

Special Conditions for Delen OnLine

The "Special Conditions for Delen OnLine" form Section 8 of the General Regulations. Unless expressly stated otherwise below and apart from what has been stipulated in the Delen OnLine Agreement, the electronic services of the Delen OnLine transaction website are governed by the Chapters 1 to 7 of the General Regulations.

1. Description and Access

If agreed so, the Customer can make following electronic transactions through the Delen OnLine website:

- * consulting all kinds of financial information;
- * consulting the value of his (money and securities) accounts;
- * consulting a historic summary of the transactions conducted;
- * placing orders for the purchase and the sale of stocks and shares.

In order to consult the site, special hardware and software are necessary - as described on the website.

Before receiving access to the Delen OnLine transaction website, the Customer must provide details of his financial situation, his investment experience and his investment objectives and should sign the Delen OnLine Agreement with the Bank. As a result of signing the agreement the customer will be given access to the Delen OnLine transaction site as described in the letter which will be sent to him.

The financial information provided to the customer contains factual information. It contains non-personalized advice through publications and punctual or occasional investing advice inherent to the Bank's activity (for example occasional advice as a result of a share operation). The customer acknowledges that the financial information supplied to him contains no personalised advice in any way.

The customer shall strictly follow the instructions manual. Should there be any contradiction between the instructions manual provided with the agreement, and the one indicated on the website, the instruction on the website must be followed.

2. Availability and Performance of the Service

The Bank will use all reasonable resources at its disposal to ensure access to the service and make the functions operational to manage the private portfolio via the website.

Concerning the management of the website and the computerised processing of financial transactions, the Bank will take the necessary technical measures, compliant to the technical standards and good usage applicable in this area. A technical help-desk will be available during the hours, indicated on the website.

The Bank reserves the right to temporarily suspend access to the website for maintenance purposes.

Following distinction needs to be made when it comes to suspension of the access to the website.

On one hand, there is the possibility of interrupting the access to the website at any moment for purpose of maintenance or improvements. Everything will be done to limit the duration of this inconvenience.

If possible, the customer will be informed in advance of the day and time, as well as the estimated duration of the interruption.

On the other hand, there is the chance that unexpected interruptions may occur, such as, for example, a technical incident, force majeure (including strikes) or events occurring beyond the Bank's control. In such cases, it is impossible to give any prior notice. A reasonable period will be allowed before the customer is informed of the nature and estimated duration of the interruption. All necessary means will be used to bring to an end the mentioned interruption as quick as possible.

The Bank will use security systems in line with the latest technological developments. This way protection is given against known, traceable forms of viruses and computer fraud. However, the Bank cannot guarantee the absolute safety of the website.

The customer will keep the user-ID and PIN-code secret. Sharing these log-in tools with any third party can only occur on customer's own risk. The same rule applies to passwords given during the first log-in.

The customer will also comply with the safety measures taken by the Bank.

The customer accepts responsibility for the transactions carried out using his identification data (user-ID, PIN-code and password).

Any misuse or suspicion of misuse of the identification data must immediately be communicated to the Bank. New identification data will be given.

The customer is liable for the loss or theft of his identification data, up to the time of the Bank being informed of this.

Difficulties in using the service should immediately be communicated to the Bank in the same way as mentioned above.

The customer will see to the satisfactory functioning of his hardware and software so that the best possible connection to the website can be made.

3. Transactions

1. Communication

An electronic connection is established between the customer and the Bank through the website. The

customer will only give orders in the way stipulated in the instructions manual.

Incidentally it is also possible to give orders via means of telecommunication during the opening hours indicated on the website. It is mainly foreseen that orders are given by telephone. Other communication channels are only accepted insofar as they are expressly accepted. Therefore, the Bank has the right to refuse to carry out orders that are submitted via an unaccepted means of communication.

The Bank only places orders in financial instruments. There is no judgement about the opportunity of the operations. There is however the possibility of refusal and/or suspension of execution in the following cases:

- * problems or difficulties in the on-line identification of the customer.
- * uncovered, or incompletely covered orders.
- * orders contrary to the law or the regulations.
- * orders with an extreme risk or which are not consistent with usage in the investment sector.

(With regard to the risk, a primary form of protection is built-in in the computer system. In the pre-contractual phase, the customer is asked to fill out a questionnaire. Based on this questionnaire, a profile of the customer is set up indicating his level of knowledge and experience in financial investment.

Based on this profile, the Bank can, but is not compelled to give the customer warnings and information, so that he can make an his own well-balanced and informed decision. It should be pointed out that it is for the customer himself to take the decisions, on his own responsibility entirely.)

- * risk of misuse or fraud.

2. Period of validity and cancellation of orders

The cancellation of orders can be done on the website or via telephone. The condition is that the respective order be still pending and have not yet been executed.

3. Portfolio monitoring

The customer will receive on a quarterly basis a detailed summary of both his securities account and his money account(s). This information will be sent to the address indicated by the customer upon the signing of the contract of account(s) opening.

It shall be presumed that the customer agrees with these summaries, unless express notice of any comments is given to the head office of Bank Delen, within thirty days of their receipt.

4. Liability

The Bank offers the service of purchase and sale of financial instruments through the internet. However, the customer himself needs to pursue to making use of this service.

In this respect it must be expressly stated that the Bank provides absolutely no personalised advice at any level.

This implies that the customer makes use of the service entirely on his own responsibility and with full awareness.

All obligations of the Bank in making available this service are obligations to provide the ways and means, without ensuring a result. This has its consequences on the level of liability.

Beside the terms of section 2.8 of the General Regulations for Operations, the Bank can in no way be held liable, except in cases of a deliberate or serious fault on behalf of the Bank:

- in the event of an interruption, blockage or disruption of functions in the service, more specifically in case of blockage for maintenance or in the event of a technical defect or interference in the computer system or the Internet;
- in case of theft, loss, destruction or modification of data, software or computer equipment as a result of illegal access by a third party in the Bank's computer systems or those of a customer, or as a result of a virus originating from the website, the Internet or the computer system of the Bank or a customer;
- in case of non-execution of placed orders, transmission errors, delays in transmission of data or, in general, problems with the sending and receiving of orders irrespective of the cause and more specifically in the case of non-execution or wrong execution of orders as a result of the customer not complying with the instructions for use;
- in case of an interruption, blockage or disruption of functions in the service as a result of errors, shortcomings or actions of the customer.

A case of "force majeure" can be:

- the overloading of a stock exchange or the Bank's service;
- the default, unavailability or errors committed by a third party supplying equipment, services or information, needed for making the service available and operational, as well as those running the telephone networks, Internet services, the information providers, the stock markets and the intermediaries to whom the stock markets entrust the organisation of the markets;
- the disorganisation of their services as a result of a strike, including a strike of its own personnel;
- the decisions of a Belgian or other legal or actual authority.

The Bank shall not be responsible for errors, inaccuracies or shortcomings in the information supplied

by third parties which is made available to the customer on or via the website. The financial quotations must be read with reservation in respect of fluctuations as a result of operations pending at that moment on the stock market concerned.

The Bank accepts no liability for the websites or Internet locations of any third parties to which the customer obtains access via any 'hyperlinks' on the website, or for any information or 'hyperlinks' found on these websites or Internet locations.

Hyperlinks cannot be regarded as advice and the fact of linking does not include acceptance of the data provided on the site where the hyperlink leads to.

In case of liability of the Bank, the following limitation should be taken into account. The Bank will only be liable for real direct damage incurred to the customer personally.

The customer takes full responsibility for:

- all decision concerning investments and execution of orders as placed;
- the operations executed on his accounts and any eventual losses suffered as a result of the use of the service, even if such losses, for whatever reason, exceed the cover amount.
- the damage resulting from actions contrary to the present conditions, the instructions manual or the Delen OnLine Agreement.

The customer shall adopt an attitude of due diligence in his investment activities. In doing so he must also behave in accordance with the valid laws and rules of both the legal and actual authorities in his country of residence.

5. Tariff Charges and Costs

The customer has been informed of the charges for the use of the service via the tariff list or via electronic mail. The tariff charges can be consulted on the website. The Bank has the right to unilaterally change these tariffs at any time, to take into account amongst others increasing costs and market developments. Tariff changes are notified via electronic mail or via an adaptation of the list of charges. They are binding as from the date indicated in the electronic message or the tariff list.

Payment of charges must be made in due time. The customer gives the Bank permission to withhold the tariff from his monetary account without further instructions.

The costs of the customer's hardware and software, of the Internet access, the connection, as well as all the telephone or other communications costs are borne by the customer.

6. Proof of Transactions

The identification procedure the customer must undergo when accessing the website, can be used as evidence

between the parties with regard to the identification of the customer. This procedure is equivalent to a handwritten signature through which the customer affirms his consent to all orders given as from the moment of effective access.

The customer accepts that the Bank's computer system records all operations carried out by the customer via Delen OnLine and that these are kept in a file. This file can be used as evidence in the event of any dispute between the parties.

The Bank can, but has no legal obligation, to digitally record any verbal orders given by telephone. In the event of a dispute the recordings are valid as complete and irrefutable proof of the form and content of the orders given by the customer. If the customer claims confusion or irregularity in the system, the burden of proof lies with him.

After every executed order the customer will receive a transaction note as in the case of all other purchases and sales.

The Bank is not bound by any document downloaded by the customer from the website and/or printed by him, which does not bear the signature of an authorised person of the Bank. Nor can such a document be made opposable to the Bank.