

These ING Payconiq General Terms and Conditions are available and applicable as of 01/02/2021.

## **1. Definitions**

The terms set out below are defined as follows for the purposes of these ING Payconiq General Terms and Conditions:

- **Bank**: ING Luxembourg, a public limited company listed on the Trade and Companies Register under number B 6041 and having its registered office at 26, Place de la Gare, L-1616 Luxembourg (B.P. L-2965 Luxembourg);
- Payconiq: **PAYCONIQ INTERNATIONAL S.A.** (formerly DIGICASH PAYMENTS S.A.) a public limited company listed on the Trade and Companies Register under number B 169 621 and having its registered office at 9-11, rue Joseph Junck, L-1839 Luxembourg;
- **Payconiq Service**: the payment services described in Article 2.2 allowing Customers to make secure payment and money transfer transactions, using a compatible Device with the App installed;
- **Payment transaction**: any payment transaction or money transfer made via the Payconiq Service;
- **General Terms and Conditions – Internet and Remote Selling**: the applicable terms and conditions governing the use of Internet access provided by the Bank to its Customers, which are available on request in branch and on the [www.ing.lu](http://www.ing.lu) website or on request at the address given below;
- **General Terms and Conditions of the Bank**: the general terms and conditions and its appendices applicable to the Bank's services, which are available on request in the Bank's branches and which are available on the [www.ing.lu](http://www.ing.lu) website or on request at the address given below.
- **ING Payconiq General Terms and Conditions**: these special conditions setting out the terms and conditions of use of the Payconiq Service. These General Terms and Conditions are available on the Bank's website [www.ing.lu](http://www.ing.lu) or on request in branch;
- **Customer**: any account holder, joint holder or agent of an Account, having subscribed to the General Terms and Conditions of the Bank, the General Terms and Conditions – Internet and Remote Selling and these ING Payconiq General Terms and Conditions;
- **Internet Access**: the online banking service via the transactional part of the Bank's Website enabling the Customer to perform various operations, as described in Article B8 of the General Terms and Conditions - Internet and Remote Selling;
- **Mobile Device**: tablets and mobile devices supporting the application ING Payconiq as described on the [www.ing.lu](http://www.ing.lu) website and in the app stores in which the ING Payconiq Application is available;
- **Application**: the ING Payconiq application to be downloaded by Customers who wish to use the Payconiq Service;
- **PIN code**: the personal secret code freely defined by the Customer when subscribing to the Payconiq Service, containing at least 5 digits, which can be changed freely;
- **Account**: current account or ING Orange Account opened in euro currency with the Bank on which the transactions carried out through the Payconiq Service are recorded and referenced by the Customer when subscribing to the Payconiq Service for the execution of payment transactions;
- **ING Orange Account**: current account opened only on the Bank's website and managed only through Internet Access;
- **Data**: personal or non-personal data processed by the Bank, Payconiq and their suppliers and subcontractors in order to provide the Customer with access to the Payconiq Service. These include surnames, first names, date of birth, email address, account number, mobile phone number, Identifiers and the technical information collected by the Bank when Customers register for and use the Payconiq Service;
- **Contact Center**: the customer service department that the Customer may contact for all information necessary to log into and use the Payconiq Service, the contact details of which are [contact.center@ing.lu](mailto:contact.center@ing.lu), tel. +352 44 99-1;
- **Identifiers**: any information and data, allowing the identification of the Mobile Device and the Customer as recorded during the subscription process for the Payconiq Service, including mobile phone number as referred to in Article 2.5 of these ING Payconiq General Terms and Conditions;
- **Consumer**: a natural person acting for purposes that fall outside the scope of his/her commercial, industrial, craft or professional activity;
- **Professional activity**: the ordering and/or use of the Payconiq Service by a person acting for purposes that fall within the scope of his/her commercial, industrial, craft or professional activity;
- **LuxTrust**: LuxTrust S.A., an IT company incorporated under Luxembourg law that provides advanced certification, authentication and electronic signature services to the public and is regulated as a financial sector professional;
- **Remote selling**: any subscription to the Payconiq Service and/or subscription to these ING Payconiq General Terms and Conditions using only one or more methods of distance communication, up to and including the conclusion of the relevant contract, via the Bank's website;
- **ing.lu** (<http://www.ing.lu>): web address providing access to the Bank's website;
- **Consumer Code**: the code introduced by the Law of 8 April 2011, as amended.

## **2. Operation of the Payconiq Service**

### **2.1. Conditions of admission to the Service**

2.1.1. Any natural person who is the holder or joint holder of an Account and who has accepted the General Terms and Conditions – Internet and Remote Selling is entitled to request access to the Payconiq Service which allows him/her to make secure payment transactions via a Mobile Device with the Application installed.

However, the Bank remains free to refuse access to the Payconiq Service without justifying its decision.

The Bank may reject the Payconiq Service request if the information provided by the Customer is incomplete or inaccurate

2.1.2. In order to access to the Payconiq Service, the Customer must accept the ING Payconiq General Terms and Conditions by following the registration procedure in the Application.

2.1.3. Access to the Payconiq Service is granted only for the Account(s) on which the Customer has the sole power to use the said Account(s) and for which the Customer has Internet Access.

2.1.4. Each joint holder may solely subscribe to the Payconiq Service. The joint holder shall inform the other joint holder(s) of this and shall hold the Bank harmless in case of any harm resulting from the failure to inform the joint holder(s).

Each account holder or joint holder shall remain fully responsible vis-à-vis the Bank for the transactions that he/she has made through the Payconiq Service. Such transactions will be binding on other joint owners, in accordance with the general theory of the mandate.

## **2.2. Description of the services**

2.2.1. The purpose of the Payconiq Service is to provide Customers with a secure solution with which to make payment transactions through an Application installed on their Mobile Device. With the Payconiq Service, Customers can:

- Issue payment orders by scanning a Payconiq QR code to pay a merchant or invoice ("Pay a Merchant");
- Send payment requests to other users who have also subscribed to the Payconiq Service ("Request a Payment");

Optionally, if the user agrees to share his/her phone number and provide access to the phonebook directory of his/her Mobile Device to Payconiq, he/she can also ("Pay to phone contact"):

- Send payments to other users who have also subscribed to the Payconiq Service;
- Receive payments from other users who have also subscribed to the Payconiq Service.

The Bank may make other features available to Customers through the Application.

The Payconiq Service is provided solely for the Account(s) that the Customer specified when subscribing to the Payconiq Service via the Application.

2.2.2. Weekly usage limits are set when the Payconiq Service is activated, as described in Article 2.7 below.

2.2.3. However, the Bank reserves the right to reduce the usage limits, particularly in the event of suspected fraudulent use.

2.2.4. The Customer may not use the Payconiq Service to make payments for unlawful transactions or services. Notwithstanding the foregoing, Customer remains obliged to pay to the Bank for all amounts debited from the Account.

## **2.3. Internet access and appropriate use of the Payconiq Service**

2.3.1. In order to be able to register for and subscribe to the Payconiq Service, the Customer must have a Mobile Device enabling him/her to connect to the Application via a telecommunications network.

In order to log in, the Customer must also have subscribed to a "Token" or "LuxTrust mobile" authentication provided and marketed by LuxTrust, or any other means of authentication accepted by the Bank.

2.3.2. It is the Customer's responsibility to take all necessary measures to ensure that the technical features of the Mobile Device and telecommunications network allow access to the Payconiq Service.

## **2.4. Execution of payment transactions**

2.4.1. The Customer may only use the Payconiq Service within the usage limits of the Account(s).

2.4.2. Execution of any payment transaction linked to the Account must be approved by a confirmation procedure that the Application indicates to the Customer depending on the transaction undertaken. The time of receipt of the order is when the order was approved by means of a biometric or personal identification number (PIN) (depending on the Mobile Device model: fingerprint or face ID) if the Customer has activated any of these features on his/her Mobile Device.

As part of the Payconiq Service, the Customer may only activate, in accordance with Article 2.8. of these ING Payconiq General Terms and Conditions, the fingerprint or facial identification (faceID) of a specific Mobile Device of which he/she is the sole user. In addition, he/she may record only his/her own fingerprints or face for the fingerprint or face recognition function on the same Mobile Device.

2.4.3. Payment transactions are validated by typing in a personal identification number (PIN code) or, depending on the Mobile Device, the fingerprint or the face identification (faceID) of the Customer if the Customer has activated this feature on his/her Mobile Device.

2.4.4. Any payment transaction made in one of the ways described above shall be presumed to have been authorised by the Customer.

2.4.5. Any payment transaction not validated by the Customer will not be executed. Conversely, any validated payment transaction will be executed by the Bank.

2.4.6. The Bank is thus expressly authorised to debit the transaction amount from the account.

2.4.7. The Customer should immediately verify the authenticity and accuracy of the details given in the receipt for each transaction with a merchant and/or in his/her account statements.

## **2.5. "Pay to Phone Contact" transactions**

2.5.1. The "Pay to Phone Contact" Service allows the Customer to transfer money account-to-account if the other person has also subscribed to the Payconiq Service.

On an optional basis, if the user agrees to share his/her phone number and give Payconiq access to his/her phonebook directory, he/she may also view his/her contacts who have subscribed to the Payconiq Service, with whom he/she can make transfers. The Customer may disable this service at any time via the Application.

2.5.2. In order to use this transfer functionality, the Customer must first link an Account with an identifier such as a mobile phone number provided by the Customer and accepted by the Bank through the Application. Consequently, the Customer is informed and expressly accepts that this identifier and his/her full name is transferred to Payconiq. Payconiq may inform other users of the Payconiq Service who know this identifier that the Customer is also a user of the Payconiq Service. For example, other users with the

Customer's mobile phone number in their telephone contacts may see that the Customer is a user of the Payconiq Service.

2.5.3. In order to verify the accuracy of the Customer's mobile phone number, a message (SMS, push, email or other) will be sent to the mobile telephone number entered by the Customer. This message will contain a code, link or other means of activation through which the "Pay to Phone Contact" service can be activated.

2.5.4. For other types of identifiers such as those provided by social networks, an adequate verification procedure will be used, provided that the Customer allows third parties access to his/her profile or user account if such access is required for the operation.

2.5.5. The Customer's mobile telephone number may also be used for identity validation purposes, activation or reactivation of the Payconiq Service or for other ancillary functions.

2.5.6. The Customer undertakes to inform the Bank of any change to his/her mobile phone number.

2.5.7. If the Customer changes or loses his/her mobile telephone number, he/she undertakes to contact the Contact Center to disable the Payconiq features linked to this number. The Contact Center service is available during the Bank's business hours via the telephone number (+352) 44 99-1 or by email: [Contactcenter@ing.lu](mailto:Contactcenter@ing.lu)

## **2.6. Making a payment**

2.6.1 Any order of any kind is irrevocable as soon as it has been made and validated by the Customer.

Validated payment orders in favour of another Customer or user having activated the "Pay to Phone Contact" service with another bank offering the Payconiq Service, using the "Pay to Phone Contact" service and having provided a mobile telephone number, are also irrevocable.

2.6.2. The Bank cannot be held liable if the Customer incorrectly typed the beneficiary's mobile telephone number, resulting in non-execution or improper execution of a payment transaction.

## **2.7. Usage limits**

2.7.1. A maximum daily and weekly payment amount (from 12 am Monday to 12 am the following Monday) is set by the Bank for the Payconiq Service regardless of the availability limits on all accounts combined. It is currently EUR 1,250 per day and EUR 5,000 per week. The Bank also reserves the right to block the payment and transfer functionality at any time.

2.7.2. In particular, the Bank reserves the right to change the usage limits at any time:

- in the event of an identified fault of the Application;
- in the event of a suspicion of fraudulent use.

## **2.8. Form of consent - Proof of payment transactions**

2.8.1. Any transaction carried out via the Payconiq Service confirmed by the entry of the PIN code, or by the Customer's fingerprint or by face ID, is deemed to come from the Customer and only the Customer.

2.8.2. Evidence that a transaction has been made and completed correctly is provided by the Bank in the form of the records kept by the Bank and/or Payconiq.

The Customer agrees that the electronic records of the Bank and/or Payconiq, regardless of their medium (paper, microfiche or other), constitute formal and sufficient proof that the payment transactions have been carried out by the Customer him/herself. In this respect, the electronic records held by the Bank of all payment transactions shall constitute a sufficient mode of proof. By way of derogation from Article 1341 of the Civil Code, it is up to the Customer to provide evidence to the contrary.

2.8.3. Payment transactions or transfers carried out via the Application and involving a movement on an Account are stated in the Account extracts.

2.8.4. The Customer accepts that these records constitute formal and sufficient proof that the relevant transactions have been authorised by the Customer.

## **2.9. Security regulations**

2.9.1. The PIN code has a strictly personal and non transferable nature.

The Customer undertakes to take all the measures of prudence and security required for the proper use of the Payconiq Service.

These security measures should preserve the Customer's personal codes and ensure the reliability of the Mobile Device that he/she uses.

In particular, the Customer undertakes to strictly comply with all instructions for accessing and using the Payconiq Service and the security rules.

In this respect, the Customer undertakes not to assign or disclose his/her Identifiers or other security features to third parties, not to keep them on or near his/her Mobile Device or in his/her contact list, not to enter them in the presence of third parties and to change them regularly.

The Customer assumes full responsibility for the use of the Payconiq Service and his/her Identifiers, which are strictly personal and non-transferable.

The Customer is solely responsible for direct and indirect harm resulting from unlawful, improper or wrongful access/use or attempted access/use of the Payconiq Services, particularly as a result of a failure to comply with the security instructions set out in these ING Payconiq General Terms and Conditions and in the system, and of the actions of third parties.

2.9.2. As soon as the PIN code is chosen and activated, the Customer is responsible for keeping the codes secret, for keeping his/her Mobile Device under close supervision while logged in, for logging out and for carrying out anti-virus checks on his/her Mobile Device. The Customer is obliged to take all necessary measures to protect its security and, in particular, he/she undertakes not to disclose his/her PIN code to any third party, not to write it down and not to use automatic storage of passwords and personal identification numbers on his/her Mobile Device.

The Customer also undertakes to equip his/her Mobile Device effectively against malicious harm, including, but not limited to, malware such as viruses or Trojan horses, etc.

Failure to observe these security instructions shall be deemed to constitute gross negligence and shall render the Customer liable to bear the totality of any loss resulting from the fraudulent use of

the Payconiq Service until such time as it is reported in accordance with Article 2.10.4. below.

2.9.3. The Bank shall make every effort to ensure the continuity of the Payconiq Service and to keep its systems secure. However, it may, without compensation and without notice, interrupt the Payconiq Service occasionally and in a reasonable manner to maintain, update or improve it.

2.9.4. If the Customer no longer holds the mobile telephone number linked with the "Pay to Phone Contact" Service, he/she undertakes to change the number by following the relevant procedure, of which the Customer may be informed on request.

### **2.10. Loss or theft**

2.10.1. In the event of theft, loss or fraudulent use of the Payconiq Service, if the Customer believes that a third party has had access to his/her Identifiers or Mobile Devices, the Customer must immediately notify the Contact Center service, which can be reached during Bank business hours via the telephone number (+352) 44 99-1. Notification by telephone must immediately be confirmed by writing to the Bank or by secure messaging via the Customer's Internet Access.

2.10.2. The Customer shall notify the Contact Center by telephone during the Bank's opening hours, as soon as he/she becomes aware of any malfunction, loss or theft of his/her Identifiers and any risk of misappropriation of such Identifiers, as well as any transaction made on his/her account without his/her knowledge or in error. Notification by telephone must immediately be confirmed by writing to 26, place de la Gare, L-2965 Luxembourg, or by secure messaging via the Customer's Internet Access.

The Customer shall give the Bank any information he/she has about the circumstances of the loss or theft and should take the necessary measures. Where appropriate, he/she shall provide the Bank with a copy of the declaration of loss/theft made to the relevant police authorities. The Customer may deactivate the Payconiq Service by contacting the Contact Center service, which is available during the Bank's business hours via the telephone number (+352) 44 99-1 or by email: [Contactcenter@ing.lu](mailto:Contactcenter@ing.lu)

2.10.3. The Customer shall bear, within the limits provided by law, all losses related to any unauthorised payment transaction resulting from the use of the Payconiq Service until the Contact Center service is notified or until the Payconiq Service is deactivated as set out in Article 2.10.1.

The Customer shall not, in principle, bear the financial consequences of the fraudulent use of the Payconiq Service after notice is given or the Payconiq Service is deactivated at the Customer's own initiative.

However, the Customer shall bear, without any limit on the amount, all losses caused by unauthorised payment transactions, even after notification as mentioned above, in the following cases:

- where such losses result from fraudulent action on the Customer's part or the fact that the Customer has not complied with the terms and conditions governing the use of the Payconiq Service, whether intentionally or as a result of gross negligence. This will also be the case if the Customer delays in informing the Bank of the loss, theft or misappropriation of his/her Mobile Device and/or his/her Identifiers or, in general, any unauthorised use of the Payconiq Service.

- If the Customer is not a Consumer within the meaning of the Consumer Code or uses the Payconiq Service as part of his/her professional activity.

2.10.4. The Customer is solely responsible for the safekeeping of his/her PIN code. The correct use of the Payconiq Service by a third party involving the entry of the PIN code shall be deemed to constitute proof that the PIN code was accessible to a third party. However, the Customer shall be authorised to submit evidence to the contrary.

2.10.5. Without prejudice to the rules relating to business addresses provided for in the applicable General Terms and Conditions of the Bank, in the event of failure to dispute a statement of account within 60 days of the date of issue thereof, the statement shall be deemed to be accurate and approved by the Customer.

### **2.11. Recognition of transactions and account statements**

Transactions with the Payconiq Service are recorded in the Account as the Bank receives the records of transactions transmitted by the Payconiq system.

### **2.12. The Bank's liability**

2.12.1. The Bank is not liable for malfunctions of the Payconiq Service due to defects resulting from the telecommunications networks used for the Service, the Internet Service Provider (ISP) or, in general, from any cause not directly attributable to the Bank.

2.12.2. The Bank shall remain unrelated to any dispute that may arise between the Customer and a telecommunications service provider whatsoever, and in particular with regard to the invoicing of the transmission cost or access through the telecommunications network.

2.12.3. The Bank shall not be involved in any dispute that may arise between the Customer and Payconiq in connection with its activity as the controller of the data transferred to it for the operation of the Payconiq Service. In this respect, the customer should refer to the Payconiq Privacy Statement available at [www.payconiq.com](http://www.payconiq.com)

2.12.4. Moreover, the Bank shall not be held liable for any prejudice suffered following any failure of the Payconiq Service and any other event beyond its reasonable control.

### **2.13. Additional provisions**

2.13.1. Termination or suspension of the Payconiq Service

2.13.1.1. The Payconiq Service is available for an indefinite period.

2.13.1.2. The contract may be revoked by the Customer at any time by following the deactivation procedure on the Application or Internet Access, or by contacting the Contact Center in writing at the following address: [Contactcenter@ing.lu](mailto:Contactcenter@ing.lu). The Customer shall, however, remain obliged to repay the Bank any debit balance on the Account, the amount of any transactions pending and any other undertakings made vis-à-vis the Bank in relation to the use of the Payconiq Service.

2.13.1.3. Without prejudice to any other right of termination reserved by the Bank under these ING Payconiq General Terms and Conditions, the Bank may, subject to a notice period of two months, terminate the contract by notifying the Customer by post or email, particularly in all cases where it finds that the Customer's solvency is compromised, that its liability may be incurred or that its reputation may be affected by the continuation of its links with

the Customer and that the Customer's operations appear to violate public order or decency or to have been carried out for illegal purposes.

Payment orders executed after the two-month period, as well as payment orders issued for execution after the termination of the agreement, will be cancelled and not executed.

2.13.1.4. The Bank may also, at any time and at its sole discretion, suspend all or any of the Payconiq Service's functions fully or in part, provisionally or definitively, for any reason relating to:

- the security of the Payconiq Service and notably to the closure of the Account, or in the event of transactions which appear to violate public order or decency or to have been carried out for illegal purposes;
- the presumption of unauthorised or fraudulent use of the Payconiq Service, particularly at the Customer's request;
- in all cases where the Bank finds, based on the information available to it, that there is a risk that the Customer may be unable to fulfil his/her payment obligations, or
- all other cases covered in the General Terms and Conditions of the Bank.

If the event of the Account being blocked, the Bank shall inform the Customer of the blockage and the reasons, if possible before the Payconiq Service is blocked or immediately thereafter, unless providing this information is unacceptable for reasons of security or prohibited under any European or national legislation.

The Bank shall unblock the Payconiq Service as soon as the reasons for which it was blocked cease to exist.

The Customer cannot claim any compensation due to the suspension of the Payconiq Service under the condition of this article.

The Customer may request the unblocking of the Payconiq Service by contacting his/her branch or the Contact Center at the following telephone number: +(352).44.99-1. The Bank shall be entitled to refuse the unblocking if, at its full discretion, it considers that the reasons for blocking the Service persist.

### **2.13.2. Prices**

2.13.2.1. The use of the service for sending and receiving funds is free of charge, unless Customers are informed of any price changes by any means, in accordance with the applicable provisions of the General Terms and Conditions.

2.13.2.2. Other ancillary and additional services may be offered at set prices.

### **2.14. Amendments to these ING Payconiq General Terms and Conditions**

Without prejudice to the Bank's right to add a new service at any time or to change the Payconiq Service or amend these ING Payconiq General Terms and Conditions pursuant to new legislation or regulations, the Bank may amend these ING Payconiq General Terms and Conditions by notifying the Customer of the new terms and conditions. They shall take effect two months after notification.

The Customer shall be notified of such amendments via the Bank's secure website, via the App, or by means of information sent along with account statements or any other correspondence (by post or email) sent to the Customer by the Bank.

If the Customer refuses to accept such amendments, the Customer should decline the offer to accept these amendments on the Application or express his/her objection in writing prior to the effective date of the amendments. These amendments shall be deemed to be approved by the Customer if the Customer has not indicated his/her objection.

The refusal to accept these amendments will result in the blocking and termination of the Payconiq Service.

### **2.15. Confidentiality and Data Protection**

**The Bank collects and processes all its customers' personal data in accordance with the laws on the protection of personal data applicable in Luxembourg and its Privacy Statement available on the [www.ing.lu](http://www.ing.lu) website or on request.**

Simply by registering with the Application, the Customer accepts that the personal information concerning him/her which is necessary for the proper execution of the Application, the Payconiq Services and payment transactions initiated via the Application shall be processed by the Application for the purposes of providing and managing the accounts and access to the Application, executing payment or credit transactions on the account, generally managing the Customer's banking services and disputes related thereto, having an overview of the Customer and customer relations, establishing the Customer's risk profile and monitoring the regularity of the transactions and preventing irregularities.

For these purposes, the Customer gives express authorisation for his/her Data to be stored and processed both by the Bank and its subcontractors for the use of the Payconiq Service via the Application and the execution of any payment transaction initiated and made through the Payconiq Service.

Registering in the Application and following the prompts contained therein results in the transmission by the Bank to Payconiq of the personal data necessary for connection to the Payconiq Service, its use and carrying out the Customer's instructions via the Payconiq Service.

The Customer acknowledges that the data are transmitted to Payconiq, as the data controller, for processing for the purposes of the Payconiq Services as described in Article 2.2, which is governed exclusively by the Payconiq Privacy Statement available at [www.payconiq.com](http://www.payconiq.com)

The data transmitted include surname(s), first name(s), telephone number, IBAN number, profile photo, where applicable, and language preference.

The Customer acknowledges and accepts that Payconiq stores certain data transferred by the Bank in order to verify the payment transactions initiated by the Payconiq Service and for evidentiary purposes. Payconiq may also transmit information about the customer's transactions to the merchant(s) involved in these transactions.

### **2.16 Complaints**

If the Customer has a complaint relating to the Payconiq Service, including a violation of his/her Data, he/she may consult the complaints procedure on the Bank's website at [www.ing.lu](http://www.ing.lu) and contact the Bank by writing to:

Complaints Service, 26, place de la Gare, L-2965 Luxembourg, email: [complaints@ing.lu](mailto:complaints@ing.lu).

### **2.17. Protection of intellectual property rights**

2.17.1. In order to use the Payconiq Service, the Customer must download the Application on his/her Mobile Device. The Application, and more generally all specialised software provided to the Customer for the use of the Payconiq Service, is protected by the Law of 18 April 2001 on copyright, neighbouring rights and databases, as amended.

2.17.2. The Customer agrees to use the Application in accordance with the provisions of the Law of 18 April 2001, as amended. The Customer undertakes not to sell, import, export, reproduce, disclose or distribute the Application and any specialised software provided to him/her, which would constitute a criminal offence punishable by law.

2.17.3. In the event of termination of the Payconiq Service or transfer of the Mobile Device, the Customer undertakes to delete the Application and any software provided that is still stored on its Mobile Device.

2.17.4. The Bank reserves the right to take legal action against the Customer and to claim any damages to which it may be entitled as a result of the Customer's failure to comply with the provisions of this Article.

### **2.18. Language**

In the event of any discrepancy between the French version and the translations of these ING Payconiq General Terms and Conditions, the French version shall prevail.

### **2.19. Application of the Bank's General Terms and Conditions**

The General Terms and Conditions apply to the Payconiq Service insofar as these ING Payconiq General Terms and Conditions do not derogate from them.

**Article A9bis of the Terms and Conditions of the Bank relating to outsourcing and the appendix containing the "Summary Table – Third-party infrastructures and infrastructures common to ING Group" apply to the ING Payconiq service without reservation.**

### **2.20. Application of the Bank's General Terms and Conditions for Internet and Remote Selling and/or LuxTrust General Terms and Conditions**

For all other matters, please refer to the Bank's General Terms and Conditions for Internet and Remote Selling and the current tariffs applicable to the Customer, which shall apply unless otherwise expressly stipulated in the ING Payconiq General Terms and Conditions.

The same applies to the products and services of LuxTrust, which are governed solely by the LuxTrust General Terms and Conditions in force.