

NATIONAL BANK OF BELGIUM

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TERMS AND CONDITIONS GOVERNING CURRENT ACCOUNTS OPENED IN CASPER

Version 1.2
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1. SCOPE

The National Bank of Belgium (hereafter the “NBB”), in its capacity of monetary authority, offers the possibility to credit institutions and other money market or capital market participants and to the Belgian State to open Current accounts in its books and to provide payment services to them.

The NBB has developed the current account application Casper (hereafter “Casper”), which replaces the current account application RECOUR as well as the transaction management application WIROW Fin'Markets. The present Terms and Conditions govern the opening and the operation of a current account opened in Casper.

The present Terms and Conditions do not constitute a designated payment system in accordance with the Belgian Law of 28 April 1999 implementing the Settlement Finality Directive.

The payment services provided by the NBB within the framework of these Terms and Conditions are not subject to the Title III on payment services of Book VII of the Code of Economic Law.

By requesting the opening of a Current account, the candidate Account holders automatically agree to these Terms and Conditions, and with any annex or other document forming an integral part of these Terms and Conditions.

2. ANNEXES

The following annexes form an integral part of these Terms and Conditions:

Annex 1: Current account opening forms:

- Annex 1a - Current account opening
- Annex 1b - Power of Attorney

Annex 2: Tariffs

Annex 3: Conditions of use of the Casper Graphical User Interface

- Annex 3.1 - Certification practice statement
- Annex 3.2a - Certificate policies for the ESCB/SSM users' certificates
- Annex 3.3b - Certificate policies for the non-ESCB/non-SSM users' certificates
- Annex 3.3 - Trusted agent terms and conditions

In the event of any conflict or inconsistency between the content of any annex and the content of any other provision in these Terms and Conditions, the latter shall prevail.

3. DEFINITIONS

Account holder: any entity as referred to in Article 4 that holds at least one Current account with the NBB;

BIC: (Business Identifier Code): a code as defined by ISO Standard 9362;

Casper: (Current Accounts application Settling Payments Electronically and Rapidly): the Current account application developed and operated by the NBB and used for the settlement of Payment orders;

CODA: (Coded statement of account): Bank standard specifying the lay-out for the electronic files, by banks to customers, of the account transactions and the information concerning the enclosure in connection with the movement.

Credit balance: a positive balance on a Current account;

Current account: a euro denominated account opened in Casper in which the Account holder's Transactions are recorded;

Customised file transfer: a computerised method of transferring data in a file, adapted and structured according to specific requirements;

Deposit: the depositing of cash to increase the Credit balance of a Current account;

Entry: the recording of a transaction in the NBB's books;

Event of default: any impending or existing event, the occurrence of which may threaten the performance by an Account holder of its obligations under these Terms and Conditions, or any other rules applying to the relationship between that Account holder and the NBB, including

- (a) where the Account holder no longer meets the access criteria laid down in Article 4.1;
- (b) the opening of Insolvency Proceedings in relation to the Account holder;
- (c) the revocation of the Account holder's license as credit institution or investment company;
- (d) any non-compliance, temporary or not, by an Account holder, of one of the liabilities determined in the present Terms and Conditions, in particular a shortage of available funds that does not allow the NBB to effect ex officio debits;
- (e) any change in the Account holder's economic or financial situation which might lead to insolvency or cessation of payments;
- (f) where the Account holder becomes subject to freezing of funds and/or other measures imposed by the Union under Article 75 of the Treaty restricting the Account holder's ability to use its funds;
- (g) where the Account holder becomes subject to the freezing of funds and/or other measures imposed by a Member State restricting the Account holder's ability to use its funds;
- (h) any seizure (writ of sequestration or of fieri facias) or prosecution of an Account holder;
- (i) the submission of an application relating to an Insolvency proceeding referred to in point (b);
- (j) a declaration by the Account holder in writing of its inability to pay all or any part of its debts or a voluntary general agreement or arrangement entered into by it with its creditors, and, in general;
- (k) any event liable to impair the NBB's confidence in the Account holder;

FIFO principle: First-In First-Out principle whereby the first instruction issued is the first to be recorded;

Freezing of a sum: a sum that forms part of an Account holder's Credit balance, but which will be made available only for the execution of the transaction for which that sum has been reserved;

GUI: (Graphical User Interface): user interface that allows Account holders to interact with the Casper application;

Insolvency Proceedings: any collective measure provided for in the law which includes any of the following events, i.e.

- (i) a decision is made by a competent judicial or other authority to implement, in relation to the Account holder, a procedure for the winding-up of the Account holder or the appointment of a liquidator or analogous officer over the Account holder, or any other analogous procedure;
- (ii) a decision is made by a competent judicial or other authority to implement, in relation to the Account holder, a reorganisation measure or other analogous procedure intended to safeguard or restore the financial situation of the Account holder and to avoid the taking of a decision of the kind referred to in point (i);

The taking of crisis prevention measures or crisis management measures within the meaning of Directive 2014/59/EU of the European Parliament and of the Council against an Account holder shall not automatically qualify as the opening of Insolvency Proceeding;

NBB: the National Bank of Belgium nv/sa;

Organic Law: Law of 22 February 1998 establishing the organic statute of the National Bank of Belgium as amended from time to time;

Payment order: an instruction by the Account holder or his mandatory for executing a debit transaction on the Account holder's Current account;

RTGS: (Real Time Gross Settlement): a system of automated transfers carried out on a gross settlement basis and in real time;

Settlement Date: the date on which a Current account is debited or credited and on which a credited amount on a Current account commences or ceases to bear interest;

SWIFT: Society for Worldwide Interbank Financial Telecommunication;

TARGET2: (Trans-European Automated Real-time Gross Settlement Express Transfer system): the Real Time Gross Settlement (RTGS) platform owned and operated by the Eurosystem;

TARGET2 business day: any day on which TARGET2 is open for the settlement of Payment orders;

Terms and Conditions: these terms and conditions governing the opening and operation of a Current account, including its Annexes and sub-Annexes which are an integral part thereof;

Transaction: a credit or debit entry relating to a Current account;

4. OPENING OF A CURRENT ACCOUNT

4.1. Access criteria

The admission of a candidate Account holder is conditioned by the fulfilment of the access criteria and provisions laid down in the Terms and Conditions.

The following types of entities are eligible to open a Current account in Casper:

- (a) the Belgian State;
- (b) financial institutions;
- (c) other legal persons active in the financial field;
- (d) governments and international public institutions.

Current accounts can only be opened in order to allow the NBB to carry out its tasks as described in the NBB's Organic Law and, in particular, within the performance of its central bank activities.

The Account holder must comply on an ongoing basis with all its obligations relating to the prevention of anti-money laundering and the financing of terrorism.

If the candidate Account holder is not established in Belgium, the NBB reserves the right to approve an application for the opening of a Current account only on condition that the candidate Account holder elects domicile in Belgium. That condition will remain valid throughout the period during which the Current account is held. The NBB may therefore send to the address indicated any documents, advice notes, notifications, notices, etc. which directly or indirectly concern the Current account opened.

4.2. Application procedure

The candidate Account holder shall apply in writing to the NBB, as a minimum enclosing the following information:

- (a) name and address of the entity;
- (b) contact details of the entity (phone number and e-mail address);
- (c) website of the entity;
- (d) purpose of the Current account in Casper;
- (e) evidence that the entity belongs to one of the types of eligible entities as listed under Article 4.1.

The NBB may also request any additional information it deems necessary to decide on the application to open a Current account.

The NBB shall reject the application for opening a Current account if:

- (a) the access criteria referred to in Article 4.1 are not met;
- (b) in the NBB's assessment, opening a Current account for the candidate Account holder would jeopardise the NBB's performance of its tasks as described in the Organic Law or would raise risks on the grounds of prudence.

The NBB shall communicate its decision on the application to open a Current account to the candidate Account holder within one month of the NBB's receipt of the application to open a Current account. Where the NBB requests additional information, the decision shall be communicated within one month of the NBB's receipt of this additional information. Any rejection decision shall contain the reasons for the rejection.

4.3. Account opening procedure

Upon admission of the candidate Account holder, the NBB shall open one or more Current accounts in the name of the Account holder. For each Current account the Account holder shall provide the NBB with duly completed Current account opening forms as laid down in Annex 1.

5. OBLIGATIONS OF THE PARTIES

The NBB shall offer the services described in Articles 6 and 7. Save where otherwise provided in the Terms and Conditions or required by law, the NBB shall use all reasonable means within its powers to perform its obligations under the Terms and Conditions, without guaranteeing a result.

The Account holder shall pay to the NBB the fees described in Annex 2 according to Article 10.

The Account holder represents and warrants to the NBB that the performance of its obligations under the Terms and Conditions does not breach any law, regulation or by-law applicable to it or any agreement by which it is bound.

The Account holder shall inform without undue delay the NBB about any change in its legal capacity or in its Article of Associations and shall update in a timely manner all the existing reference data communicated to the NBB (e.g. changes in the information shared via Annex 1).

The Account holders shall immediately inform the NBB if an Event of default occurs in relation to themselves.

The Account holder shall implement adequate security controls to protect its systems from unauthorised access and use. The Account holder shall be exclusively responsible for the adequate protection of the confidentiality, integrity and availability of their systems.

The Account holder shall immediately inform the NBB of any security-related incidents that may have an impact on other Account holders, on the NBB or on the Casper application. The NBB may request further information about the incident and request that the Account holder takes appropriate measures to prevent a reoccurrence of such an incident.

6. MANAGEMENT OF THE CURRENT ACCOUNT

6.1. Functioning of the Current account

The Current accounts opened with the NBB are held in euro.

No debit balance shall be allowed on Current accounts.

If an Account holder has more than one Current account with the NBB, and in the absence of written instructions from that holder, the NBB reserves the right to credit the proceeds of any Transactions for the account or in favour of that holder to any account in that holder's name.

The NBB may by right and without prior notification debit any Current account of an Account holder with any amount which that holder owes to the NBB, regardless of the reason for the debt.

6.2. Credit balances

The Credit balance with which an Account holder may carry out debit transactions is called the "available funds". These funds comprise the Credit balance less the frozen amounts, if any.

The NBB processes all Transactions in accordance with the FIFO principle. The NBB may deviate from this principle if necessary, to ensure smoother and more efficient payments traffic.

The Account holders must at all times show sufficient available funds to pay the debit interest, fees and costs charged by the NBB.

6.3. Power of attorney

Account holders may grant power of attorney to third parties to send Payment orders/operate the Current account on their behalf. Such power of attorney may apply to all Current accounts of the Account holder or may be restricted to a list of Current accounts.

For that purpose, the Account holder must provide the NBB with an authorisation indicating the scope and validity of the mandate by completing and duly signing the power of attorney form available in Annex 1b to the Terms and Conditions. In addition, the Account holder must inform the NBB by e-signed e-mail or registered letter of any subsequent change in the power of attorney. Each modification to the list of power of attorney must be communicated by a new power of attorney form (Annex 1b).

The NBB shall consider the power of attorney to remain valid and enforceable unless it is informed by e-signed e-mail or registered letter of the power of attorney's withdrawal or cancellation, or as long as it has no knowledge of any legal reason which might lead to termination of the mandate.

Account holders will be liable for the consequences of non-compliance with these formalities.

7. **SUBMISSION AND PROCESSING OF PAYMENT ORDERS**

7.1. Casper business days & hours

7.1.1. Casper business days

Casper shall operate on TARGET2 business days, daily throughout the year except on Saturdays, Sundays, 1 January, Good Friday and Easter Monday, 1 May (Labour Day), 25 and 26 December.

This means that Transactions on Current accounts will be executed only on these TARGET2 business days.

If, by way of exception, the NBB decides to close Casper on any other day than the TARGET2 closing days, the NBB shall inform the Account holders in advance to the extent possible.

7.1.2. Casper business hours

Casper follows the daily operating hours of TARGET2, opening at 7 a.m. CET and closing at 6 p.m. CET. If the daily operating hours of TARGET2 are amended, the Casper business hours shall be adapted accordingly and the NBB shall inform the Account holder in advance to the extent possible.

If, for any other exceptional reason, the NBB decides to change the Casper business hours, the NBB shall inform the Account holder in advance to the extent possible.

7.2. Type of transactions

7.2.1. Payment transactions

Credit transactions: credit Entry on the Current account of an Account holder resulting from a Deposit or a transfer.

Debit transactions: debit Entry on the Current account by which an Account holder disposes of its available funds by a transfer.

7.2.2. Ex officio transactions

Interests will be charged automatically by the NBB to the holder's Current account.

The NBB automatically debits the Current account for fees resulting from operations carried out for the account of the Account holder (see Article 10.1 and Annex 2).

7.3. Submission of Payments orders

Account holders may issue Payment orders to the NBB via various channels. If a particular channel is not available, the NBB may make the proper, prompt execution of Payment orders conditional upon the use of a different channel.

Formal requirements may be imposed by the NBB, according to the channel selected. Failure to comply with such requirements may lead to rejection of the Payment orders. If owing to non-compliance by the Account holder with the requirements of the selected channel, Payment orders are processed incorrectly or late, responsibility will rest with the Account holder.

Account holders may issue Payment orders to the NBB via the following channels:

- SWIFT:
For this purpose, the Account holder and the NBB must exchange electronic keys in accordance with a procedure specified by SWIFT. In addition, the Account holder will inform the NBB of the current BIC addresses from which valid Payment orders may be issued concerning the Current account in question.
- Casper GUI:
In accordance with Annex 3, Account holders with access to the Casper GUI and access rights to the Casper user input screens, shall manually enter Payment orders in Casper.
- Customised File Transfer:
The NBB will be free to accept certain types of Transaction for which Account holders issue instructions in the form of a Customised File Transfer. The format and authentication procedures will be agreed according to specific requirements determined and communicated by the NBB.
- E-signed e-mail
Account holders may issue Payment orders by e-signed e-mail upon request and after approval by the NBB.

In exceptional circumstances, the NBB may also accept that, at the request of the Account holder, Payment orders are issued by fax or by post.

The NBB shall take on a best effort base all reasonable measures deemed necessary in order to enter in Casper Payment orders issued by e-signed e-mail, fax or by post without being committed to any results whatsoever. In particular, the NBB has the right to refuse to process

Payment order which is ambiguous, incomplete or incoherent or which contains errors. The NBB shall as far as reasonably possible try to inform the Account holder of this dismissal. The Account holder acknowledges and agrees that, in case of dispute regarding Payment order sent by e-signed e-mail, fax or post to the NBB, only the copy of the e-signed e-mail, fax or document received by the NBB shall be admissible as evidence of the submitted Payment orders.

7.4. Cut-off times

7.4.1. Payment orders submitted through SWIFT

For Payment orders with value date¹ being the date of their receipt by the Bank and submitted by the Account holder via SWIFT the following cut-off times are applicable:

| Type of payment | Cut-off times |
|-----------------------------|---------------|
| Customer payment MT103(+) | 4.30 p.m. CET |
| Interbank payment MT202 | 5.30 p.m. CET |
| Liquidity transfer camt.050 | 5.30 p.m. CET |

These cut-off times are fixed to ensure that the Entry can be recorded on the same day. The execution of Payment orders submitted after these cut-off times cannot be guaranteed. In exceptional circumstances, pursuant to a request from the Account holder and with the authorisation of the NBB (service Payments & Securities - Casper Helpdesk), a deviation on these cut-off times can be allowed (within the Casper business hours according to Art. 7.1.2.).

7.4.2. Payment orders submitted via the GUI

For Payment orders submitted via the Casper GUI with booking date² being the date of their entry into the Casper GUI, the following cut-off times are applicable:

| Type of payment | Cut-off times |
|----------------------------------|---------------|
| User Input Customer | 4.30 p.m. CET |
| User Input Financial Institution | 5.30 p.m. CET |
| User Input Liquidity transfer | 5.30 p.m. CET |

These cut-off times are fixed to ensure that the Entry can be recorded on the same day. The execution of Payment orders submitted after these cut-off times cannot be guaranteed. In exceptional circumstances, pursuant to a request from the Account holder and with the authorisation of the NBB (service Payments & Securities - Casper Helpdesk), a deviation on these cut-off times can be allowed (within the Casper business hours according to Art. 7.1.2.).

7.4.3. Other Payment orders

Payment orders sent by the Account holder via another channel than SWIFT or GUI will be executed by the NBB as soon as possible after their receipt. However, the NBB does not guarantee that the Entry will be recorded on the day of the receipt of the Payment order. The Entry will be recorded at the latest on the following Casper business day.

7.5. Deletion of Payment orders

¹ Name of the field in the SWIFT message, corresponding with the Settlement date as defined under Article 3.

² Name of the field in the Casper GUI, corresponding with the Settlement date as defined under Article 3.

Payment orders not executed at the end of their Settlement date (e.g. due to a lack of funds) shall automatically be deleted.

7.6. Irrevocability of Payment orders

Once an Account holder has issued a Payment order, it will be irrevocable from the moment of issue. In the case of Payment orders issued via SWIFT, GUI, Customised File Transfer, the moment of issue will be the time of acceptance of the instruction by the transmission channel concerned; in the case of Payment orders issued via e-signed e-mail, post or fax, the moment of issue will be the time when the Payment order is received by the NBB.

A Payment order will become definitive, i.e. it may no longer be revoked for any reason whatsoever, once the corresponding amount has been entered on the Current account.

7.7. Settlement date

The NBB will not allow Payment orders with a Settlement date in the past.

Casper will record Payment orders with a Settlement date that is the date on which the Transaction is executed. Payment orders may be submitted up to 30 calendar days before the specified Settlement date.

The NBB will only allow Payment orders with a Settlement date on a Casper business day. Any Payment orders with a Settlement date on a Casper closing day will automatically be rejected.

8. FREEZING OF A CURRENT ACCOUNT

Freezing a Current account means that the NBB indiscriminately refuses all new Transactions against or in favour of a particular Account holder's Current account, and that any Transactions being processed are cancelled.

A Current account shall be frozen, without prior notice and with immediate effect if one of the following Events of default occurs:

- the opening of an Insolvency Proceedings;
- the Account holder does no longer meet access criteria laid down in Article 4.1;
- the revocation of the license as credit institution or investment company.

The NBB may freeze the Current account(s) without any prior notice and with immediate effect, if one of the following Events of default occurs:

- any non-compliance, temporary or not, by an Account holder, of one of the liabilities determined in the Terms and Conditions, in particular a shortage of available funds that does not allow the NBB to effect ex officio debits;
- any change in the Account holder's economic or financial situation which might lead to insolvency or cessation of payments;
- the Account holder becomes subject to freezing of funds and/or other measures imposed by the Union under Article 75 of the Treaty restricting the Account holder's ability to use its funds;
- the Account holder becomes subject to the freezing of funds and/or other measures imposed by a Member State restricting the Account holder's ability to use its funds;
- any seizure (writ of sequestration or of fieri facias) or prosecution of an Account holder;
- a declaration by the Account holder in writing of its inability to pay all or any part of its debts or a voluntary general agreement or arrangement entered into by it with its creditors;
- the submission of an application relating to an insolvency proceeding, and, in general;
- any event liable to impair the NBB's confidence in the Account holder.

Whether or not that option is exercised implies no liability whatsoever on the part of the NBB as regards the Account holder in question or any other Account holders.

The NBB will decide on the period for which a Current account is frozen, according to the reason for freezing the account.

9. UNICITY OF ACCOUNTS – CLOSE-OUT NETTING – GUARANTEES

9.1. Unicity of accounts

The various accounts of which an Account holder is holder in the NBB's books form, unless otherwise agreed and insofar their operating procedures allow, a single, indivisible account. If an Event of default occurs, the NBB is entitled to set off the various balances on those accounts against one another and apply any remaining Credit balance to pay or discharge all amounts which the Account holder owes to the NBB for any reason whatsoever, up to the amount owed.

9.2. Close-out netting

In case of a bankruptcy or in case of a situation of *concursum creditorum* affecting the Account holder, the NBB closes out in anticipatively and automatically the Transactions concluded with it and will declare all of its obligations as being immediately due. In addition, the mutual obligations between the NBB and the Account holder will automatically be set off against each other and the party owing the higher amount will pay to the other the difference between the amounts owed. The exercise of these rights by the NBB does not grant the Account holder any right to indemnification.

9.3. Guarantees

Without prejudice to the exercise of the NBB's preferential right pursuant to Article 7 of the Organic Law, all securities or negotiable instruments provided to the NBB as collateral for a credit facility or for the successful completion of any Transaction will constitute a single guarantee which, after completion of the intended Transaction, will provide security for the due settlement of all other debts owed by the Account holder to the NBB, falling outside the scope of the monetary policy operations. If the rights granted under Article 9.2 are exercised, the NBB may book partial amounts against the various debts owed to it by the Account holder.

10. FINANCIAL REGIME

10.1. Fees/Tariffs

The list of current fees related to the opening and the operation of the Current account and to the Transactions carried out is described in Annex 2. The list of current fees is also available on the internet website of the NBB (www.paymentsystems.be) and can be obtained upon request.

The fee structure as described in Annex 2 may be unilaterally adjusted at any time by the NBB, subject to sending a prior notice to all Account holders in accordance with Article 13.

10.2. Interests

The NBB determines, depending on the case and taking into consideration its missions and objectives, the interest rate applicable to the Credit balance of a Current account. This interest rate can be negative. A negative interest rate shall entail a payment obligation of the Account holder to the NBB including the right of the NBB to debit the relevant Current account accordingly.

Any information or modification relating to the applied interest rate will be communicated in accordance with Article 13.

11. LIMITATION, LIABILITY AND EVIDENCE

11.1. Limitation

Without prejudice to any shorter statutory limitation periods, any contractual or non-contractual claim on the Bank arising from or connected with the Current account relationship governed by these rules will lapse after three years; that period will commence on the first day following the event which caused the loss or damage.

11.2. Liability Regime

In performing their obligations pursuant to the Terms and Conditions, the NBB and the Account holder shall be bound by a general duty of reasonable care in relation to each other.

The NBB shall be liable to its Account holders in cases of fraud (including but not limited to wilful misconduct) or gross negligence, for any loss arising from or connected with the Current account relationship governed by the Terms and Conditions. In case of ordinary negligence, the NBB's liability shall be limited to the Account holder's direct loss, i.e. the amount of the Transaction in question and/or the loss of interest thereon, excluding consequential loss.

The NBB is not liable for any loss that results from any malfunction or failure in the technical infrastructure (including but not limited to the NBB's Casper application) if such malfunction or failure arises in spite of the NBB having adopted those measures that are reasonably necessary to protect such infrastructure against malfunction or failure, and to resolve or mitigate the consequences of such malfunction or failure.

The NBB shall not be liable:

- (a) To the extent that the loss is caused by the Account holder; or
- (b) If the loss arises out of external events beyond the NBB's reasonable control (*force majeure*).

The NBB and the Account holder shall take all reasonable and practicable steps to mitigate any damage or loss referred to in this Article.

11.3. Evidence

Regardless of the nature and value of the act to be proved, the NBB may always provide anyone with evidence in both civil and commercial matters by producing a copy or reproduction of the original document. The copy or reproduction will have the same value as evidence as the original document, regardless of its form.

The Account holder accepts that electronic or written records of data by the NBB shall be accepted as a means of evidence of the Transactions processed through the Casper application, regardless the medium/form on which these data are recorded.

The NBB shall keep complete records of Payment orders and Transactions for a period of ten (10) years from the time such Payment orders and Transactions are executed.

The NBB's own books and records shall be accepted as a means of evidence of any obligations of the Account holder and of any facts and events that the parties rely on.

12. CLOSURE OF CURRENT ACCOUNTS

Account holders may close their Current account(s) at any time by notification in writing provided they give the NBB seven (7) Casper Business days' notice thereof. The NBB may also close a Current account at any time provided it gives the Account holder three (3) Casper business days' notice.

If a Current account is frozen pursuant to Article 8, then without prejudice to the provisions of Article 9.1 the NBB will be entitled to close that Current account without notice and without prior notification.

Any Credit balance on the Current account to be closed will be made available to the Account holder after the ex officio debiting of the estimated total owed to the NBB by the Account holder. Final settlement of the amounts owed to the NBB by the Account holder will be executed within a reasonable period.

13. CORRESPONDANCE, STATEMENTS OF ACCOUNT AND EXCHANGE OF INFORMATION

13.1. Statement of account

The NBB will draw up statements for the Account holder showing the previous balance, the Transactions recorded and the new balance of the Current account. Other information may also be communicated on these statements.

Statements will be sent out to the Account holder according to the Current account opening form laid down in Annex 1a. Statements will be sent via SWIFT or e-signed e-mail (CODA statements or PDF files). Account holders with GUI access may request their statements via the Casper application.

Account holders must notify the NBB immediately of any errors noticed in such statements. The NBB will investigate such notifications and make any necessary corrections.

13.2. Notices

Without prejudice to the last paragraph of Article 4.1, and except where otherwise provided for in the Terms and Conditions, notices and communications required or permitted pursuant to the Terms and Conditions shall be sent by the NBB to Account holders to the address, e-mail address and/or BIC indicated in the Current account opening form laid down in Annex 1a or to the latest address, e-mail address or BIC notified by the Account holder since then.

To provide evidence that a notice or communication has been sent, it shall be sufficient to prove that the notice was delivered to the relevant address or that the envelope containing such notice was properly addressed and posted. All notices shall be given in Dutch, French or English.

Except where otherwise provided for in the Terms and Conditions, correspondence intended for the NBB concerning Current accounts shall be sent to casper.helpdesk@nbb.be or to the following address:

National Bank of Belgium
Payments and securities
Boulevard de Berlaimont 14
1000 Brussels

13.3. Consultation of information

The NBB will make some functionalities of the Casper application available to Account holders with GUI access. Account holders will be offered the possibility to consult their Current accounts on a real-time basis as well as their Transactions.

13.4. Casper helpdesk

Account holders can contact the Casper helpdesk for questions, business service requests and connectivity issues related to Casper via casper.helpdesk@nbb.be or +32 2 221 20 48.

The Casper helpdesk is available on all Casper business days from 8 a.m. CET until 6 p.m. CET.

14. PROTECTION OF PERSONAL DATA

Any processing of personal data in the framework of the Terms and Conditions, including the processing or hosting of personal data in Casper, by the NBB and the Account holder shall be done in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – GDPR) and any other applicable legislation relating to the protection of personal data and each party is responsible for respecting the obligations that are applicable to it.

The NBB and the Account holder act as separate data controllers for the processing of personal data on their own behalf and for their own purposes. The NBB processes the personal data in the framework of the Terms and Conditions in accordance with Article 6.1, (b) and (c) of the GDPR and in accordance with the legislation relating to the prevention of money laundering and the financing of terrorism. The NBB does not process personal data as a data processor. The Account holder shall inform the NBB without undue delay of any change relating to the personal data it has communicated in the framework of the Terms and Conditions.

The personal data that is processed by the NBB in the framework of the Terms and Conditions can only be accessed on a need-to-know basis by a limited number of NBB staff. The personal data will not be provided to third parties, unless the NBB is obliged to do so by virtue of the laws and regulations. The personal data will be stored as long as is strictly necessary for the purposes of these Terms and Conditions and for the purposes of Casper and in no case longer than 10 years after the execution of a transaction or the closure of the account.

Provided that the conditions laid down in the applicable laws and regulations are met, the concerned persons are entitled to: (1) access their data and, as the case may be, rectify them; (2) object to such processing on grounds relating to your particular situation; (3) obtain the erasure of such data or restriction of processing; (4) receive those data in a structured, commonly used and machine-readable format, and to transmit those data to another controller; (5) lodge a complaint with the Data Protection Authority if they consider that this processing infringes the applicable laws and regulations. In order to exercise the rights listed in (1) to (4) the NBB's Data Protection Officer can be contacted by e-mail at the following address: dataprotection@nbb.be.

The Account holder acknowledges that, insofar as data transmission services offered by SWIFT are used, SWIFT processes the data, including personal data, in accordance with its contractual documentation which is available on www.swift.com.

The Account holder acknowledges and agrees that, if applicable, the NBB (in its capacity of Registration authority) and the Banco de España (in its capacity of Certification authority) shall process some Account holders' data, including personal data, with the aim of providing electronic certificates services in the ESCB-PKI infrastructure on behalf of the Eurosystem supporting the Account holder's VPN connection with the Casper GUI.

15. FINAL PROVISIONS

15.1. Amendment procedure

The NBB has the right to unilaterally amend at any time the provisions of the Terms and Conditions including its Annexes. The notice of such amendments shall be sent to Account holders in accordance with Article 13.2 and shall indicate when the amendments take effect.

Amendments shall be deemed to have been accepted unless the Account holder expressly objects within the 14 days of being informed of such amendments. In the event that an Account holder objects to the amendment, the NBB is entitled to immediately close any of its Current accounts.

The latest version of the Terms and Conditions and its Annexes are published on the website of the NBB (www.paymentsystems.be)

15.2. Severability

If any provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, this shall not prejudice the applicability of all the other provisions of these Terms and Conditions. The NBB shall replace as soon as possible the invalid, illegal or unenforceable provision by a valid, legal and enforceable one, the legal effect of which being as close as possible to the intent of the invalid, illegal or unenforceable provision.

15.3. Governing law and competent jurisdiction

The Terms and Conditions governing the Current account opened in Casper shall be governed by Belgian law.

Any disputes arising from the application or interpretation of the Terms and Conditions or any Transactions regulated by these Terms and Conditions fall under the exclusive competence of the Brussels courts.

15.4. Entry into force

These Terms and Conditions become effective from 19/10/2020.