

Microdata Management Department
Central Balance Sheet Office
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Enterprise number: 0203.201.340 - Brussels Register of Legal Entities



EXTRACT: SUBSCRIPTION TERMS AND CONDITIONS

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APPENDIX: “EXTRACT” SUBSCRIPTION FORM

1. OBJECT

This Agreement governs the provision to subscribers of the Extract application through the website of the National Bank of Belgium.

These general terms and conditions and the appended subscription form, duly signed by the customer, form the “Agreement on access to the Extract application”, concluded between the customer and the National Bank of Belgium (hereinafter the “Agreement” and the “National Bank”).

The customer is solely responsible for the provision, installation, any updates to and configuration of software (such as an Internet browser and file extraction software) or hardware required to use this service, as well as any subscription and connection fees owed to an Internet service provider. The National Bank does not undertake to provide any form of technical assistance or post-sales service.

2. DATA PROVIDED

2.1. GENERAL INFORMATION¹

Extract enables the transfer of data files created by way of a query based on one or more selection criteria. It should be noted that the application is only available in Dutch, French and German.

2.2. DATA MADE AVAILABLE

The following data are made available by Extract:

- data (including any corrections made by the Central Balance Sheet Office and amending filings) included in annual accounts filed using a standard model with the Central Balance Sheet Office in the last five years and which are
- stored in the Central Balance Sheet Office’s database after processing and publication.

2.3. CONTENT OF EXTRACT FILES

The following files are provided:

- identification data file,
- selection criteria file,
- file of amounts or values corresponding to requested headings for selected companies,
- ratios file.

Data are provided for a single accounting year per request, with a limit of 80,000 records per request.

2.3.1. THE IDENTIFICATION DATA FILE

The identification data file includes the following information:

- number of the filing company, association or foundation (enterprise number)*
- name*
- street address, postal code, municipality and country*
- legal status code and date of last legal status [update]*²
- financial year
- opening and closing dates of the financial year
- number of months in the financial year
- date of the annual general meeting
- filing date
- NACE-BEL code assigned by the Central Balance Sheet Office
- INS/NIS code (Statbel)

(*) Source: Crossroads Bank for Enterprises (CBE)

¹ More information on how to use the search criteria and the application in general can be found on the Central Balance Sheet Office’s dedicated Extract page.

² More information on these codes can be found on the website of the FPS Economy, <https://economic.fgov.be/en/themes/enterprises/crossroads-bank-enterprises/services-administrations/tables-codes>.

2.3.2. THE SELECTION CRITERIA FILE

The selection criteria used to extract data are stored in a separate file.

2.3.3. THE “OTHER ITEMS” FILE (UPON REQUEST)

This file includes:

- the number of the filing company, association or foundation (enterprise number)
- the financial year
- the annual accounts model used
- selected item codes and values

2.3.4. THE RATIOS FILE (UPON REQUEST)

This file contains the following information:

- the number of the filing company, association or foundation (enterprise number)
- the financial year
- the annual accounts model used
- 21 financial ratios for companies/22 ratios for associations and foundations

3. PRICE

The subscription price is set at EUR 500 per year.

Any bank transaction fees are to be borne solely by the customer.

4. SUBSCRIPTION, INVOICING, ENTRY INTO FORCE, DURATION AND RENEWAL OF THE AGREEMENT

4.1. SUBSCRIPTION AND BILLING

Customers may take out a subscription by returning the form available on the National Bank’s website and appended hereto, duly completed and signed, by post or email. Upon receipt of the subscription form, the National Bank will send the customer an invoice payable within 30 days. Once payment has been received, the National Bank will send an Extract access code to the email address indicated by the customer.

4.2. ENTRY INTO FORCE AND DURATION

This Agreement enters into force, for a period of one year, when the National Bank sends the access code by email to the customer.

4.3. RENEWAL OF THE AGREEMENT

This Agreement may only be renewed at the customer’s express request. Tacit or implied renewal of this Agreement is not possible

4.4. REFUND OF INVOICED AMOUNTS

Invoiced amounts that have already been collected by the National Bank may no longer be refunded, even in the event of unilateral suspension of the Agreement by the National Bank, as provided in Article 8. The only exception to this rule is when the National Bank discontinues the Extract application for reasons other than those mentioned in Article 8, in which case any refunds due will be made on a pro rata basis.

5. AVAILABILITY OF THE APPLICATION

The Extract application is available seven days per week, 24 hours a day. However, the accessibility of the National Bank’s website cannot be fully guaranteed, particularly during the night, at weekends and on public holidays. See also Article 9.

6. RESTRICTIONS ON USE

Customers may not transfer to a third party their access rights to the National Bank's server, in return for payment or free of charge, on a temporary or permanent basis. Downloaded data may be freely used without restriction, subject to the disclaimer and legal information found on the National Bank's website.³

7. LIABILITY OF THE CUSTOMER

Customers are liable for any damage caused by the unlawful or abusive use of their access codes. They are responsible for taking all necessary precautions to prevent such unlawful or improper use. If customers discover or suspect that their access codes have been lost, forgotten, stolen or misappropriated, they must immediately notify the National Bank and request a new code. The same applies if any of a customer's employees with knowledge of the code leave the enterprise. The National Bank expressly reserves the right to change the access code assigned to a customer at any time. The customer will be notified of any such change immediately by email.

Customers are solely responsible for the use made of the information provided by the National Bank.

8. UNILATERAL SUSPENSION OF THE AGREEMENT BY THE NATIONAL BANK

The National Bank reserves the right to unilaterally suspend performance of this Agreement, without prejudice to the application of any other legal remedy, should the customer:

- repeatedly engage in operations that significantly impair the performance of Extract;
- engage in a transaction prohibited by Article 6;
- fail to take the measures referred to in Article 7.

Where appropriate, the National Bank shall inform the customer concerned by email of its intention to exercise this right. However, non-receipt by the customer of such an email shall not prevent the National Bank from exercising this right of unilateral suspension. Customers may not claim any compensation from the National Bank further to the exercise of this right.

9. LIMITATION ON THE NATIONAL BANK'S LIABILITY

For purposes of this Agreement, the National Bank acts solely as a data provider. It cannot be held liable for any errors, inaccuracies or omissions in the annual accounts filed by companies, associations and foundations. Despite the care taken in processing and compiling the information provided, the National Bank cannot guarantee its accuracy.

The information made available via Extract has undergone computer or manual processing, meaning it can no longer be considered authentic data. Only data made available via the free Consult application (images of accounts in PDF or XBRL format) constitute authentic data which are enforceable against third parties.

All of the National Bank's obligations under this Agreement are best efforts obligations rather than obligations to obtain a specific result.

The National Bank uses the appropriate human and technical resources to ensure that the data covered by this Agreement are made available under the best possible conditions and as quickly as possible. However, the National Bank cannot agree to meet any deadlines and cannot be held liable for any delay in the provision of data.

The National Bank has put in place an appropriate IT infrastructure to guarantee the performance of the application. However, it cannot be held liable for any delays in downloading data or for the technical impossibility to access its server or carry out these operations, which may be attributable to:

- inadequate performance of the customer's IT infrastructure (PC, modem, network, connection, line)
- congestion or saturation of the Internet network or the gateway of the customer's Internet service provider
- congestion or saturation of the National Bank's server as a result of operations carried out by a customer or a third party that could paralyse or significantly slow down the operation of Extract or, more generally, its entire IT infrastructure. The

³ See <https://www.nbb.be/fr/disclaimer-et-informations-legales>.

National Bank expressly reserves the right to activate the firewall surrounding its IT infrastructure without prior notice if there is the slightest suspicion that such an operation is being prepared or attempted.

- interruption of the service due to the maintenance or modification of its programs, the repair or replacement of its hardware, data back-up or restoration and the relaunch of programmes in the event of a technical failure, updating of the data available on its server, as well as, as a general rule, any cause not directly attributable to the National Bank.

Although the National Bank makes every effort to prevent the intrusion and spread of potentially harmful computer programs in its infrastructure, it cannot guarantee that files downloaded from its server will be free from viruses at all times, particularly when the latter are poorly known and capable of spreading rapidly. No compensation will be payable by the National Bank:

- in the event a virus is present in downloaded files
- in the event of intrusion of a virus into a customer's IT infrastructure during the downloading process
- in the event of intrusion of a virus into the customer's IT infrastructure as a result of any other event made possible by this Agreement, in particular the recordation of the customer's name, email address or other identification details in the National Bank's IT system.

The National Bank reserves the right to modify the structure of and access path to its website at any time, as well as the format of the files available on its server. In this case, it must inform the customer in advance.

Identification data (name, address, postal code, municipality, enterprise number, NACE-BEL code, corporate form and legal status) are obtained from the Crossroads Bank for Enterprises. These data are provided for information purposes only and are not considered authentic data.

Applicable law and jurisdiction: this Agreement is deemed to be executed in Belgium. It is governed exclusively by Belgian law.

The courts of the Brussels judicial district shall have exclusive jurisdiction to hear any disputes relating to the conclusion, performance or interpretation of this Agreement.

10. STATEMENT ON THE PROCESSING OF PERSONAL DATA

The National Bank of Belgium, with its registered office at 14 Boulevard de Berlaimont, 1000 Brussels, collects the personal data of subscribers in order to manage subscriptions with the Central Balance Sheet Office and to process, via the Extract application, requests to download annual accounts data. The National Bank bases the processing of these personal data on Article 6.1(b) of the General Data Protection Regulation.⁴

The following data are processed:

- customer data: subscribers' identification and contact details
- the email addresses of Extract users

The data are only accessible to a limited number of National Bank staff responsible for managing subscriptions and data download requests submitted via Extract (on a need-to-know basis). Personal data will never be disclosed to third parties, unless the National Bank is obliged to do so by law or regulation.

Data retention period:

- for subscribers: customer data are kept in the customer database after the end of the Agreement in order to enable subsequent renewal or for future communication on the National Bank's product offering;
- for application users: email addresses requested during a search are automatically deleted from the database after seven days.

⁴ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

Provided the conditions set out in the relevant laws and regulations are met, data subjects are entitled to:

- (1) access and, if necessary, request the rectification of their personal data;
- (2) object to the processing of their data for reasons relating to their particular situation;
- (3) obtain the deletion of their personal data or a restriction on the processing thereof;
- (4) receive their personal data in a structured, commonly used and machine-readable format and transmit them to another processor;
- (5) lodge a complaint with the Privacy Commission if they consider that the processing of their personal data is in violation of the applicable laws and regulations.

To exercise the rights set out under points (1) to (4) above, please send an email the National Bank's data protection officer, dataprotection@nbb.be.

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Central Balance Sheet Office
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Tel. 02 221 30 01
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To be returned

by email to:

client.ba@nbb.be

by post to:

Central Balance Sheet Office
Subscription Management
National Bank of Belgium
14 Boulevard de Berlaimont
1000 BRUSSELS

Internal customer number

Subscription to Extract

The undersigned:
duly authorised to bind:⁵

Address (street name):

No:

Box:

Postal code:

City/town:

Country:

Enterprise number:

Contact person:

Telephone:

⁵ To be completed only if the subscription is for a legal entity; in this case, the full name of the entity, its registered office address and enterprise number must be provided.

Email:

- declares to have read and to unconditionally accept the General Terms and Conditions for subscription to Extract;
- takes out a subscription to Extract for one year at a price of EUR 500;
- would like all future correspondence with the National Bank to be conducted:⁶
 - in English
 - in Dutch
 - in French
 - in German
- agrees to pay the amount due within thirty days from the invoice date, with all transaction costs being borne by the customer;
- declares to have read the statement on the processing of personal data set out in Article 10 of the General Terms and Conditions for subscription to the Extract application.

Date and signature,

⁶ Tick the box that corresponds to your choice.