Go in their operational functioning. The Customer and its Users may only use Isabel Go in connection with authorized Software Partner Software. The list of authorized Software Partner Software can be found on: <http://www.isabel.be/support6/en-US/partners/swp.php>. Only Users “natural persons” who are registered and certified in accordance with the CPS can make Use of Isabel Go. Isabel Go allows Users to prepare their transactions by uploading and downloading accounting files in bulk to the Isabel Service Platform

without needing any manual interaction. Validation of the transactions is only possible by a physical person using Isabel OfficeSign and the Isabel Secure Signing Card. As the Use of Isabel Go is linked to the operation of other software, Isabel explicitly declines any responsibility for the use of this other software. Any responsibility for operational deficiencies must be settled in the context of the use of these third party software products.

#### 4.4. Use of the Means of Access

##### 4.4.1 General

The precautionary measures that the Customer needs to take in order to avoid any irregular use of the Means of Access and to counter any risks associated with use of the Means of Access are contained in this Agreement and, if applicable, will be sent out periodically to the Customer.

Provided the Customer has notified Isabel of the loss or theft or any other irregularity in accordance with article 4.5, Isabel will prevent any new use of the Means of Access in order to avoid the irregular conduct of transactions.

Under no circumstances is Isabel to be held liable in the event of fraud, intent or negligence by the Customer or for any use by the Customer of the Means of Access in a manner that does not correspond with the Agreement and thus cannot be considered as being appropriate.

##### 4.4.2 Provisions for Customers who are natural persons

This article 4.4.2 only applies to Customers who are natural persons using Isabel 6 for their own professional purposes.

Isabel bears the risks associated with the transmission of the Means of Access. In relation to Isabel 6, Isabel will refrain from sending unsolicited means of access, except where they are intended to replace the Customer's Means of Access or any part thereof.

Isabel guarantees the secret nature of the personal identification number or any other identification code belonging to the Customer.

In accordance with the Terms and Conditions of the Participating Bank, records of all transactions conducted using Isabel 6 must be held by the relevant participating banks for a period of at least five (5)

years after the transactions were carried out. In accordance with the Terms and Conditions of the Participating Bank, the Customer will periodically receive information from the relevant participating banks about any transactions that it may have carried out.

Without prejudice to article 4.5, Isabel is responsible for the non-execution and/or the defective execution of transactions as a result of a defect of the Means of Access, on the understanding that Isabel only functions as an intermediate (mere conduit). The responsibility on the non-execution or defective execution of the transactions is regulated by the Terms and Conditions of the Participating Bank.

Without prejudice to article 4.5 of the Special Terms and Conditions, and on the understanding that Isabel only functions as an intermediate (*mere conduit*), Isabel is also responsible for the usage of the Means of Access without the User's consent. For each error or irregularity on maintaining the Customer's account, reference is made to the Terms and Conditions of the Participating Bank.

In the event that the Means of Access or any part thereof are being forged, Isabel is responsible for the use of the forged instrument.

Without prejudice to the wording of article 4.5, and on the understanding that Isabel only functions as an intermediate (*mere conduit*), in each case of Isabel's responsibility, Isabel must only reimburse the Customer within the shortest possible period of time (to the exclusion of any other damages):

- the amount of the unexecuted or defectively executed transaction, augmented with the possible interest on that amount, if any, due to a defect in the Means of Access;
- the amount possibly required to restore the Customer into the position he was in before the unauthorised usage of the Means of Access took place, augmented with the possible interest on that amount;
- the amount necessary to restore the Customer in the position he was in before the usage of the imitated Means of Access;
- the possible further financial consequences, specifically the costs of the Customer for the determination of the damage to be compensated;

- the financial loss following Customer's defective execution of the transactions, when such defective execution is attributable to the malfunctioning of the infrastructure or terminals or any other equipment accepted by Isabel, provided that the malfunction has not been caused by the Customer knowingly or in breach of Customer's responsibilities and liabilities.

## 4.5. Obligations and liability of the Customer and the Users

### 4.5.1 General

The Customer ensures that the Means of Access or any part thereof are used in accordance with the Agreement and the Documentation. The Customer furthermore ensures that all precautionary measures are taken to ensure the security of the Means of Access or any part thereof, as well as any other means that permit use of it.

The Customer is required to notify Isabel or the relevant participating bank(s) immediately in the event of the theft or loss of the Means of Access or any part thereof as well as any other means that permit use of it. Furthermore, the Customer must notify the relevant participating bank(s) according to the Terms and Conditions of the Participating Bank of any entry in its account summaries or bank statements of any transaction for which permission was not given, or any other disputed transaction, as well as any other error or irregularity noted in these account summaries or bank statements.

The Customer acknowledges and accepts that if the Customer does not notify Isabel immediately of the theft or loss mentioned above or, in the event of the secret code(s) being noted down in recognisable form on an object or document that is kept with the Means of Access or any part thereof or carried with it or if the code is noted down anywhere obvious that happens to be convenient, this will be deemed to be a case of gross negligence.

The Customer is liable in cases of fraud, intent, gross negligence or the inappropriate use of the Means of Access or any part thereof. Under the following circumstances, among others, gross negligence will be deemed to have occurred:

- making note of the secret code (personal identification number), in any form whatsoever, on an object or document that is kept or carried with the Means of Access or any part thereof;

- giving a third party (including spouse, family member, colleagues or friends) the opportunity to find out the secret code and/or to use the Means of Access or any part thereof;
- neglecting to notify Isabel, the participating bank or the indicated entity immediately of the loss or theft of the Means of Access or any part thereof;
- neglecting to notify Isabel, the participating bank or the indicated entity immediately of:
  - o any entry, on the account summary or bank statements of any transaction for which permission has not been given;
  - o any error or irregularity noted on the account summary or bank statements.
- leaving behind the Means of Access or any part thereof in a vehicle or in a place accessible to the public, except when it has been left in a locked drawer or cabinet. Places that are accessible to the public are understood to be places to which a large number of people have effective access. These places do not necessarily have to be public places;
- failing to lodge a complaint with the police department within 24 hours after the facts have been determined;
- using the Means of Access in a way that is in breach of the Agreement;
- not returning the Means of Access when the participating bank or Isabel has so requested; or
- if the Customer neglects to obtain the return in good time of the Means of Access from User(s) who are no longer permitted to use the Means of Access for whatever reason on behalf of the Customer (e.g., in the event of a User being dismissed by the Customer).

### 4.5.2 Provisions for Customers who are natural persons

This article 4.5.2 only applies to Customers who are natural persons using Isabel 6 for their own professional purposes.

Customers may not revoke an instruction issued using the Means of Access or any part thereof, except if the amount is not known at the time the instruction is given.

Any dispute lodged by the Customer regarding a transaction must be made within three (3) months of receiving the information relating to that transaction, in accordance with article 19 of the General Terms and Conditions or in accordance with the Terms and Conditions of the Participating Bank. In the event of the relevant participating bank(s) not complying with the obligations laid down in the Terms and Conditions of the Participating Bank, which are referred to in this document, the Customer must notify Isabel immediately of any such non-compliance.

Until such notification has been made, the Customer is liable for any consequences associated with the loss or theft of the Means of Access or any part thereof, although this is restricted to an amount of 150 Euro, except where the Customer has acted grossly negligent, or fraudulent, in which case no maximum amount applies.

After notification, the Customer will no longer be liable for the consequences attached to the loss or theft of the Access Means, or of any part thereof, except when Isabel shows that the Customer acted fraudulently.

#### 4.6. Authorisation matrix and Customer Administrator

In cooperation with the relevant participating bank, Isabel will define the actions and operations which are allowed or disallowed for the Customer and the Users, and to which extent (e.g. regarding the maximum transaction amount). The list indicating which actions and operations are allowed or disallowed, is called the Authorisation Matrix.

The Customer can appoint a customer administrator ("Customer Administrator"). By accessing privileged parts of Isabel 6, the Customer Administrator shall be able to partially modify the Authorisation Matrix for the Users, to the extent allowed by Isabel and the relevant participating bank, effectively allowing or disallowing Users to perform certain actions and operations.

The Customer hereby confirms that the appointed Customer Administrator is fully authorized to perform all activities and tasks assigned to him. Nor Isabel, nor the Registration Authority are responsible for the actions or omissions of the Customer Administrator.

The Customer hereby acknowledges and agrees to the concept of the Authorisation Matrix and, if applicable, the Customer Administrator. The Customer accepts that the actions and operations allowed by the Authorisation Matrix authorize the Users to perform transactions on the Customer's behalf, within the boundaries indicated by the Authorisation Matrix.

Nor Isabel, nor the participating bank give any guarantees relating to or shall be responsible for the actions or omissions of the Customer Administrator.

If the Customer Administrator is replaced for any reason, the Customer must appoint a new Customer Administrator and shall contact exclusively his Registration Authority. The Customer is solely responsible until he has filed the appropriate discharge form.

## 5. Zoomit Receiving

### 5.1. DEFINITIONS

In addition to the definitions in the General and Special Terms and Conditions, the following definitions shall apply:

**Access Platform:** means the software application (e.g., a website) and the related identity management infrastructure, that forms the secured interface to a Recipient or its Users to Documents made available through Zoomit, in execution of the corresponding Zoomit Agreement with Isabel (e.g. the Zoomit Bank Agreement). The Access Platform is typically the participating bank's home banking application, together with the infrastructure needed to authenticate the Customer and its Users to that home banking application (a digipass, a smart card etc.).

**Conditions of the Sender or LRE:** means the terms and conditions the Customer must accept per Sender or LRE and per type of Document prior to obtaining access to a specific Sender's or LRE's Documents.

**Document(s):** means each electronic business document (including but not limited to contracts, contract offers, invoices and HR related

documents), made available to one or more Recipients by a Sender and/or a LRE through Zoomit. This implies a prior Zoomit opt in of that Recipient, in which the latter accepts the terms and conditions for receiving the Documents of a particular LRE via Zoomit.

**Legally Responsible Entity (or LRE):** means the official holder of a Document issued by a Sender and made available to Recipients through Zoomit. This implies that this LRE has a valid Zoomit LRE Agreement and complies with its terms and conditions.

**Recipient:** means the Customer to whom Documents are addressed and made available through Zoomit. The Recipient indicates which Users of the Access Platform are granted access to the Documents.

**Sender:** means an entity that issues Documents and makes them available to one or more Recipients through Zoomit, in its capacity of LRE or on the name and account of another LRE. This implies that he has a valid Zoomit Sender Agreement with Isabel and complies with its terms and conditions. The Sending functionality of Zoomit is available in Isabel 6 via Zoomit Pro. It is subject to the Special Terms and Conditions relating to Zoomit-S.

**Trusted Platform Holder (TPH):** means a bank or other legal entity that complies with the terms and conditions of the corresponding agreement with Isabel that aims at making Documents available via this legal entities' Access Platform through Zoomit.

**User or End User:** the accepted and authorized user of the Access Platform which is not suspended or revoked by the Customer. With regard to Isabel 6, this implies being an authorized user of Isabel Secured Access. Each of the TPHs defines and implements the access requirements to their Access Platform for their authorized users. Every Customer must have at least one User or End User.

**Zoomit:** means the Isabel service that enables Senders to securely make Documents accessible to Recipients, and enables Recipients to securely retrieve, view, store, manage and pay them through a secure platform they are typically already using in another context, such as the Bank's home banking application or Isabel 6.

## 5.2. Description of Zoomit in Isabel 6

In Isabel 6 the Customer can make use of Zoomit to electronically send and receive Documents to Recipients and from Senders.

Receiving Documents from other Senders than Isabel in Isabel 6 is only possible upon acceptance of the terms and conditions of the corresponding Senders by the Customer and is subject to the legal terms and obligations of these agreements.

The Customer acknowledges that, except where there is an agreement to the contrary, the electronic signature of the Users, secured with an Isabel certificate, will bind the Customer both towards Isabel as towards other Senders (from which the Customer has accepted the terms and conditions as described above) in the same way as its own handwritten signature, and the Customer shall actively inform all its Users about this, and to the extent legally possible, enforce this in its contractual relationship with its Users.

Electronically submitting Documents to Recipients will be made possible within Isabel 6 via a separate Isabel Product, "Zoomit Pro". Sending Documents is out of scope of the present Agreement. Submitting Documents is possible through the separate Zoomit interface, and is subject to the terms and conditions of a Zoomit Sender Agreement cq. Zoomit LRE Agreement with Isabel.

## 5.3. Access to Zoomit

Zoomit can be accessed through Isabel 6 via Isabel's Means of Access as described in Article 2.3 of the General Terms and Conditions and Article 3 and 4.3 of the Special Terms and Conditions.

In addition to the Zoomit Conditions, there are Conditions of the Sender per Sender and per type of Document which the Customer must accept before he can obtain actual access to the Documents of a specific Sender or LRE.

The Customer accepts that per default all its Users are authorized to also have access to Zoomit, unless requested otherwise on the specific Isabel 6 Request for modification form submitted to Isabel Customer Care. Such changes enter effect as from the third business day following the day of request (this form is available at <http://www.isabel.eu/manage>).

It is the sole responsibility of the Customer to manage such access rights to Zoomit. Any loss or damage arising from fraud or unauthorized access to Documents due to insufficient or inadequate management of such access rights shall be borne by the Customer,

unless the Customer produces evidence of fraud or gross negligence on the part of Isabel.

On acceptance of the Conditions of the Sender, the Recipient and its authorized Users will be able to consult the Documents of the Sender /LRE which are made available to them by means of Zoomit through Isabel 6.

#### 5.4. Making Documents available

The Customer and its authorized Users will obtain access to Sender's / LRE's Documents from which the Customer has accepted the terms and conditions and provided that a conformity test performed in accordance with Article 5.8 of the Zoomit Conditions does not fail.

There are several confidentiality types for a Document

1. When the Document confidentiality is set to "Business Document", the conformity test implies matching between the Customer's and/or authorized User's identity (first, last and nick-names) and the bank account number of the Customer, as indicated by the Sender, and the Customer's and/or authorized User's identity (name and surname) and the bank account number of the Customer as indicated by the TPH. If this first test fails (e.g., because another authorized User accesses the Document, or no authorized User has been indicated), a second conformity test is done between the Customer's Unique Enterprise Number, as communicated by the Sender and the unique enterprise number of the Customer, as known by the TPH.

If this second conformity test fails, the Document can still be accessed via a unique access code for that Document, as further described in the Zoomit product specifications.

2. When the Document confidentiality is set to "non-sensitive", the conformity test implies matching between the Customer's and/or authorized User's identity (first, last and nick-names) and the bank account number of the Customer, as indicated by the Sender, and the Customer's and/or authorized User's identity (name and surname) and the bank account number of the Customer as indicated by the TPH. If the conformity test fails, the Document can still be accessed if the User who gets access to the Document confirms that he is entitled to do so by the Customer. The Customer will be advised thereof and can refuse it if needed.

3. when the Document confidentiality is set to "sensitive", the conformity test implies matching between the Customer's and/or authorized User's identity (first, last and nick-names) and the bank account number of the Customer, as indicated by the Sender, and the Customer's and/or authorized User's identity (name and surname) and the bank account number of the Customer as indicated by the TPH. If not, access to the Document will be denied.

The decision which confidentiality option applies to Documents is taken by the Sender only. The Customer shall liaise with its Sender to adapt such confidentiality option if necessary. Isabel does not have any control over this option and therefore does not take any responsibility and/or liability in this regard.

By clicking on the Document link, the Customer and its authorized Users are leaving Isabel 6 and are redirected through a secure link to the Zoomit application. By clicking on the link to the Document he wishes to access in the Zoomit Application, the Customer is redirected to the Sender's server or the server of a Sender designated third party on which they can access the Document, without the Document being stored on Isabel's systems or servers. Isabel's role is limited to forwarding the corresponding *links* allowing the Customer, as Recipient of the Documents to consult these Documents of a specific Sender.

For the avoidance of doubt, except when it acts in its capacity as Sender of its own Documents, Isabel (1) does not get access to the Documents, which are being stored on the Sender's or its subcontractor's servers (no cashing by Isabel), (2) does not select the Recipients of the Documents, (3) does not select, nor modify the transferred Documents.

Unless otherwise agreed with the Sender, each link to a Document should be made available through Zoomit for a period of six (6) months (the "Availability Period"), starting from the moment that the Sender dispatches the Document (in other words: informs the Zoomit network of the location of the Document and the Customer's identity as the Recipient of the Document).

The Customer acknowledges and accepts that:

- at its own option and responsibility, the Customer can download and store each Document within the aforementioned Availability Period;

- the Documents will no longer be accessible after expiration of the Availability Period or upon termination of the contractual relationship between the Customer and the Sender or LRE, or after the whole or partial (for certain Senders/LREs) termination of the Zoomit subscription of the Customer for any reason;
- in addition, Documents will no longer be available upon termination of the contractual relationship between the Customer and Isabel or after the whole or partial (for certain Senders/LREs) termination of the agreement between the Sender and Isabel with regard to Isabel 6. Except in case of termination for cause of the Customer, Isabel undertakes to notify such termination to the Customer thirty (30) days in advance, period within the Customer undertakes to download and store each remaining Document available within Zoomit;
- making Documents available through Zoomit, depending on the contractual agreements with the Sender/LRE, could mean that parts or the entirety of the Documents will no longer be sent through other means (e.g. only a copy by regular mail, fax or email, or a copy of the Document through Zoomit). The Sender /LRE remains entirely responsible. Isabel does not bear any responsibility in this respect.
- Isabel will only grant access (through secured hyperlinks) to websites and servers owned by third parties, Senders and/or processors appointed by them which are responsible for storing the Documents. The Customer can decide to visit said websites or servers. Isabel is not liable for incorrect, incomplete or inaccurate information provided through Zoomit by third parties. Said third-party information does furthermore not include any obligations for Isabel.
- Isabel is not liable for the content of the sites/servers they provide or allow links to, and they do not offer any guarantees regarding the security level of said sites. This is the Sender's / LRE's exclusive responsibility. If the Sender and/or a Court or a judicial authority issues an order to that effect, Isabel will promptly make the link to the Document or said information inaccessible.
- Isabel does not offer any guarantees regarding the solvency and/or trustworthiness of the Senders/LREs, site owners or site holders, or regarding the individuals or companies the said

site(s)/servers provide information about.

- If the TPH offers this functionality, Documents that receive the payment status "to be paid" (or similar wording) can be directly paid in the Access Platform. As soon as such payment order or a direct debit order has been given by the Customer and/or its Users, the status of the Document is being modified to "payment initiated" (or similar wording) or "payment completed" (or similar wording).

The Customer accepts that the status of a Document does not refer to the completion of a payment and can therefore not be used as a proof of such payment. The Customer recognizes that there is no link between the payment and the status displayed in Zoomit.

#### **5.5. Subscription cancellation and termination**

The Zoomit subscription is concluded for the term as set out in Article 7 of the General Terms and Conditions.

The Customer thus only receives Documents from Senders after prior acceptance of the corresponding Conditions of the Sender. The Customer can cancel the access to Documents through Zoomit per Sender by means of the Zoomit application. Such specific cancellation enters into effect as of the fifth business day after the cancellation order has been registered in the Zoomit application, unless the Conditions of the Sender state a different cancellation period. Unless agreed upon otherwise in the Conditions of the Sender, after the cancellation, the Sender is not obliged to grant access to the Documents already available through Zoomit in a different way.

If the contractual relationship regarding Zoomit is terminated wholly or partially for specific Senders for any reason, the Customer and its authorized Users shall inform the Senders to that effect as soon as possible, and must enter into new agreements with the latter regarding the availability of his/her Documents (invoices, salary statements, etc.).

#### **5.6. Liability**

The Customer commits itself to use the Zoomit service in accordance with the Special Terms and Conditions related to Isabel 6. The Customer also assumes these responsibilities for the use by the Users.

Isabel cannot guarantee that Zoomit will meet the Customer's own needs and wishes, in particular regarding his/her computer or telecommunication system. The Customer must personally verify whether his/her systems meet the system requirements set forth in the Documentation.

In addition to Article 11 of the General Terms and Conditions, Isabel is not liable for the failure of the conformity test if the Customer or its Users communicated incorrect/incomplete information to Isabel or Sender.

In no event will Isabel be liable for the content, accuracy and availability of the Documents exchanged through Zoomit. Complaints or questions regarding these Documents or their content will therefore not be handled by Isabel, but must be addressed directly to the Senders.

Regarding the contractual relationship between the Customer and the Senders, Isabel is a third party and therefore cannot be held accountable for aspects specific to said contractual relationship.

## 5.7. Protection of privacy

When the Documents are made available within Zoomit, personal data is being processed, including, for instance one or more of the following data: surname, first name, nickname, Bank identification number, bank account number(s) for which Zoomit is permitted to show Documents, amount, communication, if applicable the corporate registration number, and more generally transaction data related to sending and making the Documents available.

This is similar to information processed by Isabel and its processors in the context of a regular payment transaction or a payment transaction to be performed, but here, the "communication" attached to the payment transaction includes additional information, i.e. a secured hyperlink leading to the Document itself.

The Customer agrees that both Isabel and its processors may process this and any other additional information it enters in the Zoomit application for identity management (including access management), electronic invoicing, electronic archiving, electronic payment, (if applicable) eGovernment (such as tax filings and social security filings) and eManagement (in particular electronic delivery) of Documents.

This also means that the Customer authorises Isabel to inform the Customer and its authorized Users of the availability of Documents at the Sender's, including before the Conditions of the Sender are accepted (e.g. through a Zoomit button next to the transaction performed).

The Customer undertakes to obtain the consent from its authorized Users with regard to data processing as specified in this Agreement.

The Customer and its authorized Users only obtain access to the Documents after the Customer has accepted the corresponding Conditions of the Sender. The Customer also agrees that Isabel and its processors may use the foregoing personal data in aggregate format for statistical and reporting purposes.

More specifically, the access to and the availability of the Documents include the following data processing, which are accepted by the Customer:

- Isabel registers the acceptance of the Customers with the Zoomit Terms and Conditions. Isabel will share with potential and/or existing Senders identity information related to the Customer and/or the Users as far as it is necessary to send and make the Documents available. Only identity information which is proportionally needed for these finalities will be shared (at this stage last name, first name, address, account number and the fact that the Customer and/or the Users make use or not of the Bank's home banking application and/or Zoomit).
- Senders inform Isabel for which of its Customers they wish to make Documents available electronically through Zoomit in Isabel 6 and send a list of payment transactions to Isabel, showing to which transactions Documents are linked. This list is updated regularly. Isabel will not obtain access to the Documents. Therefore, the Documents will *not* be exchanged between Isabel and the Senders.
- Subsequently, through a Zoomit button, Isabel allows the Customer and its Users to verify per transaction for which Documents exist and whether access is possible to said Documents;
  - Through the transaction itself, already performed by means of a debit or a credit, or

- Through the structured payment data, linked by the Senders to a payment request and sent to Isabel, based on the account number or unique enterprise number communicated to the Sender by the Customer.
- Any other verification means agreed with the Customer.
- When the Customer clicks on a Zoomit button of a (new) Sender, he first has to agree with the terms and conditions of that Sender.

Isabel or its processors will keep your agreement on file to add a specific Sender as a new sender to your list of Senders, so that you are not obliged to give your consent each time.

- In the Zoomit application, the Customer and its authorized Users can enter additional User information. The Sender is responsible for the processing of this additional information.
- Finally, a conformity test as per Article 5.8 below is performed by Isabel, who is acting as the processor for the Sender and the TPH. In the context of Isabel 6, the matching is being done between the user management processed in Isabel 6 and the user management processed by the Senders.
- If the information matches, the Customer and its authorized Users are granted access to the Document to enable the efficient processing of the payment transaction.

The Sender is acting as the responsible for the processing of the personal data in the context of its contractual relationship with the Customer (as a debtor or a creditor) to electronically provide the Customer as the Recipient of Documents with Documents and to allow the Customer and its authorized Users to consult them.

Isabel acts as the responsible for the processing (1) with regard to the User management of the customer and its authorized Users in the context of the Access Platform Isabel 6 and (2) with regard to its own Documents it sends to the Customer.

Each of the applicable Senders are responsible for processing personal data of the Customer and its authorized Users for the electronic delivery of their Documents through Zoomit in Isabel 6.

The Customer and its authorized Users have the right to consult their personal data with the respective responsible for the processing and

they can request to have them corrected at no cost. They can exercise these rights by contacting the respective responsible for the processing in writing.

Isabel will take all measures and apply all security techniques (encrypting, etc.) required to protect the personal data they process – including the link to the Documents, but excluding the Documents themselves (which are the Sender's responsibility) – against loss, theft, damage and unauthorised access.

The Customer accepts and understands the working of the essential security mechanisms of Zoomit to ensure that a Document cannot be consulted by an unauthorised person. Additional information on these security mechanisms (such as linking each Document to the bank account of the recipient, matching of names, the possibility to grant access to authorised persons and any input of a special safety code), the manner in which personal data are processed by Zoomit and the manner in which access to and/or improvement of personal data can be obtained, can be found in the Zoomit product specifications of Zoomit.

## 5.8. The conformity test

Isabel shall use all best efforts to perform the conformity test. This means that it shall compare the (1) identification data of the Recipient and/or its authorised User, as known by the TPH with (2) identification data of the Customer and/or that authorized User obtained from the Sender of the Documents. Isabel thereby acts as processor, on behalf of both the Sender and the TPH.

If the result of the conformity test is positive, access will be granted to the Recipient and its authorized Users; in the opposite case access will be denied.

## 6. Document provision via Zoomit by Isabel in its capacity of Sender

By giving his approval to this Article 6, the Customer agrees with the electronic delivery in Zoomit of Documents where Isabel acts as Sender. In addition to Article 8 of the General Terms and Conditions the following shall apply:

- 6.1. The Customer agrees to receive some of the Isabel Documents, namely its Isabel invoices and official contractual notifications and offers in the electronic format via Zoomit without prejudice to Isabel's right to send out invoices at all times using conventional methods of communication. Unless otherwise agreed with the Customer, the Document confidentiality of these Documents is being set to Business Document. The Customer agrees that the Documents made available via Zoomit will no longer be dispatched via any other channel (such as on paper, by fax, or by email) unless agreed otherwise.
- 6.2. The Isabel invoices, official contractual notifications and offers will remain accessible to the Customer within Zoomit during a period of 24 months.
- 6.3. The Customer can unsubscribe to the availability of the above mentioned Documents via the Zoomit application. In that case, Isabel Sender will charge additional administration costs for sending hard copy Documents to the Customer.
- 6.4. In addition to what is stated in article 9 of the General Terms and Conditions relating to Isabel Products, the process of making Documents available through Zoomit, a number of personal details are processed, in particular one or more of the following: surname, first name, (pseudonym), client number, (preferred) bank, bank account number or numbers for which Zoomit may display documents, amount, statement, and more in the general transaction data that accompanies the dispatching of the documents that Isabel in its capacity as Sender forwards to the Customer's bank via our processors.

The Customer accepts that both Isabel in its capacity as Sender and its processors may process these and any supplementary data the Customer and its Users submit in the Zoomit application, with the purpose of making the Isabel invoice and official customer notifications available to the Customer, controlling the access to these Documents in Zoomit, identity management (including access management),

electronic invoicing, electronic archiving, (if applicable) eGovernment (such as tax filings and social security filings) and eManagement (in particular electronic delivery) of Documents and to enable the efficient completion of the Customer payment transactions. The Customer also accepts that both Isabel in its capacity as Sender and its processors may use such personal data in aggregated form for statistical and reporting purposes.

If the Customer or its Users also enter an email-address in the Zoomit application, they accept that Isabel in its capacity as Sender will process this data to send them additional, non-binding notification messages, including Direct Marketing, about Zoomit and the Documents. Sending these notifications are facultative and shall be qualified as an obligation of means.

- 6.5 The electronic invoice of Isabel in its capacity as Sender is made in two original electronic copies. According to Belgian law, both of them shall be archived during the prescribed period: the first original by the Customer, the second one by the VAT liable person, in this case Isabel.

The Customer acknowledges that it is responsible for the appropriate storage of the electronic invoices and undertakes to archive his original electronic invoice copy during the legally prescribed period, along with the data that prove the authenticity of the origin and integrity of the content of the electronic invoice. Thus, the Customer will store (i) the electronic invoice, (ii) the digital signature and (iii) the result of the validity check of the digital signature. The Customer also acknowledges that it fulfils all other legal requirements with respect to receiving electronic invoices.

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