

## Special Terms and Conditions relating to Multibanking<sup>1</sup>

### 1. General

The use of the Isabel Products identified in article 2 is governed by the general terms and conditions relating to Isabel Products (“General Terms and Conditions”) as well as by the present special terms and conditions relating to Multibanking (“Special 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 definitions set forth in the General Terms and Conditions apply to these Special Terms and Conditions. The Special Terms and Conditions and the General Terms and Conditions are available online at [www.isabel.eu](http://www.isabel.eu).

### 2. Subject and term

The following Isabel Products are offered in Multibanking:

- Isabel Secured Access as defined under article 3.1, including Isabel supported Security Tokens;
- Multibanking (“eBanking Services”, including “Isabel Go” and “Isabel Connect”); and
- Isabel Zoomit.

The Customer indicates on the Subscription Application Form (“SAF”) to which Isabel Product(s) it wants to subscribe.

The rates applicable to the use of Isabel Products and the installation for the aforementioned products and services, are available on the “Rate Card Multibanking – Customer” and “Rate Card – Multibanking – Isabel Connect” (hereafter the “Rate Cards”), which can be obtained at Isabel's premises, on [www.isabel.eu](http://www.isabel.eu), as well as at the Participating Bank. The Customer declares to know the applicable rates. Isabel reserves the right to amend

the Rate Cards from time to time. In such case Isabel will notify the Customer in accordance with article 5 of the General Terms and Conditions.

Isabel reserves the right not to accept the SAF, thereby acting in good faith. In such case, Isabel will inform the Customer in case of refusal and indicate the reason(s) thereof.

As from the effective date agreed by the Parties (“Effective Date”), an agreement for an indefinite period will be entered into with a minimum duration of one (1) year, during which the Customer may not terminate this Agreement unilaterally. In case of breach of this Agreement, a fixed indemnity amounting to the fee due for the use of the Isabel Products during the remaining part of this one (1) year period is automatically due. After the minimum period of one (1) year, the Customer can terminate the Agreement in accordance with article 6 of the General Terms and Conditions.

When the current Agreement comes to an end, or when Users are removed from the list of Users, the Customer remains fully liable for any use of Isabel Products, by Users or by third parties.

Only those Users stated in this SAF and Users validly added subsequently will, after their registration and certification, 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 SAF and the agreements regarding the use of Isabel Products.

### 3. Isabel Secured Access

#### 3.1. Subject and scope

Isabel secured access comprises security related services that allow secured access to the Isabel Products (“Secured Access”), 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 Multibanking.

Isabel Secured Access includes:

---

<sup>1</sup> “Multibanking” designates “Isabel 6”.

- the delivery or support of Security Tokens in the sense of article 2.3 of the General Terms and Conditions;
- in case of Secure Signing Card/Isabel SmartCard, the delivery of a PKI signature with an Isabel certificate; and
- in case of Secure Signing ISAKEY, the delivery of an Isabel Digipass device.

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 with a Security Token, or authorize the use of existing Security Tokens that enable the Customer and the Users to securely authenticate itself and to sign or approve electronic documents and files.

### **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 including the rules and guidelines set forth in the Documentation.

The Customer acknowledges and accepts that Security Tokens are strictly personal and that the Customer is responsible for the safeguarding, confidentiality, security, integrity and appropriate use of the Security Token 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 Products.

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

#### **3.3.1 General**

The use of Isabel Secured Access requires prior registration and the issuance of a Security Token or support of an existing Security Token.

In case of the Secure Signing Card/Isabel SmartCard, it includes 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 Certificate Policies ("CP").

In case the Customer uses the Secure Signing Card/Isabel SmartCard, the Customer agrees to abide by the CP. Isabel shall not be liable for any use of the certificates that constitutes a violation of the CP. In case of contradiction between the provisions of the Special terms and Conditions and those of the CP, the provisions of the Special terms and Conditions will prevail.

#### **3.3.2 Registration**

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

The information requested by Isabel (or a third party performing the registration) 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 8 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 Security Token if applicable.

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.

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.

### 3.3.3 *Issuance of Security Tokens*

If applicable, Isabel will issue one or more Security Tokens to Users accepted by Isabel and which have gone through the registration procedures. Isabel reserves the right not to issue a Security Token with a duly motivated decision of such refusal.

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

The Parties agree that neither the accreditation nor the fact that some of the Security Tokens issued by Isabel can be used in transactions with the public sector are 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 13.1 of the General Terms and Conditions whether accreditation has been granted or whether their certificate can be used in transactions with the public sector.

The Security Tokens are the sole and exclusive property of Isabel.

### 3.3.4 *Revocation of a certificate and deactivation of a Security Token*

The Customer states that it is aware of the procedure regarding the deactivation of a Security Token or the revocation of certificates in case of the Secure Signing Card/Isabel SmartCard and that it will abide by that procedure. It will also ensure that its Users abide by such procedure.

Isabel will take into account as quickly as possible any validly formulated request for revocation of a certificate or deactivation of a Security Token. 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 of such request, and once it is certain that the request emanated from the Customer.

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

- there are serious reasons to believe that the Security Token or 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;

- Isabel ceases its activities without these being taken over by another provider;
- Isabel receives notification of the death of the natural person or the dissolution of the legal entity that is the holder of the Security Token or the certificate.

Isabel will notify the Customer of the revocation of a certificate or the deactivation of a Security Token and corroborate its decision.

The revocation of a certificate or deactivation of a Security Token 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 Security Token.

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

### 3.4.1 *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 does not prevent the Parties from each providing their own proof using permitted legal methods.

### 3.4.2 *Data retention*

Data is stored for the retention periods described in the Privacy Notice of the respective Isabel Products.

In case of loss, theft, breach of confidentiality, security, integrity or any (risk of) misuse of its Security Token or if the information on the certificate or Digipass no longer corresponds with reality, the Customer must revoke the Security Token whether certificate or Digipass, 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.

## 4. **Multibanking (eBanking Services)**

### 4.1. **General**

"Multibanking" is a payment service within the meaning of PSD2 (account information and payment initiation service).

The rules regarding the provision of service by Isabel in relation to the provision of the Security Tokens, 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 of the Participating Bank ("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 Multibanking**

Multibanking provides the capability for the Customer, by use of a Security Token delivered or supported by Isabel, of making payments 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 the European Union, the UK or Switzerland and are accredited by the national regulatory authority. 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.

Multibanking 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 the Terms and Conditions of the Participating Bank.

Multibanking services are 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 and bank account information**

In Multibanking, three extra functionalities are available that allow the Customer to prepare its transactions and download bank account information: (i) Isabel Go, (ii) Isabel Connect and (iii) Isabel Corporate Synchronizer ("ICS").

Isabel Go and Isabel Connect allow linking a third party software (amongst others from software partners) with the Isabel Service Platform. The Customer and its Users may only use Isabel Go and Isabel Connect in connection with authorized third party software, unless otherwise agreed by Isabel. The list of authorized third party software can be found on <https://www.isabel.eu/en/multibanking/modules/isabel-go/isabel-go-packages.html> for Isabel Go and on <https://isabel.multibanking.eu/isabel-partners/> for Isabel Connect.

Isabel Go and Isabel Connect allow Users to (i) prepare their transactions by uploading payment files in bulk to the Isabel Service Platform and (ii) download bank account information on the Isabel Service Platform without needing any manual interaction. In the case of Isabel Connect, the third party software exchanges information and/or bulk files with the Isabel Service Platform on behalf of and with the consent of the User. The use of Isabel Connect is subject to a dedicated Rate Card on top of the Multibanking Rate Card.

ICS is a self-supporting tool and the use thereof by the Customer is subject to separate terms and conditions and a dedicated Rate Card on top of the Multibanking Rate Card.

In all cases, approval of the transactions is only possible by a User "natural person" using the Security Tokens.

As the use of Isabel Go and Isabel Connect is linked to the operation of third party software, Isabel explicitly declines any responsibility for the use of such third party software and any damage caused by the latter. Any liability for operational deficiencies must be settled in the context of the use of these third party software.

#### **4.4. Payment orders**

The Parties agree that the Customer shall give its consent to execute a payment order according to the procedure provided on the Isabel Service Platform and that this consent can be withdrawn at any time but no later than by the end of the business day preceding the agreed day ("memo date order"), or no later than the moment the payment order and its consent are being delivered to the Participating Bank.

In the absence of such consent, a payment order shall be considered to be unauthorised. Consent to execute a series of payment orders shall be given in the same way; in the absence of which a payment order shall be considered to be unauthorised. Reference is also made to the Terms and Conditions of the Participating Bank of the Customer.

The point in time of receipt of a payment order is the time when the payment order transmitted directly by the Customer, or indirectly, is received by Isabel. If the point of time of receipt is not on a business day, the payment order shall be deemed to have been received on the following business day. If the Customer and Isabel agree thereto, the execution of the payment order shall start on a specific day or at the end of a certain period, then the point in time is this agreed day. Without prejudice to the provisions on suspension of the access or any other measure that Isabel may decide to take in order to verify the validity, integrity or accuracy of any payment orders, the maximum execution time for the payment order to the Participating Bank is 24 hours as from the confirmation of the payment order by the Customer/User that such order must be processed. Reference is also made to the Terms and Conditions of the Participating Bank of the Customer, since Isabel's role is limited to transferring the payment order to the Bank, not the execution of the payment order itself, for which Isabel can in no event be held liable. The maximum execution time at Isabel's side shall therefore be added to the maximum execution time at the Participating Bank's side.

Once a payment order has been processed by Isabel and therefore sent to the Participating Bank for execution, if the Customer wishes to cancel such payment order, the Customer shall directly request such cancellation to its Participating Bank, taking into account the cut-of-time of the bank and in accordance with the Terms and Conditions of the Participating Bank .

The Customer may not revoke the payment order which is initiated by or through the payee once it has been transferred by Isabel to the Participating Bank. In case of a direct debit, the Customer may revoke the payment order at the latest by the end of the business day preceding the day agreed for debiting the funds. In case of memo date orders, the Customer may revoke the payment order at the latest by the end of the business day preceding the agreed day in case the orders are not yet delivered by Isabel to the Participating Bank.

After these limits, revocation is only possible if agreed between the Customer and Isabel. Isabel can charge additional costs for revocation requests from the Customer. Reference is also made to the Terms and Conditions of the Participating Bank in this respect.

Unless explicitly otherwise agreed between Isabel and the Participating Bank, and explicitly confirmed to the Customer in writing, power to sign and mandate validation is a service offered by the Participating Bank only, as a complement to Isabel Products. It can be subject to the Terms and Conditions of the Participating Bank.

## **4.5. Use of the Security Tokens**

### *4.5.1 General*

It is the Customer's sole responsibility to take any appropriate measures to avoid any irregular, illegitimate or unauthorised use of the Security Tokens. In order to assist the Customer, Isabel identified (non-exhaustive) precautionary measures that the Customer needs to take. Some of these measures are listed in the Agreement. Other may be communicated to the Customer from time to time via the Isabel Internet website, via a pop-up message or any other mean of communication as mentioned in article 13.1 of the General Terms and Conditions.

Provided the Customer has notified Isabel of the loss or theft or breach or (risk of) misuse or any other irregularity in accordance with article 4.6, Isabel will prevent any new use of the Security Token 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 Security Tokens in a manner that does not correspond with the Agreement.

## **4.6. Obligations and liability of the Customer and the Users**

### *4.6.1 General*

The Customer ensures that all precautionary measures are taken to ensure the confidentiality, security or integrity of the Security Tokens 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 loss, theft, breach of confidentiality, security, integrity or any (risk of) misuse of its Security Tokens 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 or breach or (risk of) misuse mentioned above or, in the event of the secret code(s) (such as PIN code or activation code) being noted down in recognisable form on an object or document that is kept with the Security Tokens 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, wilful misconduct, gross negligence or the inappropriate use of the Security Tokens or any part thereof. Under the following circumstances, among others, gross negligence will be deemed to have occurred:

- making note of the secret or activation code (personal identification number), in any form whatsoever, on an object or document that is kept or carried with the Security Tokens or any part thereof;
- giving a third party (including spouse, family member, colleagues or friends) the opportunity to find out the secret and activation code and/or to use the Security Tokens or any part thereof;
- neglecting to notify Isabel, the Participating Bank or the indicated entity immediately of the loss or theft or breach or (risk if) misuse of the Security Tokens 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 Security Tokens 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 Security Tokens in a way that is in breach of the Agreement;
- not returning the Security Tokens when the Participating Bank or Isabel has so requested; or
- if the Customer neglects to obtain the return in good time of the Security Tokens from User(s) who are no longer permitted to use the Security Tokens for whatever reason on behalf of the Customer (e.g., in the event of a User being dismissed by the Customer).

#### 4.6.2 *Prevention of money laundering and terrorist financing*

In accordance with the legislation on the prevention of money laundering and terrorist financing (including the law of 18 September 2017 on the prevention of money laundering and terrorist financing and on the limitation of the use of cash), entering into a relationship with Isabel, as well as carrying out any transaction, requires the Customer to communicate the data and documents that Isabel indicates to it, namely:

- for natural persons: full identity (surname + first name), place and date of birth, domicile, a copy of an identity document and the company number and/or VAT registration;
- for legal entities: the memorandum and articles of association or the most recent version of the coordinated statutes, as well as all acts establishing the powers of the persons authorised to represent them vis-à-vis Isabel, the list of directors, representatives, beneficial owner(s) and the company number and/or registration with the VAT authorities.

Isabel may at any time ask the Customer to send additional information. Isabel also reserves the right to collect this additional information from third parties and other identification services. This additional information is essential for Isabel to carry out its controls and comply with the laws and regulations applicable to it.

Isabel is entitled to carry out on-site audits at the Customer's premises and to examine the registers and documents certifying the Customer's compliance with the commitments provided for in the General Terms and Conditions and Special Terms and Conditions.

Customers of foreign nationality are required to notify Isabel of any changes in their country's legislation that may affect the way they are represented vis-à-vis third parties. In addition, Isabel is entitled to request, at the Customer's expense, a translation of the documents submitted as well as the completion of the formalities it indicates, in particular the production of an *exequatur* for foreign public documents.

The Customer is liable for any damage caused by the failure to transmit the requested information and/or documents or by the communication or production of inaccurate information and/or documents. The Customer must notify Isabel in writing of any changes to the data and documents provided by the Customer, in particular with regard to powers of representation.

**4.7. 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 Multibanking, 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.

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 third party performing the registration, nor the Participating Bank give any guarantees relating to or shall be responsible for the actions or omissions of the Customer Administrator.

In particular, the Customer undertakes to comply with the Data Protection Legislation regarding the personal data processed in the context of the Authorization Matrix and the appointment of the Customer Administrator. The Customer releases Isabel from any liability in this respect.

If the Customer Administrator is replaced for any reason, the Customer must appoint a new Customer Administrator and shall contact Isabel and/or the appropriate Participating Bank immediately. The Customer is solely responsible until he has filed the appropriate discharge form.

**5. Zoomit**

**5.1. Definitions**

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

TERM	EXPLANATION
<b>Availability Period</b>	A period set by default to six (6) months, starting from the moment that the Sender dispatches the Electronic Document and during which the Electronic Document remains available on Zoomit.

TERM	EXPLANATION
	Each Sender can adapt this Availability Period to a longer term and is responsible for communicating this longer term to the Customer.
<b>Codabox</b>	CODABOX NV/SA, a company organised and existing under the laws of Belgium, having its registered office at Diestsepoort 1, 3000 Leuven, Belgium, and registered with the Crossroads Bank for Enterprises under number 0840.559.537, and which entire share capital is held by Isabel.
<b>Conditions of the Sender</b>	Terms and conditions of the corresponding Sender related to Zoomit services.
<b>Document Recipient</b>	The person or company designated by the Sender as being the addressee of a specific Electronic Document.
<b>Document Reference</b>	The set of meta-data regarding a specific Electronic Document that 1) indicates <i>inter alia</i> the Sender of the Electronic Document and the Document Recipient and 2) as such identifies in a unique way this Electronic Document.
<b>Electronic Document</b>	Any electronic document created by a Sender in accordance with the instructions of the relevant operational document(s) in view of making it available to the Customer via Zoomit.

TERM	EXPLANATION
<b>Internet Banking Application</b>	A bank's PC banking application and/or mobile banking application, which allows the Customer having signed a contract with that bank to receive Electronic Documents via this application.
<b>Sender</b>	A company which has concluded a Zoomit Sender agreement with Codabox in order to send, itself or through a third party, Electronic Documents to the Customer via Zoomit.
<b>Zoomit</b>	Codabox's product enabling Senders to send documents such as their invoices or salary slips in an electronic format to the Customer through the Zoomit Network.
<b>Zoomit Network</b>	Means all the systems and tools enabling end-to-end exchange of data within Zoomit and ensuring the proper functioning of Zoomit, including, among other, the Zoomit Platform, the platform used by the Sender to send the Electronic Documents and the Internet Banking Application.
<b>Zoomit Platform</b>	The platform that is operated and maintained by Codabox or its designees, and to which the Internet Banking Application and the platform used by the Sender to send the Electronic Documents are connected in view of the provision of the Zoomit services to the Sender.



## 5.2. Description of Zoomit in Multibanking

In Multibanking the Customer can make use of Zoomit to receive Electronic Documents from Senders.

Receiving Electronic Documents from other Senders than Isabel in Multibanking is only possible upon acceptance, by the Customer, of the Conditions of the Senders and is subject to the legal terms and obligations of such agreements.

The Customer acknowledges that, except where there is an agreement to the contrary, the electronic signature of the Users, secured with a relevant Security Token, will bind the Customer both towards Isabel as towards other Senders (from which the Customer has accepted the relevant terms and conditions) 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.

## 5.3. Access to Zoomit

Zoomit can be accessed through Multibanking via Isabel's Security Tokens as described in article 2.3 of the General Terms and Conditions and articles 3 and 4.5 of the Special Terms and Conditions.

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

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

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 Electronic 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 Electronic Documents of the Sender which are made available to them by means of Zoomit through Multibanking.

## 5.4. Making Electronic Documents available

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

There are several Electronic Document sensitivity options which are set by the Sender at its own discretion. While the Customer may liaise with a Sender to adapt the sensitivity option, Isabel does not have any control over this option and therefore cannot accept any responsibility and/or liability in this regard.

By clicking on the Electronic Document link, the Customer and its authorized Users are leaving Multibanking and are redirected through a secure link to the Zoomit application. By clicking on the link to the Electronic 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 Electronic Document, without the Electronic Document being stored on Isabel's systems or servers. Isabel's role is limited to forwarding the corresponding *links* allowing the Customer, as Document Recipient to consult these Electronic Documents of a specific Sender.

For the avoidance of doubt, except when it acts in its capacity as Sender of its own Electronic Documents, Isabel (1) does not get access to the Electronic Documents, which are being stored on the Sender's or its subcontractor's servers, (2) does not select the Document Recipients, (3) does not select, nor modify the transferred Electronic Documents.

Unless otherwise agreed with the Sender, each link to an Electronic Document shall be made available through Zoomit for the Availability Period.

The Customer acknowledges and accepts that:

- at its own option and responsibility, the Customer can download and store each Electronic Document within the aforementioned Availability Period;
- the Electronic 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 after the whole or partial (for certain Senders) termination of the Zoomit subscription of the Customer for any reason;
- in addition, Electronic 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) termination of the agreement between the Sender and Isabel with regard to Multibanking. Except in case of termination for cause of the Customer, Isabel undertakes to notify such termination to the Customer thirty (30) days in advance. The Customer undertakes to download and store each remaining Electronic Document available within Zoomit within thirty (30) days;
- making Electronic Documents available through Zoomit, depending on the contractual agreements with the Sender, could mean that parts or the entirety of the Electronic Documents will no longer be sent through other means. Isabel does not bear any responsibility in this respect;
- Isabel will only grant access (through secured hyperlinks) to websites and servers owned by Senders and/or processors appointed by them which are responsible for storing the Electronic 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;
- 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 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 Electronic Document or said information inaccessible;
- if the Customer's bank offers this functionality, Electronic Documents that receive the payment status "to be paid" (or similar wording) can be

directly paid in the Isabel Service 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 Electronic Document is being modified to "payment initiated" (or similar wording) or "payment completed" (or similar wording).

The Customer accepts that the status of an Electronic Document does not provide any conclusive assurances with respect to the completion of a payment and can therefore not be used as a proof of such payment.

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

The Zoomit subscription is concluded for the term as set out in article 6 of the General Terms and Conditions.

The Customer thus only receives Electronic Documents from Senders after prior acceptance of the corresponding Conditions of the Sender. The Customer can cancel the access to Electronic 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 Electronic 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 Electronic Documents (invoices, salary statements, etc.).

#### **5.6. Liability**

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

Isabel cannot guarantee that Zoomit will meet the Customer's own needs. The Customer must personally verify whether his/her systems meet the system requirements set forth in the Documentation.

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 Electronic Documents exchanged through Zoomit. Complaints or questions regarding these Electronic 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. Data Protection**

The provision and use of the Zoomit services described in this article 5 may involve the processing of personal data as defined in the Data Protection Legislation, including but not limited to the processing of the Document References for the purposes of connecting Customers to Electronic Documents sent by a Sender, and for the purposes of ensuring the security and continuity of this service.

Insofar as any personal data is processed by Isabel at the request of a Sender, Isabel shall act as a data (sub-)processor as defined in the Data Protection Legislation, acting on behalf of Codabox and solely on its instructions, and Isabel shall never act as a data controller for such data processing.

When processing personal data in the context of Zoomit, the Sender, i.e. Isabel, as the case may be, shall act as a data controller, as defined in the Data Protection Legislation and Codabox as a processor.

When processing personal data in the execution of this article, Isabel shall only process personal data for the purposes described in this article 5. Furthermore, Isabel shall adhere to the technical and organisational security requirements specified or referenced herein, as may be revised from time to time, in order to ensure an appropriate level of protection for the processing of personal data as envisaged by the present Agreement and the requirements of the Data Protection Legislation.

For any questions in relation to data protection and for the exercise of its legal rights under the Data Protection Legislation, the Customer should consult the relevant Sender.

The Customer will obtain any required consents from its authorized Users with regard to data processing as specified in the present article, taking into account the access rights that the authorized Users will have in relation to the information provided via Zoomit.

#### **5.8. 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 Document Recipient and/or its authorised User, as known by the Customer's bank with (2) identification data of the Customer and/or that authorized User obtained from the Sender of the Electronic Documents. Isabel thereby acts as processor, on behalf of both the Sender and the Customer's bank.

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

#### **6. Electronic 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 Electronic 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 Electronic 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. The Customer agrees that the Electronic Documents made available via Zoomit

will no longer be required to be dispatched via any other channel (such as on paper, by fax, or by email) unless agreed otherwise.

- 6.2.** For the Isabel Services the Isabel invoices, official contractual notifications and offers will remain accessible to the Customer within Zoomit for an extended Availability Period of 24 months.
- 6.3.** The Customer can unsubscribe to the availability of the above mentioned Electronic Documents via the Zoomit application. In that case, Isabel as Sender will charge additional administration costs for sending hard copy of the Electronic Documents to the Customer.
- 6.4** In addition to what is stated in article 8 of the General Terms and Conditions, the process of making Isabel's own Electronic Documents available through Zoomit, may involve the processing of personal data as defined in the Data Protection Legislation. In such cases, Isabel shall act as a data controller as defined in the Data Protection Legislation, in accordance with article 8 of the General Terms and Conditions.

Detailed information regarding the processing of personal data in the context of Multibanking is available in the Privacy Notice related to Multibanking (<https://isabel.multibanking.eu/privacy-policy/>).

- 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.

\* \* \* \*