

Special Terms and Conditions relating to Isabel 6

1. General

The use of the Isabel Products identified in Section 2 is governed by the General Terms and Conditions as well as by the present Special Terms and Conditions (“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. In case of contradiction between the General Terms and Conditions and the Special Terms and Conditions, the latest shall prevail. The Special Terms and Conditions and the General Terms and Conditions are available online at: www.isabel.eu. The limitation of Isabel’s liability, as set out in article 10 of the General Terms and Conditions, fully applies to Isabel’s possible liability under these Special Terms and Conditions as well.

2. Subject and term

The following Isabel Products are offered in Isabel 6:

- Isabel Secured Access;
- Isabel 6 (“eBanking Services”, including “Isabel Go”); and
- Isabel Zoomit.

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

The rates applicable to the use of Isabel Products and the installation for the aforementioned products and services, are available on the “Rate Card Isabel 6 – Customer” (hereafter the “Rate Card”), which can be obtained at Isabel’s premises, on www.isabel.eu, as well as at the Bank. The Customer declares to know the applicable rates. Isabel reserves the right to amend the Rate Card 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, 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 rest of this 1 year period year 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 (as defined hereafter) are removed from the list of Users, the Customer remains fully liable for any use of Isabel Products, by Users or by third parties. Isabel therefore advises the Customer to destroy any hardware it has bought from Isabel immediately after the end of the Agreement.

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 agreement regarding the use of Isabel Products and cause them to strictly comply with any and all 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 an Isabel 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 an Isabel 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 Isabel 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 Certificate Policies ("CP").

The Customer agrees to abide by the CP. Isabel shall not be liable for any use of the certificates or the Means of Access 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 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 CP.

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 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 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 CP.

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 CP.

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 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, 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 CP 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 CP 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;

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. **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 capability of proof does not prevent the parties from each providing their own proof using permitted legal methods.

3.4.2 *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 6 (eBanking Services)

4.1. General

"Isabel 6" is part of a provision of services involving financial transactions and whereby Isabel's role 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 Isabel 6

"Isabel 6" 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 National Bank of Belgium. 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).

Isabel 6 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.

Isabel 6 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

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

Isabel 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: www.isabel.eu. Only Users “natural persons” who are registered and certified in accordance with the CP 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 SmartCard. 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

It is the Customer’s sole responsibility to take any appropriate measures to avoid any irregular, illegitimate or unauthorised use of the Means of Access. 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 clause 13.1 of the General Terms and Conditions relating to Isabel Products.

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.

4.5. 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, wilful misconduct, 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).

4.6. 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

5.1. Definitions

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

TERM	EXPLANATION
Document Recipient	The person or company designated by the Sender as being the addressee of a specific Electronic Document.
Document Reference	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 of the Electronic Document and 2) as such identifies in a unique way this Electronic Document.
DSP Platform	The combination of hardware and software (including the DSP Website) on which Electronic Documents are stored and from which Electronic Documents are retrieved and distributed. The DSP Platform is managed by the DSP Provider.
DSP Provider	The entity that has entered into a Zoomit DSP agreement with Codabox and performs DSP Services in accordance with such agreement.
DSP Services	Means the services to be provided by the DSP Provider in the framework of Zoomit.

TERM	EXPLANATION
Electronic Document	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 End Users via Zoomit.
End User	The end user that accesses the Zoomit Platform through its Internet Banking Application, its Isabel 6 or any other IT environment via which Zoomit is or will be accessible for End Users
End User Request	Request provided electronically via Zoomit to Codabox by an End User (or someone authorized by this End User to do so in his name) to receive and/or consult Electronic Documents from one or several Sender(s).
Internet Banking Application	A bank's PC banking application and/or mobile banking application, which allows the End User having signed a contract with that bank to receive Electronic Documents via this application.
Sender	The Enterprise which has concluded a Zoomit Sender agreement with Codabox in order to send Electronic Documents to the End Users via Zoomit.
Zoomit	Codabox's product enabling Senders to send documents such as their invoices or salary slips in an electronic format to End Users through the Zoomit Network.

TERM		EXPLANATION
Zoomit Sender Services		The services supplied by Codabox to the Sender under a Sender agreement, as further described in the Zoomit Sender Service Description and the Operational Documents.
Zoomit Network		Means all the systems and tools enabling end-to-end exchange of data within Zoomit and ensuring the proper functioning of Zoomit, including the Zoomit Platform, the DSP Platform and the Internet Banking Application.
Zoomit Platform		The platform that is operated and maintained by Codabox or its designees, and to which the Internet Banking Application and DSP Platform are connected in view of the provision of the Zoomit Sender Services.

5.2. Description of Zoomit in Isabel 6

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

Receiving Electronic 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.

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 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 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 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 Isabel 6.

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 Isabel 6 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 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 Electronic Documents 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 Recipients of the Electronic Documents, (3) does not select, nor modify the transferred Electronic Documents.

Unless otherwise agreed with the Sender, each link to an Electronic 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 Electronic Document (in other words: informs the Zoomit network of the location of the Electronic Document and the Customer's identity as the Recipient of the Electronic Document).

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 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 Electronic Document available within Zoomit;

- 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 (e.g. only a copy by regular mail, fax or email, or a copy of the Electronic Document through Zoomit). The Sender 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 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. 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 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.
- Isabel does not offer any guarantees regarding the solvency and/or trustworthiness of the Senders, site owners or site holders, or regarding the individuals or companies the said site(s)/servers provide information about.
- If the Zoomit bank offers this functionality, Electronic 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 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 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.

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. Protection of privacy

The provision and use of the Zoomit services described in this section 5 may involve the processing of personal data as defined in the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") , 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 managed by a DSP Provider as the case may be, 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 or DSP provider, either directly or via Codabox, Isabel shall act as a data (sub) processor as defined in GDPR, 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 shall act as a data controller, as defined in the GDPR 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 section 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 GDPR.

For any questions in relation to data protection and for the exercise of its legal rights under GDPR, 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. 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 Zoomit 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 Zoomit bank.

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. 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 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. 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 Electronic Documents via the Zoomit application. In that case, Isabel as Sender will charge additional administration costs for sending hard copy 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 Privacy Act. In these cases, Isabel shall act as a data controller as defined in the Privacy Act, in accordance with Article 8 of the General Terms and Conditions.

More specifically and in addition to the permissions set out in the General Terms and Conditions, the Customer accepts that both Isabel in its capacity as Sender and its processors may process personal 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 Electronic 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 Electronic 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 is 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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