

# Terms of use of the ING Internet site

August 2020



By accessing and using the ING Belgium SA/NV Internet site (www.ing.be), the Internet user declares that he/she is aware of and has accepted the present Terms of use of the SA/NV ING Belgium (hereafter referred to as « ING »).

### Information supplied on the ING Internet site

ING takes the utmost care of the quality of the ING Internet site for both content and user-friendliness and takes all reasonable measures to provide correct and up-to-date information on the ING Internet site. In this manner, ING may modify, at any time and without prior notice to the Internet users, the information supplied on the ING Internet site and, in this context, interrupt access to all or part of the ING Internet site.

The information, opinions and simulations on the ING Internet site, supplied by ING, by the other companies which are part of ING Group in Belgium (the list is shown below) or by third parties, are intended for Belgian residents only. They are provided without guarantee or liability on the part of ING or the other companies of ING Group in Belgium, except in the case of gross or intentional negligence or misconduct. They are only valid on the date they are provided and ING cannot guarantee their accuracy, the absence of errors, their completeness and/or their timeliness. They are provided exclusively for information purposes and independently of any specific contractual and/or unilateral undertaking entered into by ING. They can never be considered as a recommendation, advice or a direct and personal offer for the sale and/or purchase of banking, insurance or other products. They only constitute an element of assessment for the Internet user who remains free in his decisions and is solely responsible for the use he/she makes of them.

The provisions under this paragraph only apply as far as the ING Internet site does not contain any express provisions to the contrary.

ING branches are available to the Internet users in view of providing any additional information as well as making any appropriate personal offers.

### Products and services described on the ING Internet site

The banking, insurance and other products and services described on the ING Internet site are intended to be used by Belgian residents only. They are provided as such with no guarantee and without any responsibility on the part of ING or the other companies of ING Group in Belgium, except in the case of gross or intentional negligence or misconduct on their part.

Tariffs available on the ING Internet site are only valid on the date they are provided. They do not constitute contractual propositions unless they are accompanied by an order form.

The provisions under this paragraph only apply as far as the ING Internet site does not contain any express provisions to the contrary.

### Means of access to certain protected parts of the ING Internet site

Certain parts of the ING Internet site, are only accessible to the Internet users who identify themselves by using personal means of access such as a user identification code (login) and a password. In order to obtain access to these protected parts of the ING Internet site the Internet user shall be invited to register by filling in a questionnaire.

The Internet user shall have the faculty to rectify, at any time and via the ING Internet site, the personal data he communicated to ING.

The means of access of the Internet user are strictly personal and confidential. The Internet user is sole responsible for their use and for the preservation of their confidentiality and he accepts not to divulge them.

The Internet user may modify or revoke his personal means of access at any time. ING shall take all necessary steps within the scope of its possibilities to promptly enact such modification or revocation. Until that moment and except in the case of gross or intentional negligence or misconduct of ING, the Internet user shall be solely liable for any direct or indirect damages incurred by himself, by ING or by third parties as a result of any use or misuse, fraudulent or not, by himself or by third parties, of his personal means of access.

### Responsibility for the utilisation of the ING Internet site

Except in the case of gross or intentional negligence or misconduct on their part, ING and its members of staff are not responsible for any direct and indirect damages (including the loss of profits, the costs for acquiring an equivalent service or product or the loss of opportunities) incurred by the Internet user and resulting from the use of the ING Internet site or to the impossibility to use it, regardless of the reason.

Except in the case of gross or intentional negligence or misconduct on its part, ING is not responsible for, amongst other things, any direct and indirect damages caused by the transmission of viruses despite existing security measures, the interruption of the access to the ING Internet site caused by communication disturbances, channel or connection problems, unauthorised access to the ING Internet site, strikes or events of force majeure.

### Availability to the ING Internet site

Subject to the means at its disposal and within the limitations described in the previous point, ING shall provide access to

the ING Internet site 7 days per week and 24 hours per day.

Nevertheless ING cannot guarantee a continuous, uninterrupted and secured access to the ING Internet site. ING may interrupt, at any time and without prior notice, the access to the ING Internet site in case of risk of misuse or fraud or in order to perform maintenance or to implement any improvement or modification. ING shall do its utmost to limit the duration of such interruptions and shall, whenever possible, inform the Internet users of these interruptions and their estimated duration.

Without prejudice to its rights to indemnity, ING reserves the right to prohibit, at any time and without prior notice, the access to all or a part of the ING Internet site to the Internet user for the following motives: violation of the present Terms of use, utilisation of the site for unlawful or immoral purposes, infringement on the integrity, the security or the reputation of the Internet site.

### Property and intellectual property rights

ING reserves all property and intellectual property rights on the ING Internet site itself and on all its components. This includes, but is not limited to, any text, illustrations, layout and computer programmes.

A non-exclusive licence is granted to the Internet user to use the ING Internet site. Nevertheless, no property or other intellectual property right is transferred to the Internet user. This licence only gives the Internet user the right to access the contents of the ING Internet site, consult the information it contains and utilise the services offered on the site in a regular manner, and only for his own private use.

Any extraction and/or re-utilisation of all or part of the contents of the ING Internet site which are qualitatively or quantitatively substantial, in any form or manner, is strictly prohibited without ING's prior written consent. Also, the repetitive and systematic extractions and/or re-uses of

insubstantial parts of the contents of the ING Internet site's, in any form or manner, are not authorised if such acts exceed the normal use of the ING Internet site or cause prejudice to the legitimate interests of ING.

The trade marks, labels and logos, whether or not registered, on the ING Internet site are the exclusive property of ING or other companies and may not be reproduced. Internet users may in particular not, use them as metatags on other Internet sites.

### Hypertext links

Except in the case of gross or intentional negligence or misconduct on its part, ING cannot be held responsible for hypertext links created from third parties' Internet sites to the ING Internet site, nor can ING be held responsible for the contents of these sites.

The creation of any hypertext link to the home page or secondary pages, to files or applications of the ING Internet site, whether for commercial or non-commercial purposes, must be subject to the express prior authorisation of ING. Any framing of the whole or a part of the ING Internet site is strictly prohibited without ING's prior written consent.

Also, except in the case of gross or intentional negligence or misconduct on its part, ING does not provide any guarantee and declines any liability with regard to both the hypertext links created on the ING Internet site to third parties' Internet sites and the contents of these Internet sites.

Access to these Internet sites is at the exclusive risk of the Internet user, he/she being fully aware that these Internet sites may be subject to other Terms of use for utilisation, other provisions regarding the protection of privacy and/or, in a general manner, other Terms of use than those applicable to the ING Internet site. ING cannot be held responsible for the respect by these sites of any applicable legislation or regulations.

### Communications sent by Internet users

Unless expressly provided otherwise, any communication from Internet users with regard to the ING Internet site must be

sent to the following e-mail address: info@ing.be.

Any communications including data, questions, comments, ideas and suggestions which are sent to ING by electronic mail or by any other means shall be considered to be non-confidential, subject to ING's professional obligations, and the legal rights of the Internet user, including but not limited to, his rights under the privacy legislation. Under the same reserves, any communications may, in the 5 years of its transmission and without any compensation of any kind, be re-used, copied in whole or in part, modified and redistributed by ING in any form, through any means and for any purpose.

### Applicability of the present Terms of use

The present Terms of use are applicable throughout the Internet session during which the Internet user utilises the ING Internet site.

ING reserves the right to modify these Terms of use at any time. Internet users will be informed of such a modification on the ING Internet site.

The Terms of use applicable throughout the session during which the Internet user utilises the ING Internet site are, at any time, those which are posted on the ING Internet site at the moment the Internet user accesses this site.

The nullity of one or more provisions of the present Terms of use shall have no effect on the validity, the extent and the enforceability of any remaining provisions of these Terms of use.

The provisions of the present general conditions apply without prejudice to any

statutory or regulatory, mandatory or public policy provisions.

### Applicable rules and competent authority

These terms of use for the ING website are subject to Belgian law.

Only the courts of the judicial district of Brussels are competent in the event of disputes, except in the cases where the competent courts are determined by legal or regulatory provisions, of mandatory law or public order (particularly in the case of disputes with consumers).

ING Belgium is recognised as a credit institution by the Banque Nationale de Belgique (National Bank of Belgium - NBB), Boulevard de Berlaimont/Berlaimontlaan 14, 1000 Brussels (tel.: +32 2 221 21 11 – [www.bnb.be](http://www.bnb.be)) and is supervised by the NBB and by the Financial Services and Markets Authority (FSMA), rue du Congrès/Congresstraat 12-14, 1000 Brussels (tel.: +32 2 220 52 11 – fax: +32 2 220 52 75 – [www.fsma.be](http://www.fsma.be)).

In addition, ING Belgium is registered under the code number 0403.200.393 as an insurance broker with, and is supervised by, the Financial Services and Markets Authority (FSMA), rue du Congrès/Congresstraat 12-14, 1000 Brussels.

Lastly, the relevant supervisory authority for ING Belgium in its capacity as a lender, is the Directorate- General Enforcement and Mediation for the Federal Public Service Economy, SMEs, Self-employed and Energy, North Gate III, Boulevard Albert II/Koning Albert II-laan 16, 1000 Brussels (tel.: +32 2 277 54 85 – fax: +32 2 277 54 52 – [economie.fgov.be](http://economie.fgov.be)).

ING Belgium works with independent agents acting in its name and on its behalf, who are recorded in Belgium in the register of «agents providing banking and investment services» and «insurance subagents» which is maintained by the Financial Services and Markets Authority (FSMA), rue du Congrès/ Congresstraat 12-14, 1000 Brussels.

ING Belgium has agreed to abide by the following codes of conduct of the associations in which it is a member :

1) **codes of conduct of the Belgian Finance Sector Federation** (Febelfin), available on Febelfin's website [www.febelfin.be](http://www.febelfin.be) :

- rules of conduct relating to the treatment of complaints
- good banking relations
- code of conduct between credit institutions and independent banking agents
- code of conduct concerning the remuneration of certain employee categories in the financial sector
- the bank switching service regulation
- code of conduct of the Union Professionnelle du Crédit (professional credit association – UPC) - 10 principles for contracting and granting consumer credits and mortgages in a responsible way
- Code of Conduct under the Law of 21 December 2013 on various provisions concerning the financing of SME enterprises, as amended by law of 21 December 2017

2) **codes of conduct of the Union Professionnelle du Crédit** (professional credit association – UPC), available on the UPC website [www.upc-bvk.be](http://www.upc-bvk.be) :

- 10 principles for contracting and granting consumer credits and mortgages in a responsible way

3) **codes of conduct for the insurance intermediary of the Belgian Professional Insurance Association** (Assuralia), available on Assuralia's website [www.assuralia.be](http://www.assuralia.be) :

- rules of conduct relating to regular continuing training on intermediation and distribution
- code of conduct relating to advertising and information about individual life assurance policies
- rules of conduct relating to the remote marketing of financial services

- code of conduct concerning marketing in relation to young people
- code of conduct regarding guaranteed income
- code of good conduct for second pillar information sheets for individual second pillar pension products

ING Belgium is also a member of the Federation of Belgian Companies ([www.feb.be](http://www.feb.be)).

The supervisory authority of the insurance companies for which ING Belgium acts as insurance intermediary is the Financial Services and Markets Authority (FSMA), Rue du Congrès/Congresstraat 12-14, B-1000 Brussels (Tel.: +32 2 220 52 11 – Fax: +32 2 220 52 75 – [www.fsma.be](http://www.fsma.be)).

### Companies of the ING Group in Belgium which participate in the exchange of data in accordance with ING Belgium's Privacy Policy

- **Credit Establishment :**
- **SA/NV ING BELGIUM**, Avenue Marnix, 24 at 1000 Brussels - Brussels Register of Legal Entities (RPR/RPM) – VAT 0403.263.642 – Tel. +32 2 728 99 65 – BIC: BBRUBEBB 010 – IBAN: BE21 3631 7304 4303. **Financial institution :**

**Record Credits SA/NV** Lender, Avenue Marnix/Marnixlaan 24, B-1000 Brussels – Brussels Register of Legal Entities – VAT 0403.263.642 – Tel. +32 2 728 99 65 – BIC: BBRUBEBB 010 – IBAN: BE21 3631 7304 4303

- **Leasing companies :**

**SA/NV ING LEASE BELGIUM**, Avenue Marnix, 24 at 1000 Brussels. VAT BE 0402 918 402 - RLP Brussels and its subsidiaries : ING Asset Finance Belgium, ING Equipment Lease Belgium, Avenue Marnix, 24 at 1000 Brussels.

- **Insurance intermediaries :**

**ING Belgium SA/NV**, insurance broker, registered with the FSMA under No.

0403.200.393. Registered Office: Avenue Marnix/Marnixlaan 24, B-1000 Brussels – Brussels Register of Legal Entities – VAT 0403.200.393 – [www.ing.be](http://www.ing.be) – info@ing.be – BIC: BBRUBEBB – IBAN: BE45 3109 1560 2789

**Record Credits SA/NV** insurance broker, registered with the FSMA under No. 0403.200.393. Registered Office: Avenue Marnix/Marnixlaan 24, B-1000 Brussels – Brussels Register of Legal Entities – VAT 0403.263.642 – Tel. +32 2 728 99 65 – BIC: BBRUBEBB 010 – IBAN: BE21 3631 7304 4303

**Independent agents** acting in the name and on account of ING Belgium SA/NV, registered in Belgium with the FSMA on the register for 'insurance sub-agents';

- **Intermediaries in banking and investment services :**

**Independent agents** acting in the name and on account of ING Belgium SA/NV, registered in Belgium with the FSMA on the register for agents in banking and investment services.

### Companies outside of the ING Group established in a Member State of the European Union and participating in the exchange of data in accordance with the ING Belgium's Privacy Policy

- **NN Insurance Belgium SA/NV**, insurance company registered by the NBB under No. 2550. Registered Office: . Avenue Fonsny /Fonsnylaan 38, B-1060 Brussels –Brussel Register of Legal Entities (RPR/RPM) - VAT BE 0890.270.057 - BIC: BBRUBEBB - IBAN: BE28 3100 7627 4220. Tel. +32 2 407 70 00 – Website: [www.nn.be](http://www.nn.be) – Email: [telecel@nn.be](mailto:telecel@nn.be).

- **NN Insurance Services Belgium SA/NV**, insurance company registered by the NBB under No. 2551. Registered Office: . Avenue Fonsny /Fonsnylaan 38, B-1060 Brussels, Belgium – Register of Legal Entities (RPR/RPM) - VAT BE 0890.270.750 - BIC:

BBRUBEBB – IBAN: BE95 3200 0812 7458 -  
www.nn.ne - Email: [telecel@nn.be](mailto:telecel@nn.be).

- **NN Non-Life Insurance SA/NV**, a company under Dutch law authorised to insure risks in Belgium, an insurance company registered with the FSMA under the green card No. 1449. Registered Office: Prinses Beatrixlaan 35, 2595 AK Den Haag, The Netherlands – Trade register number 27127537, supervised by the Nederlandsche Bank. Tel. +31 205418722

- **Inter Partner Assistance SA/NV**, insurance company registered under No. 0487. Registered Office: Avenue Louise/Louizalaan 166, Box 1, B-1050 Brussels – Brussels Register of Legal Entities – VAT BE 0415.591.055 – BIC: BBRUBEBB – IBAN: BE66 3630 8057 8243. Tel: +32 2 550 04 00 – Fax: +32 2 550 04 75 – [www.ip-assistance.be](http://www.ip-assistance.be) – [claims-ipa@ipassistance.com](mailto:claims-ipa@ipassistance.com)

- **CARDIF ASSURANCE VIE SA / CARDIF LEVENSVERZEKERING NV**, insurance company under French law, Boulevard Haussmann 1, 75009 Paris, France – Branch in Belgium : Chaussée de Mons/Bergensesteenweg 1424, B-1070 Brussel. Insurance company registered under FSMA No. 979. Registered Office: Chaussée de Mons/Bergensesteenweg 1424, B-1070 Brussels – Brussels Register of Legal Entities – BE 0435.018.274 - IBAN BE17 0016 5444 3821 - BIC GEBABEBB.

- **AXA Belgium SA/NV**, public limited insurance company registered by the NBB under no. 0039. Registered office : Troonplein 1 - B-1000 Brussels (Belgium) - Brussels Register of Legal Entities - VAT BE 0404.483.367 - IBAN : BE88 7020 2244 0041 - BIC : AXABBE22 - [www.axa.be](http://www.axa.be) - Tel.: 02 678 61 11.: [www.axa.be](http://www.axa.be) (FR)- Tel.: 02 678 61 11 .

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