

COORPID terms of use

These 'terms of use' are part of the 'terms and conditions' which are signed by the authorised person of your company. In case of conflict between these terms of use and the terms and conditions the latter will prevail. These terms of use set out your and our obligations towards each other while making use of COORPID's Service (as defined below) The expressions "we", "us" and "our" are a reference to ING Bank N.V. as represented by the COORPID. Together with you we are jointly referred to as Partners in this Agreement (as defined further below), and each separately as a Partner.

General

1. COORPID is a secure and centralized cloud-based collaboration application ("Vault") where corporates can store their Know Your Customer related documents and information ("KYC information") and share that KYC information with multiple external (financial) institutions such as banks (the "Service"). The Service shall be provided through a website as an online platform as provided by COORPID.
2. For the purpose of using this Service:
 - a. Your company has agreed to be bound by COORPID's terms and conditions (the "Conditions") as may be amended from time to time.
 - b. You agree to be bound by COORPID's terms of use (the "ToU") as may be amended from time to time.
3. COORPID will make the Vault available to you for the purpose of the Service. The Partners will also cooperate in relation to further development of the Service in accordance with the Conditions and you will act in accordance with these ToU. To ensure that Partners will get the most out of the Service, you will need to comply with your obligations set out in the ToU and our reasonable requests for the duration of the Service.
4. The ToU must be read in conjunction with other applicable conditions (if any) governing the use of this website. By accepting these ToU, we enter into an agreement (the "Agreement") and you confirm that you have read and agreed to the content of these ToU and you acknowledge that the Agreement is binding upon you for the duration of the Service.
5. You shall not use the Service for activities or purposes that are in violation of any law or regulation, or that can have a detrimental effect on the reputation of ING or the integrity of the Vault or Service.

Credentials and access

1. Upon completion of your onboarding and upon our acceptance of your submission, you will be provided with a password and account credentials which allows you to make access and make use of our Service. You shall use these credentials in accordance with the Agreement and instructions or information provided by us. The credentials are strictly personal and non-transferable and may not be copied or reproduced. You are required to keep these credentials safe and secure and you shall upon receipt of the credentials take measures which can reasonably be expected to keep the credentials safe and secure.
2. You shall take note of the information provided by us in relation to the secure use of credentials and the measures that you must take to prevent fraud or other misuse of such credentials and shall act, and shall ensure that users shall act, in accordance with such information. We may change such information and in urgent situations such changes can be applied by ING with immediate effect. We will inform you accordingly.
3. If any user's credentials have become known to any third party or if there is any suspicion thereof, such user shall change its credentials immediately. You shall ensure that users shall observe and comply with all obligations of the Agreement and you remain responsible for such users. We may assign a validity period to the credentials.
4. We are authorised to block or suspend (i) your access to the Vault and/or Service, (ii) credentials, or (iii) access to (any services accessible through) the platform, in case of (A) the non-compliance with the instructions and requirements as referred to in this Agreement, (B) security reasons or (C) the suspicion of improper, unauthorised or fraudulent access or use thereof.
5. You may block (i) your own, or (ii) one of your user's credentials or access to (any services accessible through) the Service. Upon becoming aware of any improper, unauthorised or fraudulent access or use of the Service and/or credentials by a user, you shall immediately terminate or block such person's access to and use of the credentials and shall inform us promptly thereof.
6. In case of a block or suspension by us, we shall, where possible prior to such blocking, inform you of such a block or suspension and the reasons thereof, unless such communication would compromise objectively justified security reasons or is restricted or prohibited by applicable laws or regulations. We shall unblock the

access to the Service, the Vault or the credentials, or replace the latter by new credentials, once the reasons for blocking no longer exist.

7. No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.
8. While the Service provided by us through the website as an online platform and pursuant to this Agreement is provided in good faith, we do not make any representations your access to the services will be uninterrupted.

Data Protection

1. You agree to upload and/or use the KYC information and personal data provided through the Service for lawful purposes only. This includes, but is not limited to, the requirements of Data Protection Laws (however applicable).
2. You acknowledge and agree that we act as processor.

Specific warnings

1. You must take your own precautions to ensure that the process which you employ for accessing the Service does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Service, this website or any linked website.
2. We do not give you any assurances that any information supplied via the Service will be suitable for your purposes or that it will be error-free. You agree that you will not rely on any such information or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice (or you accept the risk of not seeking that independent advice).

Confidentiality

1. Both Partners may disclose Confidential Information (as defined further below) on a need-to-know basis to their respective employees, agents, suppliers, subcontractors, consultants and associated companies which are involved in the fulfilment of the Agreement, provided that:
 - a. in the event of such disclosure to any person or entity not employed by the disclosing Partner, the disclosing Partner shall nonetheless remain liable for any unauthorized disclosure; and
 - b. such person or entity is under non-disclosure obligations no less restrictive than the non-disclosure obligations contained in the Agreement;
2. In respect of all Confidential Information originating from a Partner that is communicated to or otherwise comes into the possession of the other Partner, the receiving Partner shall:
 - a. take all reasonable measures to ensure safe custody and use of the Confidential Information;
 - b. not use Confidential Information for any purpose other than that for which it has been communicated;
 - c. subject to record retention periods and/or internal policy procedures and requirements, not retain Confidential Information longer than is reasonably necessary for the fulfilment of its obligations towards the other Partner, or upon written request either return the Confidential Information to the other Partner, including any copies which have been made, immediately after the fulfilment of all the aforementioned obligations or, after having obtained the other Partner's written consent, to destroy such Confidential Information.
3. A Partner is under no obligation to maintain confidentiality with respect to Confidential Information that:
 - a. is public information and/or was already in the possession of that Partner on a non-confidential basis; or
 - b. has lawfully come into the possession of that Partner independently of the disclosing Partner; or
 - c. was previously or independently developed by the receiving Partner's employees, consultants, or agents without the benefit of the Confidential Information; or
 - d. of which the other Partner has expressly confirmed in writing that the information is non-confidential; or
 - e. a Partner is required by law to disclose to a judicial or administrative or regulatory authority, and that in each case where the law or a court order permits and if practicable, the Partner required to make the disclosure notifies the other Partner well in advance of such required disclosure so that the other Partner has a reasonable opportunity to object to the disclosure.

For the purpose of this Agreement, Confidential Information means: (i) the existence and the substance of this Agreement, (ii) any information about a Partner that is or may come into possession of the other Partner during the preparation and the performance of the Agreement, (iii) any information that is indicated as confidential by a Partner, and (iv) any information about or received from the other Partner that can reasonably be expected by the receiving Partner to be confidential.

Copyright

1. Copyrights in our website (including text, graphics, logos, icons, sound recordings and software) are owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party.
2. Except where otherwise specified, generally, any word or device to which is attached the TM or ® symbol is a trade mark. Please contact us for permission if you want to use any trade mark that appears on our website.
3. Our website through which we provide you our Service may contain links to other websites or applications (“Third-Party Sites”), including those operated by service providers who may offer you products or services displayed in (or linked to from) our website. Third-Party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You need to make your own judgement on any Third-Party Sites, including the purchase and use of any products or services accessible through them.

Liability

1. Neither Partner is liable towards the other Partner for the failure to achieve certain goals or the delivery of, or failure to deliver, specific output as part of the Service. Each Partner is solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, including data protection legislation.
2. Except as stipulated under this Agreement, neither Partner accepts any liability or responsibility for any use of any KYC Information, nor for any reliance which may be placed by that other Partner on any of the Results, nor for advice or information given in connection with any of the Results.
3. Neither Partner shall be liable towards the other Partner for indirect, incidental, special or consequential damages of the other Partner, including but not limited to loss of profits. Nothing in this Agreement limits or excludes either Partner’s liability for:
 - a. any fraud or for any sort of liability which, by law, cannot be limited or excluded; or
 - b. any loss or damage caused by a deliberate breach of this Agreement.
4. We accept no liability for any failure to comply with our Agreement where such failure is due to circumstances beyond our reasonable control.
5. To the extent permitted by law, we do not accept responsibility for any loss or damage, however caused, which you may directly or indirectly suffer in connection with your use of this website, the Service or any linked website.
6. If we waive any rights available to us under our Agreement on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

Miscellaneous

1. You may not assign or transfer as a whole, or any of your rights or obligations under this Agreement, without first obtaining our written consent which will not be unreasonably withhold or delayed.
2. We may assign or transfer as a whole, or any of our rights or obligations under this Agreement. To the extent necessary, you hereby unconditionally and irrevocably agree in advance to cooperate with and in advance approve any assignment or transfer by us.
3. You may not issue communication (about or derived from Confidential Information, public references, press releases or other announcements) in relation to us or the Agreement without our prior written consent unless such communication is required by law, in which case – to the extent not prohibited by law – you shall inform us as soon as possible before such communication. This obligation will apply for the duration of the Service or during the term of the Agreement and for five years thereafter.
4. You explicitly acknowledge and agree that this Agreement and all documents and conditions (and any amendments thereto or updates thereof) in relation to this Agreement and the services provided hereunder may be provided electronically whether or not the Agreement has been concluded electronically.

Amendments

1. We may, at any time, amend our Agreement.
2. We shall inform you of amendments either (i) through the website, when you next attempt to access the Service, or (ii) by e-mail, no later than one (1) month prior to the effective date of such amendments.
3. The new terms may be displayed on-screen and you may be asked to read and accept them to continue your use of the Service. Otherwise, you will be deemed to have accepted the amendments, unless you have notified us of such non-acceptance prior to the proposed effective date of the amendments in writing, after that your access to the Service stops immediately.

Survival

1. Provisions of the Agreement shall survive termination, completion, or expiry of the Agreement if their nature so requires.
2. If any of the provisions of the Agreement are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions in our Agreement shall nevertheless continue in full force.

Disputes

1. If Partners are unable to reach agreement on any issue concerning the Agreement within 14 days after one Partner has notified the other of that issue, they will refer the matter to their key contact person of the other Partner an attempt to resolve the issue within 14 days after such referral.
2. Should no agreement be reached after the period mentioned in subparagraph 1 above, either Partner may initiate proceedings to the a court in accordance with clause Governing law below.

Governing law

The Agreement and any non-contractual obligations arising out of or in connection with it, are governed by, and construed in accordance with the laws of the Netherlands and the Partners agree to submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

About us and our regulator

COORPID is a trade mark of ING Bank NV. ING has its registered office at Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands and is entered in the Amsterdam Trade Register under no. 33031431.

ING is registered with De Nederlandsche Bank (DNB) and the Authority for the Financial Markets (AFM) in the Register of Credit Institutions and Financial Institutions. ING is also regulated by the Netherlands Authority for Consumers and Markets (ACM). Information on the regulation of ING can be obtained from DNB (www.dnb.nl), AFM (www.afm.nl) or ACM (www.acm.nl).