

End User License Agreement

1. GENERAL

This application and its related services for a personal computer, laptop or mobile device ("the Service") is provided to you by ING Bank N.V. ("ING"). By using the Service you agree to these terms of use (the "Terms"). These Terms apply as of 1 May 2025.

ING processes personal data in accordance with its privacy statements, which are available via www.ingwb.com/cardprivacy. For ING Corporate Cards, the "Privacy Statement ING Corporate Cards ING Bank N.V." applies. For ING Businesscards, the "Privacy Statement Retail Banking van ING Bank N.V. (Nederland)" applies.

2. LICENSE, INTELLECTUAL PROPERTY RIGHTS

ING grants you a strictly personal, non-exclusive, non-transferable, revocable, limited license (the "License") to access and use the Service, including any future updates to it. This License is granted to you subject to the following conditions:

- a) all copyright and (other) intellectual property rights of the Service remain with ING's Service provider Total System Services LLC. No property, intellectual or any other rights are transferred to you. You will not remove or tamper with any copyright notices attached to or contained within the Service;
- b) you will not alter, modify, adapt, copy or reproduce in any way the Service or any part thereof;
- c) you may only use the Service in line with its intended purpose and to the extent authorized by ING;
- d) you may only use the Service if (i) you are the rightful holder of an ING Corporate Card or an ING Businesscard ("Card"), a programme administrator of an ING Commercial Card Programme (the "Programme") or if you have viewing rights for a Card or Programme and (ii) you have duly completed the registration process for the Service;
- e) you must always use the most recent version of (i) the Service and (ii) your device's operating system;
- f) this License will terminate if (i) you are no longer a cardholder, programme administrator or if you no longer have viewing rights, (ii) the Programme between ING and your company is terminated, (iii) these Terms are terminated, (iv) you do not agree with any change to these Terms;
- g) ING may revoke the License if you fail to comply with these Terms.

3. SERVICE FUNCTIONALITY

Subject to these Terms, the conditions of the Card and the conditions of the Programme, the Service gives you access to (certain functions and services relating to) your Card(s) or the Card(s) in your Programme. The functionalities of the Service include viewing balance and transactions, doing account maintenance and authorizing online payment transactions. Please note that despite having an available balance on your Card as shown in the Service, the execution of any transaction with your Card is always subject to availability of a balance under your company's total limit.

4. REGISTRATION

In order to be able to use the Service, you must first complete the registration process and create a user account for the Service. To register for the Service, you must first enter your username and password, which have been provided to you via email. You will then receive a one-time passcode via SMS, which you must also enter.

5. SECURITY

- 5.1 Each time you use the Service, you must log in with your username, your password and a one-time passcode you receive via SMS. After logging into the Service for the first time, you can also choose a biometric verification method (if available for your device) to log in.
- 5.2 You must keep your log-in details secret at all times and take all necessary precautions to prevent unauthorized or fraudulent use thereof. You must not disclose your log-in details to any other person or record it in any way that may result in it becoming known to another person.
- 5.3 You must register a password hint via the Service which can be shown to you in case you have forgotten your password. Your password hint must not be identical to your password and should remind only you of your password.
- 5.4 You can change your password via the Service. You must change your password immediately if you have reason to believe that your password has become known to any other person.

6. COOKIES

This Service uses the following cookies:

- a) Strictly necessary cookies: these cookies are necessary for the Service to function, for example to log in or to fill in forms.
- b) Functional cookies: these cookies enable the Service to provide enhanced functionality and personalisation, for example remembering your preferred language.
- c) Performance cookies: these cookies are used to count the number of Service visits and traffic sources, so that the performance of the Service can be measured and improved. They help to understand which pages are the most and least popular and how visitors move around the Servicer. All information these cookies collect is aggregated and therefore anonymous.

7. NO WARRANTY, NO LIABILITY

7.1 The Service is provided "as is" and "as available". The Service may not be compatible with your mobile device. The Service may be unavailable from time to time, in particular during maintenance. ING does not give any warranty on the accuracy and completeness of the information provided in the Service.

ING will not be liable for any direct or indirect loss or damages in relation to the use of the Service or the inability to use the Service (for whatever reason), except when caused by ING's gross negligence or willful misconduct.

7.2 If you fail to comply with these Terms, you will be liable for any direct and indirect loss and/or damages ING may suffer as a result thereof.

8. CHANGES, TERMINATION, DEACTIVATION

- 8.1 ING may change these Terms at any time. By using the Service after the Terms have been changed, you agree to the changed Terms.
- 8.2 You may stop using the Service at any time by uninstalling the Service from your mobile device. You acknowledge that it is your responsibility to uninstall the Service from your mobile device and delete all Service data if you change or dispose of your mobile device.
- 8.3 ING may (temporarily) deactivate your user account if you fail to comply with these Terms, upon uninstallation of the Service, or where ING considers it appropriate, including but not limited to situations where ING has reasonable grounds to suspect (i) unauthorized or fraudulent use of your user account or (ii) that your password has not been kept safe.
- 8.4 ING is entitled to unilaterally revise, expand, limit or terminate the Service or any of its functionalities, for example due to security or business reasons. ING is entitled to deactivate your user account when you have not used the App for a period of 3 consecutive months or when you are no longer authorized to use your Card or act as a Programme administrator.

9. GOVERNING LAW AND JURISDICTION, LANGUAGE

These Terms and any non-contractual obligations arising out of or in connection with these Terms will be governed by and construed in accordance with the laws of the Netherlands and will be subject to the jurisdiction of the competent court in Amsterdam, The Netherlands. ING may start proceedings in another competent court and/or concurrent proceedings in any number of jurisdictions.

9.1 If these Terms are provided to you in another language than English, the <u>English version</u> of these Terms will be leading and will prevail in case of any conflict.

AGREE

DISAGREE

PRINT

EULA - UK Terms & Conditions

Supported Browsers: Microsoft Windows version of Edge, Google's most current version of Chrome, Apple's most current version of Safari and Mozilla's most current version of Firefox.