

General Terms and Conditions for ING Invoice Manager

To be able to use ING Invoice Manager, a Client has to sign up on the product page to ING Invoice Manager. This product/tool is governed by the following Terms & Conditions.

These General Terms and Conditions, describe the electronic services offered as ING Invoice Manager, the rights and duties of the Client, the Member and ING Belgium with regards to the provision of this service, including a description of the subscription process, the access to this service and its use.

1. Subscription

Client

1.1 ING Invoice Manager is provided by ING Belgium to a Client, holding a professional account at ING Belgium, and who wishes to use these services for professional purposes. A professional account held at ING Belgium will be used to receive payments and settle the costs of ING Invoice Manager and will need to be maintained throughout the use of ING Invoice Manager.

1.2 The subscription to and use of ING Invoice Manager, is executed via Business'Bank.

1.3 The Client can use the ING Invoice Manager after having signed up for the services of ING Invoice Manager on ING Business Banking and having received confirmation from ING of the Client Account.

Member

1.4 A Client, duly represented, is authorized to grant one or more Members access to and use of ING Invoice Manager, allowing them to perform actions on behalf of the Client. For each separate Member a Member Account is created.

1.5 To be able to receive a Member Account, a member should, based on Management Power Documentation, at least have consultation power on the professional account(s) linked to ING Invoice Manager.

1.6. By signing up to ING Invoice Manager, the Client expressly agrees that all Members, that have been granted access to ING Invoice Manager, unless revoked in the ING Invoice Manager configuration, have the ability to prepare payment instructions and make them available for authorization in Business 'Bank & the ING Banking App.

1.7 The Client is responsible for ensuring that Members comply with these Terms and Conditions and our instructions.

1.8 The Client is responsible for revoking access to Members who are no longer part of the Client's organization, or for whom other reasons no longer require access to the ING Invoice Manager.

1.9 ING reserves the right to reject a client's subscription to ING Invoice Manager.

Peppol Access Point

1.10 By signing up to ING Invoice Manager, the Client expressly agrees that ING registers their organization on the Peppol network in order to be able to send and

receive electronic invoices. ING Invoice Manager utilizes the Peppol Access Point operated by Billit NV.

2. Service description

General

2.1. ING Invoice Manager is a digital platform for daily business administration. It includes managing incoming and outgoing invoices, expenses, visualizing and exporting of data.

2.2 ING Invoice Manager contains the following features:

- Create an invoice online.
- Send invoices via e-mail or e-invoicing channels (depending on availability of e-mail address or recipient's network connection);
- Keep track of expenses and receipts.
- Monitor business performance overviews.
- Access to To-Do's (e.g. pending invoice payments).
- Automation (e.g. export data and send to accountants);
- Send a document by regular mail via ING Invoice Manager if the Member wants to use the postal service including registered letters. If sent via ING Invoice Manager, the fee displayed directly in ING Invoice Manager when requesting to send a document by post, shall apply.
- Reconciliation of outstanding invoices through the matching of invoice data with payment transactions on the professional account(s) linked to ING Invoice Manager.

Prepare payment instructions and make them available for authorization in Business'Bank & the ING Banking App. The above list is not exhaustive or restrictive and may be modified at any time by ING. The available functions and their features are those to which the Member has access on the platform and as such are available on the platform.

2.4 The Member can choose to access these functions in French, Dutch, and/or English.

2.5 Clients remain responsible at all times for complying with the obligations imposed on them concerning the archiving of invoices as stipulated by the applicable rules. This is not part of the services provided via ING Invoice Manager.

2.6 For the provision of this service we make use of an external service provider called Billit NV. Within the context of this cooperation, data can be shared as described in article 7

ING Invoice Manager Premium services

2.7 Most of the features of ING Invoice Manager service are part of the standard package. Other services, such as the automatic sharing of transactions and documents with the accountant, can only be accessed after an additional subscription through Business'Bank. A list of the premium services can be found on ing.be.

2.8 Access to standard features of ING Invoice Manager does not give the Client automatic entitlement to the paying services of ING Invoice Manager. ING shall inform the Client of his rejection.

3. Service Access

3.1 In order to access the ING Invoice Manager services, the Member needs to login into Business Bank using the Business Bank access means.

3.2 Single, unique access shall be granted to every Member on joining. Members can access the features of the platform based on their attributed role and responsibilities. These can be adapted at any time in the ING Invoice Manager platform, provided that the member has the necessary access rights to do so.

3.3 The Client and the additional Members shall not under any circumstances provide third parties with information regarding this access (including the methods, procedures and techniques) as applied under these T&C, owing to the confidential nature of the latter.

4. Responsibilities of ING

4.1 ING responsibilities:

- ING responsibility is limited to the correct registration of the data input by the Client. If the Client asks for information to be amended because ING has registered this incorrectly, ING undertakes to amend as soon as reasonable after the Client has informed ING thereof.
ING is not responsible for the data input by the Client. The Client retains sole control over this and is responsible vis-à-vis the tax authorities.
- ING undertakes to handle the Client's data honestly and securely.
- Insofar as it is able, and in accordance with the limits laid down

in these T&Cs ING Belgium shall endeavor to make the ING Invoice Manager services accessible 24 hours a day, 7 days a week.

- However, ING Belgium does not undertake to provide continuous, uninterrupted, and secured access to ING Invoice Manager. Moreover, ING Belgium reserves the right, without being obliged to compensate the Client, to interrupt access to all or some of ING Invoice Manager services temporarily at any time and, in emergencies, without prior notice, to any Member in order to carry out maintenance operations, to make improvements or changes to services or to resolve any technical incidents or failures in ING's electronic (including the telecommunications systems).
- ING Belgium shall inform the Client by any means it deems appropriate of such suspension and the reasons therefore, if possible before the suspension, otherwise immediately thereafter, unless providing such information is prevented by security reasons adequately explained or prohibited under applicable legislation. ING Belgium shall endeavor to limit the duration of such interruptions and to inform Members of their duration through any means ING Belgium deems appropriate. Moreover, each Party shall take all necessary measures, within its capabilities and means, to stop any technical incident or failure in ING Invoice Manager services as soon as possible.

- Without prejudice to its right to additional compensation for any loss, ING Belgium also reserves the right to block at any time the account(s) of the Client as well as access to all or part of the ING Invoice Manager services to any Member for objectively motivated reasons relating to the security of the services and/or the access and signature means for these services, or in the case of a presumed unauthorized or fraudulent use of the account(s) of the Client, the services and/or access and signature means for these services. When ING Belgium makes use of this right, it shall inform the Client or the Member by letter, through an account statement or any other way it deems appropriate according to the circumstances and, if possible before the account(s) and/or the access is/are blocked,, otherwise immediately after, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to another applicable legislation. ING Belgium shall restore access to the blocked account(s) and service(s) when the reasons for the block cease to apply. ING is not held responsible for services performed by third parties, such as postal or telecommunication services.
- to contact ING if a problem arises while using the ING Invoice Manager Service. Members can access the support page via the ING Invoice Manager settings page or via the ING Invoice Manager dashboard. From that support page, Members can contact ING Invoice Manager's dedicated support team;
- to ensure the confidentiality of Member access and to inform ING as soon as possible of any identified related problem ;
- to ensure that his computer systems and means of communication meet the technical requirements for obtaining access to the platform;
- not to use the platform or not allow it to be used in a way that adversely affects the platform's operation and/or forms a security risk for the platform;
- not to use the platform in a manner that is contrary to public policy and morality or for (attempted) criminal acts.
- shall ensure that the required data they enter are accurate, complete and correct.
- In the event that the Member's personal data changes, the Member shall notify ING and update the personal details on ING Business Banking
- The Member always remains responsible for complying with the obligations imposed on them concerning the archiving of invoices as stipulated by the applicable rules. This is not part of the services provided via ING Invoice Manager.

5. Responsibilities of the Client/Member

5.1 The Client/Member undertakes:

6. Liability

6.1 The general regulations of the bank are applicable unless specified differently below.

6.2 The Member alone is liable for the use of the ING Invoice Manager services, in particular for the accuracy of invoices sent under his/her name, stored data, quotes prepared, management of Client, supplier and stock data.

6.3 ING is not held liable for the result of the reconciliation match between invoice data contained in any outstanding invoice and payment transactions on the linked ING professional account of the Client. The Client remains solely responsible to verify such results.

6.4 ING has no obligation of result regarding the correctness or proper functioning of its Services and makes no guarantees in this regard. The Member and the Client will verify the correctness of the data and documents prepared and is solely responsible for this.

6.5 Consequently, the Member or Client is fully liable for any complaints and claims from third parties arising from incorrect billing, delivery, tax claims, etc. ING cannot be held liable for this. Neither the Member nor the Client has any recourse against ING.

7. Protection of personal data

General

7.1 The personal data communicated or made available to ING are processed by the latter in accordance with the EU Regulation 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 (hereinafter referred to as the “EU Regulation”) and with the Belgian legislation on the protection of personal data and its implementing decrees.

Data Processing by ING Belgium and by the Client

7.2 All personal data processed within the scope of ING Invoice Manager by ING as the data controller for the processing shall be processed to the extent necessary for the proper performance of this Agreement, whether or not using processors of personal data (such as Billit NV).

7.3 In addition of other data processed (originating where applicable from external sources, public or not) by ING, mentioned in Article 6 (Protection of personal data) of ING's General Regulations, the data of the Client, with the exclusion of the content of his invoices and their recipients, are also processed by the Bank for purposes relating to central Client management, management of accounts and payments, granting and managing credit (where applicable), intermediation (insurance, leasing and/or other products or services of partner companies; list available on request) (where applicable), marketing (including research and statistics) of banking, insurance and/or financial services (including leasing) and/or of other products or services (where applicable supplied by other partner companies; list available on request) offered by the Bank, global overview of the client and also for monitoring transactions and preventing irregularities.

7.4 All the data mentioned in the previous paragraphs are also processed by ING for the other processing purposes (where applicable, secondary purposes) mentioned in Article 6 (Protection of personal data) of ING's General Regulations on Transactions.

7.5 The Client undertakes to comply with all applicable statutory and regulatory provisions concerning the processing of personal data, including but not limited to the EU Regulation as regards the processing of personal data inserted by him in the ING Invoice Manager platform, where he processes personal data (including but not limited to the content of the invoices and their recipients) as the data controller when using ING Invoice Manager.

Communication of data by ING Belgium

7.6 These data are not intended to be communicated to third parties, other than:

- the people named by the Client;
- the independent agents of ING Belgium;
- The companies whose intervention is required to carry out the purposes of ING Belgium mentioned in Article 2 of these Conditions, such as Billit NV. For any disclosure of Client's personal data to any third party processor, ING will make sure that there are arrangements in place to ensure that such third party does not use Client's personal data for any purpose other than purposes that ING specifies in this General Terms and Conditions ING Invoice Manager and keep it secure. A list of these main companies, acting in principle as processors of

ING Belgium (and/or, where applicable, as joint or separate controllers), is available in the annex to the ING Belgium's Personal Data Protection Statement, appended to ING Belgium's General Regulations.,

- the ING Group companies established or not established in the European Union;
- affiliated insurance companies outside of ING Group;
- ING Belgium partner companies (list available on request), operating in a Member State of the European Union, on behalf of which ING offers products or services, if the entities in question subscribe to them or have indicated an interest in them;
- competent authorities.

7.7 Such data may (with the exclusion of the content of the invoices of the Client and their recipients) thus be communicated to other companies of the ING Group established or not established in the European Union and carrying out banking, insurance and/or financial activities and/or other related activities (list available upon request) for the purpose of centralising Client management, marketing for banking, financial (eg. leasing), insurance and/or other services (except e-advertising and unless the Client objects, upon request and without any charges, to direct marketing), obtaining a global overview of the Client, the provision of their services (where applicable) and monitoring the regularity of transactions (including the prevention of irregularities).

7.8 However, ING Belgium only transfers data to a country that is not a Member State of the European Union not providing an appropriate level of protection in the cases

laid down by the legislation applicable to protection of personal data, for example by specifying adapted contractual provisions as laid down in Article 46.2 of the EU Regulation.

Rights of the people concerned

7.9 Any natural person may, without charge, access the data relating to them and, where applicable, have such data corrected. They may also ask for such data to be deleted or for the processing to be limited as well as object to such data being processed. Finally, they also have the right to data portability. Any natural person may, without cost and on simple request, object to the processing of the data about them by ING Belgium for the purposes of direct marketing (regardless if it is direct marketing for banking, financial (including leasing) and/or insurance services, and/or direct marketing for other products or services (if applicable, provided by other partner companies - list available on request) offered by ING Belgium), and/or to the communication of such data, for the same purpose, to other ING Group companies and/or to affiliated insurers within the European Union and to their representatives in Belgium. They may also object, for reasons relating to their own specific situation, to the processing of their personal data for statistical purposes.

Declaration of confidentiality of ING Belgium and other provisions applicable for the protection of personal data, Data Protection Officer of ING Belgium and supervisory authority

7.10 For any further information about the processing of personal data by ING Belgium as well as, in particular, the taking of automated individual decisions by ING Belgium, the data recipients, the lawfulness

of the processing, the processing of sensitive data, the protection of premises by security cameras, the requirement to provide personal data, the terms and conditions for exercising the rights granted to any person concerned and the retention of data by ING Belgium, the person concerned may consult:

- Article 5 (Professional discretion) and Article 6 (Protection of personal data) of the General Regulations of ING Belgium, and;
- “ING Belgium’s Personal data protection statement” appended to the aforementioned Regulations.

7.11 For any question regarding the processing of personal data by ING Belgium, any person concerned may contact ING Belgium via its usual communication channels:

- by logging into the ING Banking or ING Home’Bank/Business’Bank services and, where applicable, by sending a message via these services with the reference “Privacy”;
- by contacting their ING branch or their contact person at ING;
- by telephoning the following number: +32 2 464 60 04;
- by completing the online form on www.ing.be/contact with the reference “Privacy”.

7.12 In the event of a complaint concerning the processing of their personal data by ING Belgium, the person concerned may contact the Complaint Management department of ING Belgium by sending their request with the reference “Privacy”, together with a copy of their identify card or passport:

- by post to the following address: ING Belgium, Customer Care Center , Marnixlaan 24, 1000 Brussels
- by e-mail to the following address: plaintes@ing.be.

7.13 If they do not obtain satisfaction or require further information about protection of personal data, the person concerned may contact the data protection officer (also referred to as “Data Protection Officer” or “DPO”) of ING Belgium:

- by regular mail at the following address: ING Privacy Office, Marnixlaan 24, 1000 Brussels
- by e-mail at the following address: ing-bePrivacyOffice@ing.com.

7.14 Any person concerned also has the right to complain to the competent supervisory authority regarding protection of personal data, namely, for Belgium, the Data Protection Authority (Rue de la Presse, 35, 1000 Brussels; www.dataprotectionauthority.be).

8. Pricing

8.1 Access to the ING Invoice Manager platform and the services offered are provided according to the rates stated on www.ing.be. The Client authorizes ING to debit his designated ING account for the amounts due to ING for the use of ING Invoice Manager.

9. Support

9.1 ING provides technical and administrative support for ING Invoice Manager via the ING Contact Centre:

- by Support Page: Members can find answers to most of their questions on a dedicated support page on ING Business' Bank. Members can access the support page via the ING Invoice Manager settings page or via the ING Invoice Manager dashboard;
- by chat: Members can also contact support via chat on the same support page;
- by phone: Available Monday to Friday from 8am to 6pm at + 32 2 464 60 04

9.2 In the case of complaints, Clients should follow the procedure described in Article 10 of the General Regulations.

10. Amendments

10.1 ING reserves the right to amend the terms and conditions. All amendments shall be notified to Clients at least one (1) month prior to application thereof. Clients shall be able to terminate the T&Cs within this period of one (1) month if they do not agree with the proposed amendments. Amendments shall be binding on Clients if they have not terminated the T&Cs within one month of notification thereof.

10.2 The Client agrees and acknowledges that all changes of the General Terms and Conditions of ING Invoice Manager can be communicated via e-mail, in accordance with section “Communication between ING and the Client”.

11. Applicable law and jurisdiction

11.1 All rights and obligations of the Client and ING shall be subject to Belgian law.

11.2 Subject to the cases in which the competent courts are designated as a result of mandatory provisions, ING may, in its capacity as both claimant and defendant, bring any dispute relating to its business relations with the Client before the courts of Brussels.

12. Member License

12.1 For the duration of these T&Cs the Member receives a non-exclusive, non-transferable license to use the ING Invoice Manager services. This license only gives the right to access and use the ING Invoice Manager services in accordance with the purposes determined in the T&Cs

12.2 The registered or non-registered brands, names and logos contained in the ING Invoice Manager service and platform are the exclusive property of ING Belgium or the other companies of the ING Group and may not be reproduced, without the express prior agreement of ING Belgium or the concerned insurers external to the ING Group.

12.3 Intellectual Property Rights
All intellectual property related to the ING Invoice Manager service is jointly held by ING Belgium and Billit NV. ING Belgium exclusively owns the trademarks, brand names, and logos of the service, while Billit NV retains the intellectual property rights over the platform's technical features, including its interfaces, software, databases, and other proprietary elements.

13. Duration and Termination

13.1 These T&Cs are concluded for an indefinite period.

13.2 ING may terminate these T&Cs subject to one month's notice. This month starts on the 1st day of the month in which the contract is terminated and ends on the last day of the same month. Client services end on the first day of the month following the month in which the contract was terminated.

13.3 The Client has the right to end the agreement at any time, **notifying** ING through the provided channels. After termination ING will continue to grant access to ING Invoice Manager until the end of next calendar month, allowing the Client and its Members continued use and sufficient time to download the necessary data from the platform. Regular charges continue to apply during this period.

14. Definitions

14.1 The following terminology is used and applies for the purpose of these General Conditions and the documents to which they refer, subject to another terminology in the latter. The terms may be used indiscriminately in the plural or in the singular.

- **Billit** **NV:**
Billit NV
Oktrooiplein 1 Bus 302
9000 Gent
Belgium
Company registration number
0563.846.944
VAT number BE563.846.944
- **Client:** the natural person or legal entity in the name and on behalf of whom the ING Invoice Manager Agreement is entered into and who/which is the holder of the professional account(s) opened with ING Belgium
- **Member:** A natural person authorized to log in and use the ING Invoice Manager on behalf Client.
- **Peppol:** Pan-European Public Procurement Online.