



Business Dashboard Agreement

Security Conditions

Version date October 29, 2023

These regulations are available in French and English. The French version of these regulations was registered. In the event of a discrepancy between versions or a dispute, the French version is decisive.

1. Definitions

Except where expressly stipulated otherwise, the definitions from the Business Dashboard Agreement – General Provisions also apply in these Business Dashboard Agreement – Security Conditions. The definitions may be used without distinction in the singular or plural form.

Agreement

The Agreement comprises:

- the Application Form;
- the Business Dashboard Agreement – General Provisions;
- the Application Contracts;
- the Business Dashboard Agreement – Special Provisions;
- the Business Dashboard Agreement – Security Conditions;
- the Documentation and the Annexes;
- and all amendments and additions that may be agreed in writing between the Parties at a later time.

Application Form

The part of the Business Dashboard Agreement which is signed by the Customer(s) and which identifies the contracting parties, the specific Services received and the applicable contractual conditions.

Annexes

Documents which the Parties agree will be attached to these Business Dashboard Agreement – Security Conditions. All Annexes are subject to these Business Dashboard Agreement – Security Conditions.

Authentication

The method by which the identity is reliably established.

Business Dashboard Security

The Means of Access and Signature which enable the User to secure authentication and place an electronic signature. This electronic signature may only be used within the

context of the Digital Applications and, under certain conditions, for e-Government applications in Belgium. The Business Dashboard Security enables the User(s):

- To access the Digital Applications as indicated on the Application Form;
- To initiate and confirm Orders/Instructions and, under certain conditions, to use e-Government applications.

Card

The CBC Bank Card that a User holds and uses together with the related PIN and Card Reader to log in to certain Digital Applications. Use of the Card is governed by the CBC Bank Card Regulations.

Card Reader

A device that, in combination with the Card and PIN associated with the Card, generates new codes that Users can use to log in and sign Orders/Instructions in certain Digital Applications.

Device

A smartphone onto which the CBC Sign for Business app can be downloaded. The requirements that the Device must meet are set out at www.kbc.be/mobilesign and <https://business.kbc.be/systemrequirements>.

Digital Applications

The Services and Dashboard Functionalities located behind the Dashboard and forming part of the Business Dashboard Agreement, for which the Customer(s) and/or the User(s) use the Business Dashboard Security. An overview of Digital Applications can be found at <https://www.kbc.be/corporate/en/info/legal-information/documentation.html>.

Documentation

The documentation appended to or referred to in the Business Dashboard Agreement – Security Conditions, such as the CP.

Isabel security

The Isabel SmartCard and card reader or IsaKey token are

These regulations are effective from on October 29, 2023 until further notice.

subject to the contractual terms and conditions and security requirements of Isabel Group NV. More information can be found at www.isabel.eu.

Jailbreak/Rooting

An action enabling circumvention of a Device's security (jailbreaking applying to iPhones and rooting applying to Android or other smartphones) and allowing software to be loaded onto it that is not recognized or approved by the device's official distributor. As a result, Devices are more susceptible to viruses and malware (software designed to harm or disable computers and computer systems).

CBC

The Bank, the Insurer or the entity forming part of the KBC group which acts as the distributor of the Digital Application and the Business Dashboard Security.

CBC Mobile App

The set of procedures agreed between the User and the Bank that provide access to the services of CBC Mobile Banking on the User's own Device and enable the User to use mobile banking.

CBC Sign for Business

The Means of Access and Signature Tool that enables a User, via the CBC Sign for Business app installed on a mobile Device (smartphone), and separately from the Digital Application, to:

- i. be authenticated (verification that the User is in fact who they say they are);
- ii. sign Orders/Instructions in the Digital Application.

More information on CBC Sign for Business can be found at [KBC Sign for Business: log in fast to the KBC Business Dashboard – KBC Banking & Insurance](#).

Means of Access and Signature

The required means by which a User (i) is authenticated and given access to the Digital Application; and (ii) where appropriate, is able to sign Orders in the Digital Application, and for which that User has either entered into a contract with CBC itself or has been designated as an authorized User by the Customer.

This specifically concerns the following Means of Access and Signature Tools:

- CBC Sign for Business
- Isabel security

Order/Instruction

An Order or Instruction initiated by a User including, but not limited to, payment or investment transactions and any instructions by which they enter into a new or amended contract with CBC.

Party and Parties

The Customer(s) or CBC, designated individually as Party and jointly as Parties.

2. General Provisions

2.1. General

These Business Dashboard Agreement – Security Conditions form part of the Security Terms & Conditions in the General Provisions of the Agreement and set out the rights and obligations of CBC, the Customer(s) and the User(s), respectively, in relation to the use of the Business Dashboard Security.

In order log in and authenticate and sign orders, the User must use the following means of access and signing tools:

- The CBC Sign for Business App from CBC Banque SA and their Device. The provisions set out in the CBC Sign for Business Regulations apply to the CBC Sign for Business App.
- Alternatively, the Isabel card and Isabel card reader from KBC Group NV. In this case, the contractual conditions of Isabel Group NV are applicable.

2.2. Liability of Parties

The Parties acknowledge that the liability clauses, and specifically the liability limitations as set out in the Agreement, are applicable to the Business Dashboard Security.

2.3. Intellectual Property Rights

CBC or its third-party licensors is (are) and remain(s) the owner of the Intellectual Property Rights and know-how associated with the Business Dashboard Security. No rights are attributed to the Customer(s) and/or the User(s) other than those expressly stated in the Agreement.

In so far as CBC makes software or Documentation available in the context of the provision of Business Dashboard Security, CBC grants the Customer(s) for each User a non-transferable, limited, non-exclusive license to use the Business Dashboard Security. This usage is restricted to the Customer's/ Customers' own business

purposes. The Customer(s) must take all necessary measures to safeguard the KBC group entity's Intellectual Property Rights associated with the Business Dashboard Security.

In the event of a complaint from a third party in connection with a breach by CBC of the Intellectual Property Rights of third parties, the Customer(s) undertake(s) to inform CBC immediately of such complaint, as well as to provide all information and support, and to grant CBC the right to conduct any legal proceedings and negotiations. In the event that CBC deems that a program may have breached the Intellectual Property Rights of a third party, CBC will at its sole discretion choose to adapt the program in breach in such a way that there is no longer a breach, or to obtain the right on behalf of the Customer(s) to continue using the program, or, should CBC be of the opinion that neither of those options can be achieved, to terminate the right of use for the program in question and to reimburse any fees paid by the Customer(s) for that program.

2.4. Electronic signature, evidence and notification

The Parties agree that the electronic signature created by a User using the appropriate procedures is equivalent to a handwritten signature and meets the requirements of the Belgian Civil Code. This applies to the relationship between CBC and the Customer(s).

The Parties also agree that the electronic signature in all cases has all legal consequences ascribed by the law vis-à-vis CBC, its Customers and third parties.

Electronic messages, connections, transactions between the Customer(s) and CBC will be proven using the logs and transaction files kept electronically by CBC. The Customer(s) accept(s) the evidential value of this data. This method of providing proof does not prevent the Parties from each providing their own proof using permitted legal methods.

CBC records access to the Digital Applications by means of the Business Dashboard Security. CBC maintains a log in which it only stores data relating to the use of the Business Dashboard Security. This log can be reproduced on paper or any other type of information medium. It provides evidence that access has been gained to the Digital Applications, unless the Customer(s) can provide evidence to the contrary.

2.5. Obligations of the Customer(s)

2.5.1. General

The Customer(s) will ensure that the Business Dashboard Security is used in accordance with these General Terms and Conditions, the Technical Requirements, national and international legislation and, in general, in a responsible manner, exclusively for admissible purposes and without breaching the rights of third parties.

CBC will advise the Customer(s) and the User(s) of the security instructions and the measures to be taken when using the Dashboard and the underlying Digital Applications through these Business Dashboard Agreement – Security Conditions, the Special Provisions applying to the Digital Applications and the webpages referred to in Article 2.6. The Customer(s) and the User(s) are expected to consult these webpages regularly, and at least once per month.

Neither the Customer(s) nor the User(s) are permitted to make modifications to the Business Dashboard Security. The Customer(s) is (are) liable for all damage that may ensue from modifications made, or from the improper or incorrect use thereof by the Customer(s) or its (their) User(s). The Business Dashboard Security will be installed by the Customer(s). Under no circumstances will CBC be held liable for the consequences of an error or omission that may occur during this installation by the Customer(s) or by a third party.

2.5.2. Customer equipment

The Customer(s) undertake(s) only to use hardware and software which meets the Technical Requirements as notified to the Customer(s) by CBC and which are necessary for the use of the Business Dashboard Security. CBC reserves the right to amend these Technical Requirements from time to time.

All costs of purchasing, installing and operating the Business Dashboard Security will be borne by the Customer(s).

2.5.3. Security and management of the Means of Access and Signature

Unless expressly stipulated otherwise in the Special Provisions, the Means of Access and Signature are strictly personal. The Customer(s) is (are) responsible for the safeguarding, confidentiality, security and appropriate use of the Means of Access and Signature by the Customer(s) and its (their) User(s) and undertake(s) to take all requisite

steps to prevent any unauthorized third party from being able to gain knowledge or make use thereof.

In the event of loss, theft, breach of confidentiality or any risk of abuse of the Means of Access and Signature, or in the event of loss or theft of its Device, the Customer(s) and the User(s), respectively, without prejudice to additional obligations stipulated in other applicable provisions, must notify the following organizations immediately:

- CBC on telephone number +32 16 432 000 (Secure4U)
It is also advisable for the Customer(s) and/or the User(s) to report the matter to the police.

With the exception of what is provided for Customer-Consumers in Article 8bis of the Business Dashboard Agreement – General Provisions, the Customer(s) is (are) fully and unconditionally responsible for any use of the Digital Applications, as well as for any detrimental consequences that may arise directly or indirectly therefrom, until the time that such notification is made.

Other than in the event of actual or attempted fraud, willful act or gross misconduct, the Customer(s) is (are) no longer liable for any further loss or damage after such notification has been made.

In the event that CBC has any reason to suspect a breach of the confidentiality and/or security of the Means of Access and Signature, or abuse of the Digital Applications, it may suspend access to the Digital Applications.

2.6. CBC's obligations

CBC undertakes to exercise all due care in the performance of this Agreement. CBC will take the requisite steps to ensure the continuity of the Business Dashboard Security. CBC cannot guarantee that the Business Dashboard Security will meet the specific expectations, objectives or requirements of the Customer(s) or User(s).

CBC will advise the Customer(s) and the User(s) of the security instructions and the measures to be taken when using the Dashboard and the underlying Digital Applications through these Business Dashboard Agreement – Security Conditions, the Special Provisions applying to the Digital Applications and the following webpages:

- Urgent security notifications on the login pages of the Dashboard: <https://business.kbc.be/> and www.kbccorporates.com and <https://www.cbc.be/entreprendre/fr.html>

- General security awareness and specific security tips: <https://www.kbc.be/particulieren/en/info/secure4u.html>
- Specific security requirements with regard to users' infrastructure (as part of the system requirements): <https://business.kbc.be/systemrequirements>.

The Customer(s) alone, and not CBC under any circumstances, is (are) required to check that the use of Business Dashboard Security by the Customer complies with all legislation, regulations, ethical rules or agreements that apply to its activities. The Customer(s) acknowledge(s) that the applicable legislation may be subject to change, and agree(s) to adhere strictly to any such changes and to seek advice from its (their) own advisers on this.

CBC will do everything possible to ensure the continuity of the Business Dashboard Security. CBC can however not be held liable in the event that the Dashboard or certain Services are temporarily unavailable due to planned or unplanned maintenance work which does not exceed a reasonable duration, or due to Force Majeure. CBC will advise the Customer(s) in good time of any unavailability due to planned maintenance work and its likely duration

2.7. Amendments to these Business Dashboard Agreement – Security Conditions

CBC reserves the right to amend the provisions of these Business Dashboard Agreement – Security Conditions. The Customer(s) will be given a reasonable amount of notice before the date that an amendment is scheduled to take effect, by means of a message in the Digital Application or on another medium to which the Customer(s) has (have) access. The Customer(s) may avail itself (themselves) of the opportunity within that period to terminate the agreement forthwith and at no cost if it (they) do(es) not agree to the proposed amendments. Amendments will be binding on the Customer(s) if it (they) do(es) not terminate the contract within the said period.