



REGULATIONS GOVERNING THE BANK CARD WITH PHOTO

1. These Regulations apply specifically to the procedures, and the rights, obligations and responsibilities of the applicant and of BNP Paribas Fortis SA/NV arising from a request for a bank card with a photo or image chosen by the applicant.

A bank card with a photo or image chosen by the applicant includes the functions that were requested on the standard card that it replaces or the new card for which you have applied. The use of the bank card with a photo or image chosen by the applicant is subject to the General Banking Regulations and the General Terms and Conditions for Bank Cards and the Phone Banking and PC Banking services.

2. The following terms are used in these Regulations:

Bank: BNP Paribas Fortis SA/NV.

Cardholder: the natural person who is the recipient of a bank card.

Photo gallery: the series of photos and images that the Bank makes available and for which it has right of use.

3. To obtain a bank card with your chosen photo or image, you should (i) submit an application either via a BNP Paribas Fortis branch by signing the relevant application form or by means of remote communication technology provided by the Bank (Phone Banking, PC Banking or Internet) and (ii) select a photo or image from the Photo Gallery or submit your own photo or image via the website for this purpose.

Proof of an application for a bank card with a photo or image chosen by the applicant submitted to the Bank by means of remote communication technology is provided by the parties in accordance with the General Banking Regulations. In particular, and without prejudice to the customer's right to provide evidence to the contrary, the recording of a telephone call, the print-out of an e-mail message (i.e. the e-mail you receive confirming your application) or a message sent by any other electronic mail system, shall have full evidential value between the parties.

By submitting an application for a bank card with a photo or image chosen by the applicant, you declare that you have taken cognisance of, and accept, the provisions of the Regulations governing the bank card with photo.

4. When personalising your bank card, you may select from the photos and images in the Photo Gallery provided by the Bank, or you may upload and send your own photo or image. You may only indicate your selection from the Photo Gallery or upload your own photo or image by means of the website for this purpose and subject to the restrictions given on the site or hereunder.
5. Use of own photos and images is subject to the following terms and conditions:

The photo or image submitted may not breach any prevailing legal provision or third-party rights, including intellectual property rights such as copyright, designs or marks.

When submitting a photo or image, you warrant that you either own all the intellectual property rights in respect of the photo or image yourself, or have the requisite permission from the third parties holding the rights to use the photo or image to personalise your bank card. The Bank may ask you to provide proof of your right or permission from the third party concerned.

Photos or images of people are only permitted if you have obtained the express or implicit permission of the people concerned.

The Bank does not accept any photos or images containing:

- portraits, cartoons, or names of celebrities such as pop stars, musicians, film stars or sportsmen or women;
- statues, drawings or paintings;
- texts, musical notes or comic characters;
- logos and names of companies, products or services (including abbreviations);
- advertising or invitations to buy (including advertising and invitations to buy for the cardholder's company, products or services);
- addresses, phone numbers, e-mail addresses, Internet addresses, etc.

Nor does the bank accept photos, images and/or texts which:

- include passport photos, proof of identity or symbols (national flags, for instance);
- are politically or religiously inspired;
- are racist or offensive;
- are sexually suggestive or obscene;
- are violent, provocative, illegal, offensive, inflammatory or misleading;
- incite, or are connected with, criminal offences, criminal practices or terrorist acts;
- refer to arms, alcohol, drugs or tobacco;
- refer to groups that are not socially acceptable (such as criminal and racist organisations, etc.);
- contain codes;
- refer to means of payment;
- obstruct or hinder the legibility of essential information on the card, that promote fraud or could cause other problems;
- prejudice the name and reputation of the bank and/or its licensors.

You can put the logo of a company on your card, if you are the holder of the intellectual property rights. Own logos will only be accepted:

- if they are sent through one of the templates made available by the Bank for this purpose in the gallery under "own logo";
- if the image meets the requirements specified in the previous two paragraphs.

Since the bank card can be used throughout the world, users should bear in mind that some photos or images could be offensive or insulting in other countries, despite the fact that they may be acceptable in Belgium.

The Bank reserves the right to refuse photos or images that do not comply with the aforementioned criteria.

6. Within two bank business days of submitting your photo or image, you will receive an e-mail stating whether or not your photo or image has been accepted. The Bank does not enter into any correspondence concerning the grounds for refusing a photo or image.

If a photo or image has not been uploaded and submitted within 14 calendar days of the application for a new (not replacement) bank card in the branch, a standard bank card will be issued.

If a photo or image is not uploaded and submitted within 14 calendar days of the application for the replacement of an existing bank card in the branch, the application will automatically be cancelled and no new card will be issued.

7. The photo or image chosen by you is stored by the Bank or a subcontractor appointed by the Bank until the next expiry date of the card.
If the card is renewed on the expiry date, the photo or image stored is used when producing your new bank card.
The photo or image stored is also used in the event of an application for replacement of your card (e.g. if it is faulty, lost or stolen) in a BNP Paribas Fortis branch, unless you opt to use a different photo or image or terminate the service at that time.
In the latter case, you will receive a standard bank card.
8. By submitting your own photo or image to the Bank, you grant the Bank or, if appropriate, its subcontractors, a free right to use of the intellectual property rights on such photos and images with a view to the production of the card.
9. The Cardholder accepts that the colour and picture quality of the photo or image on the card provided may differ from that of the photo or image submitted.
10. In all cases, the Cardholder bears the responsibility and risk of use of a chosen photo or image (not included in the Photo Gallery) on the bank card. The Bank does not accept any liability whatsoever in this regard. The fact that the Bank has approved your application does not alter this. The Cardholder indemnifies the Bank in the event of claims by third parties.
11. Other than in the event of fraud or serious misconduct, neither the Bank nor its staff or subcontractors may be held liable for any loss arising as a result of (i) technical problems resulting in delays in, or failure with regard to, delivering the bank card with a photo or image chosen by the applicant or (ii) loss of data, photos or images submitted to the Bank as part of an application for a personalised card.

The Bank's liability shall, under the aforementioned circumstances, not in any event extend to compensation for financial, commercial or other loss or damage not directly attributable to fraud or serious misconduct on the part of the Bank.

12. The Cardholder may at all times request the Bank to replace their bank card with their own photo or image with a bank card with a new photo or image or a standard card.

However, the Bank reserves the right to terminate the "card personalisation" service unilaterally at any time without giving its grounds for such decision, subject to two months' notice.

The Bank may terminate the aforementioned service immediately and without prior notice if it transpires that the holder of the personal bank card has not complied with the provisions of these Regulations with regard to the selection of the image or photo.

13. There is a fee for personalising your bank card applicable to each request for a new photo or image, provided that the image is actually used for producing a new card. This fee is debited from the account linked to the card in the month following that in which the card is produced.

The fee is given in the scale of charges available at all of the Bank's branches and on the website on which you can upload your photo or image.

If a card is replaced because it is faulty, lost or stolen, using the same photo or image, this is subject to the same terms and conditions as those for a standard bank card.

The Bank retains any charges made according to the scale of charges.

14. At the Cardholder's express request, the uploaded photo or image will be used and kept by the Bank, or a third party acting for the Bank, for the sole purpose of producing a bank card with the chosen photo or image.
If the uploaded photo or image constitutes personal data under the Act of 8 December 1992 on the protection of privacy with regard to the processing of personal data, the Bank will then be acting as the data processor for and on behalf of the Cardholder.

15. Complaints and redress

Complaints can be submitted to the Bank through the customer's branch or through Customer Services or by using the complaint form available in PC Banking or on the Bank's website.

If the proposed solution does not meet the expectations, the customer may file a written complaint to Complaints Management by post to the following address:

Complaints Management
Montagne du Parc 3
1000 Brussels
Fax: +32 (0)2 228 72 00

If the solution proposed by Complaints Management does not satisfy the customer, the customer can, as a physical person and acting in private matters, present the dispute to the Ombudsfijn – Ombudsman in financial conflicts, either by post to the address below, or by using the complaint form available on its internet site:

Ombudsfijn – Ombudsman in financial conflicts
Rue Belliard 15-17, box 8
1040 Brussels
Fax: +32 2 545 77 79
E-mail: ombudsman@ombudsfijn.be - www.ombudsfijn.be

If the complaint is about a payment service, a written complaint can be filed with the "Algemene Directie Controle en Bemiddeling" (General Inspection and Mediation Office) of the Federal Government Service for the Economy, SME, Traders & Energy, WTC III, Boulevard Simon Bolivar/Simon Bolivarlaan 30, 1000 Brussels.

16. Belgian law applies. The competent court is that stipulated in Article 23 of the General Banking Regulations.