



Antwerp  
Diamond Bank

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## ADB-E-Banking Regulation



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# 1. ADB E-Banking Regulation

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This regulation regulates the contractual relationship of the service ADB E-Banking, as stipulated in the account-opening agreement, between the contracting party, on one side, and the Antwerp Diamond Bank NV on the other side, hereafter named “the bank”.

It stipulates the conditions regarding the exchange of information and the transmissions of orders via this form of electronic banking.

The contractual relationship between the bank and its clients is governed by the General Conditions for Bank Operations and, if needed, by the General Conditions for Credit Opening of the Bank, completed by the above mentioned regulation.

## 1. Concept definitions and description of the services

### ADB

Antwerp Diamond Bank NV

### The Bank

Antwerp Diamond Bank NV, headquarters at 2018 Antwerp, 54 Pelikaanstraat, VAT BE 404.465.551, RPR Antwerp 0404.465.551.

### The contracting party

Every ADB client who uses the ADB-E-Banking services via ADB.

### The headquarters

The ADB-headquarters in Antwerp.

### ADB E-Banking

The whole package of access and services provided by the bank, which enables the contracting party to access and consult all his available bank information anywhere via his own appliances - computer with modem or other type of connection (cable, ADSL ...).

### E-Banking

By E-Banking is meant at all times ADB E-Banking.

### Electronic password

Password based on a time-algorithm.  
See annex 2.

### System requirements

The bank uses so-called cookies, these are mini files which are saved on the memory of the client's PC. These cookies do not contain any personal information, but they are indispensable for the functioning of ADB-E Banking. These cookies are not used for any other purpose. The contracting party agrees with the use of these cookies by signing the contract.  
See annex 1

### Functionalities

This regulation goes for the present and future modules and functions provided via ADB-E-Banking.

### At present the following modules and functions are part of E-Banking

Accounts	Overview account information	0
Position	Overview position	0
Straight loans	Overview loans	0
Deposits	Overview deposits	0

Forex	Overview exchange transactions	0
Exports	Overview export transactions	0
Exports today	Overview export transactions today	0
Outsiders	Overview 'outsiders'	0
Purchase	Overview purchase	0
Local sales	Overview local sales	0
Rates	Overview exchange rates and market interest rates	0
Payment	Payments (EUR-payments, the USD-payments will follow later)	0

Future modules and functions can be applied for by means of a request form and the subsequent agreement of the bank.

### Means of access

By this is understood the Digipass, the first and/or personal code, depending on if the first code has been changed into a personal code or not.

## 2. Conditions of use

### Article 1 – Granting the service(s)

The contracting party can make use of the services of ADB E-Banking according to the conditions determined by the bank.

The bank nevertheless retains the right to deny access to these service(s) without further explanation. The contracting party has no say in this issue.

### Article 2 – Delivery and installation

A connection to the internet is required for accessing ADB-E-Banking. The contracting party has to consult directly with the internet provider as for the possibility and conditions of an internet subscription.

The ADB-E-Banking Browser application is started via the website [www.antwerpdiamondbank.com](http://www.antwerpdiamondbank.com).

The bank provides access to the confidential part of E-Banking by handing over the Digipass and granting the first code. The bank provides assistance for the various applications via the helpdesk.

### Article 3 – Security

ADB-E-Banking is secured, as described in annex 2.

#### Article 4 – Execution of orders by the Bank

The contracting party must ensure beforehand that there are sufficient funds on account before giving a payment order. The bank reserves the right to refuse to execute orders if there are no or insufficient funds on the account to cover them.

The bank may refuse to execute an order if the prescribed security procedure has not been observed.

Misuse of the system by the contracting party may lead to blocking or termination of access to the system and the account, or even to the termination of the customer relationship, without advance or formal notice having to be given.

#### Article 5 – Extent of the user's right and of intellectual property.

All intellectual property rights on the programme, the applications and the manual belong exclusively to the bank.

This regulation contains no element which can lead to a total or partial take-over of these rights. The contracting party will restrain from each attempt of violating the intellectual property rights of the bank and will commit himself to follow strictly the user's guidelines.

The contracting party merely enjoys a non-exclusive, non-transferable usufructuary right on the programme. The contracting party is allowed to use the programme, the applications and the instructions solely in agreement with the declared purposes, and must not make them available to third parties under no circumstances whatsoever, direct or indirect, free of charge or upon payment, wholly or partly. The contracting party is not allowed to copy, translate, process or change in any way the programme, the applications or the instructions for use without previous permission from the bank.

#### Article 6 – Access time availability

ADB-E-Banking is accessible 24 hours / day and 7 days / week. With this reservation that ADB-E-Banking cannot be made available during maintenance works.

#### Article 7– The contracting party's liabilities

The contracting party is obliged to use E-Banking within the stipulations of the contract.

The contracting party shall keep his access means safe. He shall specifically ensure the secret character of his personal code number by not writing it down and not mentioning it to a third party.

The contracting party shall not leave his Digipass unattended (e.g. at work, in a hotel or vehicle -even when this is closed-, or in any public place). He should never pass his access means on to a third party (including husband or spouse, family, friends), or allow them to use these access means .

The contracting party has the duty to inform the bank immediately in case one of the following situations occurs:

- lost or stolen access means;
- forging or any other risk of misuse of his access means, such as loss of secrecy of the personal password and/or Digipass.

The contracting party commits himself to immediately change his personal code in case of misuse, loss, theft and forgery - or any indication of those - for that matter.

The contracting party shall file a complaint with the Federal Police in case of an established misuse.

#### Article 8 – Responsibility and risk regulation

In case of loss, theft or misuse of access means, the contracting party bears the risk generated by the illegal use of these up to the moment of filing the complaint as mentioned in article 7.

The above-mentioned risk limitation is not valid in case of fraude or gross negligence. Can be considered as gross negligence :

- the contracting party does not comply with his obligations or he does not observe the security measures, by e.g. keeping the Digipass and the personal code together;
- the contracting party gives his Digipass and/or his personal code to third parties, including husband or spouse, family, friends;
- the contracting party allows a third party to use the E-Banking services;
- the contracting party leaves the access means unattended at work, in a hotel or a vehicle (even when closed) or in any public place;
- the contracting party does not notify the bank immediately in case of loss or theft;
- the contracting party does not block the services in case of established loss, theft or misuse of his access means;

The contracting party bears no risks related to possible damage as a result of loss, theft or misuse of access means after notifying the bank, except in case of fraude.

The bank declares that it has taken all precautions in order to provide a virus-free software package. Except in the case of proof of the intention or serious error on the part of the bank, its employees or mandatees, the contracting party can not hold the bank responsible for the application or programme damage caused by a virus.

The bank has to ensure a regular service and to provide a proper security and identification method.

The bank can not be held responsible if the regular service is disturbed by technical flaws or disorders in the network which are not in the immediate control of the bank as service provider (but the responsibility of the access provider or the entity in charge of the transmission system). Nor can the bank be held responsible for the damage caused by flaws in the infrastructure of the contracting party.

#### Article 9 – Cancellation

1. The contracting party can terminate the use of the services and cancel the contract at all times. In order to do so, he will have to address and notify the bank headquarters.
2. The bank is legally empowered to terminate the contract at all times, by means of a 1-month notice.
3. The bank has the right to terminate the agreement with immediate effect, without previous charges or legal intervention in the following situations:
  - The trust in the contracting party has seriously been damaged
  - The contracting party does not observe the security procedures.
  - Serious non-fulfilment
  - The relationship with the client is terminated.

### 3. Data processing

#### Article 10 – Data processing

As to processing and exchange of personal data, in agreement with the Law of 8th December 1992, please see article 20 of the General Conditions for Bank Operations,

which the client declares to have acknowledged and the application of which he has explicitly accepted.

### 4. Costs

#### Article 11 – Costs

See annex 3.

### 5. Changing the present regulation

#### Article 12 – Changing the present regulation

The bank reserves the right to change the stipulations of this regulation. Every change will be announced to the contracting party at least one month before it enters into vigour, by means of a message in the ADB E-Banking browser application or on a device of the contracting party's choice and accessible to him. The contracting party has the possibility to terminate the contract, free of cost, within one month, if he does not agree with the changes. The changes become obligatory for the contracting party if the contract has not been cancelled within one month after the notification.

### 6. Transfer

#### Article 13 – Transfer of rights and liabilities

The contracting party is not allowed to transfer the rights and liabilities contained in this regulation to a third party.

#### Applicable law and appointed courts of law

The rights and liabilities of the contracting party and of ADB are subject to the Belgian law.

All differences between the two parties are to be settled in an Antwerp court of law.

The contracting party declares to have acknowledged the content of this regulation and to have clearly accepted its application by the signing of this contract.

The bank

The contracting party

## 2. Attachments

### Annex 1

The contracting party must be in possession of a computer with the following technical characteristics:

- Internet access via cable, ISDN-, Lan or ADSL-connection
- Screen resolution: 800 x 600 or higher
- Acrobat Reader version 4 and up
- Microsoft Internet Explorer 5.0, 5.5, 6.0
- Cookies acceptance
- Excell 2000

### Annex 2

Protection is secured by a Digipass Authentication appliance. After signing the contract, the contracting party receives a Digipass Authentication appliance. This appliance is provided with an authentication number which can be found on the back of the appliance. The authentication number is related to the contracting party.

Upon receiving the appliance, the contracting party receives a first code to log on to the appliance. When logging on for the first time, the contracting party must change the first code, delivered by the bank, into a second one which will become his personal code, after its confirmation. The personal code can be changed by the contracting party as shown in the "User Manual" annex. This personal code should not be shared with a third party, nor be written down. When three wrong attempts to type in the personal code have been done, the appliance will automatically be blocked and access to the ADB E-Banking will be impossible. The contracting party will have to apply for a new first code via the helpdesk.

To use ADB E-Banking, the contracting party first has to register with the authentication number, then to activate the Digipass with his personal code. The ADB E-Banking application will present a 6-digit challenge number, which needs to be brought into the Digipass under application number 1, then the Digipass will generate a log-on number. The contracting party has to type the log-on number in the ADB E-Banking application.

The bank will check by its own means the correctness of the log-on number. When the calculation of the bank does not match that of the contracting party, the latter will have to submit a second log-on number. When for the third time no match occurs, the bank will deny access to ADB E-Banking application.

### Annex 3

The ADB E-Banking Browser application is available free of charge for the contracting party, with the exception of a one time payment of 50 euro (€ 50,00) for the Digipass. Concerning the costs that are charged for the use of electronic payment (E-banking), the bank refers to the price list that can be found at the commercial desk of the headquarters.

The bank reserves the right to introduce a cost-contribution.



