

Appendix III

Specific Terms and Conditions of Business Tools Service provided by CashDirector and the Bank – Cash Rules

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I. General provisions

1. These specific terms and conditions set out the rules of the provision of the Business Tools Service by CashDirector and the Bank together, via the Website or Mobile App of the Bank (the “**Cash Rules**”).
2. The Cash Rules are part of the Terms and Conditions which the Client accepts in connection with the subscription to the Membership.
3. The Cash Rules can be consulted via the Website, the Web App and/or Mobile App of the Bank. A copy of the Cash Rules is provided to the Client on a durable medium upon request.

II. Definitions

Access, Identification and Signatures Means denotes the means made available by the Bank or accepted by it that enable identification, secure communication, approval and signature in an electronic manner within the framework of the Business Tools Service. These means include, among other things, the use, whether or not combined, of a special mobile application and access procedures adapted to the interface used, including the security components of the Business Tools Service.

Agreement denotes the agreement concluded by the Client’s acceptance of the Cash Rules as part of the Terms and Conditions.

Bank denotes Aion SA/NV, a credit institution incorporated as a limited liability company (“société anonyme”/“naamloze vennootschap”) under the laws of Belgium, having its registered office at Rue de la Loi 34 in 1040 Brussels, Belgium and registered with the Crossroad bank of Enterprises under number 403.199.306.

CashDirector denotes CashDirector S.A. with its registered office in Warsaw at Al. Jerozolimskie 96, 00-807 Warsaw, entered into the Register of Entrepreneurs kept by the District Court in Warsaw, XII Commercial Division of the National Court Register under KRS number 0000424600, NIP: 5222885734.

Client denotes any natural or legal person who is a client of the Bank and who, solely in the context of his professional activity, concludes the Agreement.

Client’s e-mail address means the e-mail address provided during the process of registering the Client on the Platform or updated by the Client on the Platform.

Business ToolsService denotes a type of electronic services, made available and provided by the Operators through the Platform marked as Business Tools Service and described as such on the Platform.

Membership denotes the Basic or Premium Membership as described in the Terms and Conditions, which includes the Business Tools. The list of services included into Basic Membership and Premium Membership is subject to changes from time to time and the latest information in this respect can be found on the App.

Operators denotes the Bank and CashDirector.

Platform - denotes all technical solutions of the Bank, under which the Business Tools Service provided by the Operators is available.

Terms and Conditions denotes the General Terms and Conditions Professional Clients applied by the Bank.

User(s) denotes any natural person appointed by the Client to use the services available to the Client on the Platform in its entirety or partially in the capacity of authorized representative of the Client with the help of the Access, Identification and Signatures Means that he or she is authorized to use.

All capitalized terms used but not defined herein shall have the respective meanings specified in the Terms and Conditions.

III. Type and scope of Business Tools Service

1. The Operators make the Business Tools Service available to the Client after conclusion of the Agreement. This includes, amongst others, the electronic services related to the creation, processing, transmission and storage of images of the Client's documents and data entered into the Platform, which are related exclusively to the Client's conducted business activities, on the basis of the principles described in the Cash Rules and on the terms and within the scope described on the Platform.
2. The Operators may at any time introduce new functions and facilities in the Business Tools Service or make changes to the existing Business Tools Service. Such modifications should be notified to the Client through the Platform.

IV. Technical requirements

1. To view or print documents and PDF files generated by the Platform, the Client must have a program to view and print PDF files (e.g. Acrobat Reader).

V. Duration and termination of the Agreement

1. The Agreement is concluded for an indefinite time period.
2. Termination of the Agreement is tantamount with termination of the entire Membership.
3. The Client or the Bank may terminate the Agreement in accordance with the provisions on termination as provided for by the Terms and Conditions. Termination of the Agreement is also effected by the request as referred to in clause VIII.5 of the Cash Rules.

A mere cessation of the use of the Business Tools Service by the Client, as well as non-usage or minimal use, does not constitute a notification to terminate the Agreement.

3. Termination of the Membership is tantamount with termination of the Agreement.

VI. Client obligations

1. Before starting to use the Business Tools Service and generating the first document, the Client should enter correct and complete information to the Platform, consistent with the configuration data located in the settings tab, which will enable him to use the Business ToolsService correctly.

2. The Client is obliged to read the description of the Platform operations, and its individual functions and to follow the related Platform recommendations and instructions, resulting either from the description or arising in the course of use, inter alia, in the form of messages and tasks.
3. The Client shall be responsible for the compliance of documents recorded on the Platform with the actual state of affairs.
4. The Client is obliged to issue sales invoices with appropriate VAT rates for the sold goods/services.
5. The Client is obliged to retain copies of documents issued or generated by the Platform, including in particular sales invoices, in the form of a durable medium (printout from the Platform or an electronic recording made outside the Platform on the Client's computer or an external information carrier).
6. The Client is obliged to control and verify the authenticity and completeness of data of contractors used in conducting business activities with the use of the Business Tools Service.
7. The result of the Business Tools Service cannot be guaranteed with the existing state of technology and it is therefore the Client's responsibility to double-check the result.
8. The Client must exercise care and caution in all atypical or significant transactions and seek professional advice if in doubt.
9. In addition, the Client is obliged to update personal data and company data on the Platform.

VII. Obligations of the Operators

1. The Operators shall make every effort to make the Platform available 24/7. At the same time, the Operators reserve the right to temporarily discontinue the provision of the Business Tools Service or access to the Platform in the event of failure or technical modernization of the Platform. The Operators shall make every effort to restore any such interruption as quickly as possible and to limit the occurrence thereof. The Client will be informed of any upcoming technical interruption in connection with modernization well in advance of the planned interruption through the Platform and via the Client's e-mail address. The Client acknowledges and agrees that from time to time, the Business Tools Service may be delayed, interrupted or disrupted for an unknown period of time for reasons beyond the Operators' control.
2. The Operators shall make every effort to ensure that the Platform is updated on an ongoing basis by taking into account changes in legal regulations affecting the proper functioning of the Platform or the particular Business Tools Service.

VIII. Client's and User's Personal Data Processing

1. The Operators, as the controllers of personal data, shall process the Client's, or, the case being, the User's, personal data entered into the Platform in order to implement the provisions of the Agreement and to provide the Business Tools Service. In particular, the Operators shall process the Client's ID on the Platform, first name, last name, company or organization, personal address, professional address, professional registration number, tax ID, professional legal form, tax residency (country/dates), bank account number, e-mail address, phone number.
2. The personal data is obtained directly from the Client by both Operators or obtained by one of the Operators and transferred to the other.

3. The Operators shall process the Client's or the User's personal data solely for the purpose and to the extent necessary to perform the Business Tools Service and in the event that it is necessary to fulfill legally justified purposes performed by the Operators (including analytical purposes, to exercise legal claims, to answer the Client's queries, to conduct Client satisfaction surveys, to prevent fraud and abuse).
4. The Client or the User has the right to access an overview of and the content of the personal data that are processed by one or both of the Operators within the framework of the Agreement and the right to update them.
5. The Client or the User has the right to demand that the processing of personal data concerning him/her within the framework of the Agreement be discontinued. If the processing of the personal data concerned is necessary for the provision of the Business Tools Service by the Operators and the Client or the User has demanded that the processing be discontinued or the personal data be deleted, then such a demand shall be treated as a sufficient notification of termination of the Agreement. A declaration requesting the cessation of data processing or deletion of data shall be made via the Bank's Customer Happiness Center.
6. In order for the Operators to be able to properly provide the Business Tools Service, the Client is obliged to provide true and current data including data required during registration on the Platform and during the configuration of the Business Tools Service.
7. The Operators shall ensure that its personnel authorized to process the personal data have committed themselves to appropriate confidentiality obligations.
8. The Operators apply appropriate technical and organizational measures to protect the Client or, the User's data against unauthorized access, takeover by an unauthorized person, processing with violation of law, loss, damage or destruction.
9. The Operators use the services of third-party providers, who process the personal data as data processors on behalf of the Operators and only in line with the latter's documented instructions. They provide the Operators with services related to: supporting certain features of the Business Tools Service, hosting, customer support, tracking security incidents and responding to them, diagnosing and solving problems with the Business ToolsService, web push notification display, analysis of use of the Business Tools Service.
10. The processors which the Operators transfer personal data to are based mainly in countries of the European Economic Area (EEA) however some of them are based outside of the EEA. The Operators make sure that the service providers guarantee a high level of personal data protection. Depending on the provider, these safeguards result from:
 - a) an adequacy decision adopted by the European Commission on the basis of article 45 of Regulation (EU) 2016/679 ('GDPR'), or
 - b) participation in the "Privacy Shield" program based on the Commission Implementing Decision (EU) 2016/1250 of 12 July 2016, pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequacy of the protection provided by the EU-U.S. Privacy Shield (notified under document C (2016/4176), based on Art. 45 sec. 1 GDPR, more about the program; or
 - c) binding corporate rules; or
 - d) standard data protection clauses.
11. If one or both of the Operators receive(s) an official notification or reliable information about the unlawful nature of the data provided by the Client or, the case being, the User, each of the

Operators may prevent access to such data. The Operators shall not be liable towards the Client or the User for any damage caused as a result of preventing access to data of illegal content.

12. Upon termination of the Agreement, the Operators shall delete all data entered into the Platform during the term of the Agreement, unless the obligation or right to process such data results from applicable laws (e.g. to determine possible liability of the parties to the Agreement).
13. To issues in relation to the processing of personal data that are not regulated in these Cash Rules, the provisions of the Terms and Conditions as well as the Operators' Privacy Policies apply.

IX. Third Party Personal Data Processing

1. The Client, as the controller of personal data, is responsible for the personal data he enters into the Platform and which relates to a third party ("Third Party Data"). By concluding the Agreement, the Client entrusts the processing of the Third Party Data to the Operators for the purpose and to the extent resulting from the nature of the Business Tools Service provided by the Operators to the Client.
2. To the extent applicable, the Operators and the Client shall comply with the applicable data protection laws while carrying out processing activities of Third Party Data in the context of the provision of the Business Tools Service. In particular, the Parties agree that:
 - 1) The Client shall be the data controller in respect of Third Party Data, and the Operators shall be the processors (or the sub-processor if the Client has been appointed by another entity as processor) with regard to such Third Party Data.
 - 2) The Client hereby instructs the Operators to process such Third Party Data in connection with but for no other purposes whatsoever than required for the Business Tools Service.
 - 3) The Operators shall ensure that its personnel authorized to process the Third Party Data have committed themselves to appropriate confidentiality obligations.
 - 4) The Operators shall use appropriate technical, security and organizational measures to prevent unauthorized or unlawful processing of Third Party Data and accidental loss, destruction, damage, theft, use or disclosure of such Third Party Data.
 - 5) Each Operator shall notify the Client of any Third Party Data breach immediately upon becoming aware of such breach, and shall promptly provide to the Client all information in its possession concerning such breach. All notices regarding data breaches shall be sent to the e-mail address provided by the Client.
 - 6) It is the responsibility of the Client to satisfy the requests of data subjects or applicable data protection authorities and to prepare replies to such requests. The Operator shall notify the Client within five (5) business days if it receives a request or enquiry from a data subject to have access to its personal data and shall to the extent possible help the Client, at his expense, fulfilling its obligation to respond to requests to data subjects exercising their rights as laid down in the GDPR. All notices pursuant to this sub-clause shall be sent to the Client's e-mail address.
 - 7) The Operators shall process the Third Party Data solely in accordance with the Terms and Conditions and Cash Rules.
 - 8) If the Client is required to provide information to a data subject in relation to his or her personal data which is in the possession or under the control of the Operators, the Operators shall provide reasonable co-operation to the Client in meeting that requirement insofar as the Client is unable to fulfill its obligations by other means. The Operators shall inform the Client about the costs of such assistance. Once the Client confirms that it will cover such costs, the Operators shall provide the required assistance.
3. The Client hereby represents and warrants to the Operators that he is entitled to transfer the relevant personal data (Third Party Data) to the Operators.

4. At any time during the performance of the Business Tools Service, the Client may access and delete Third Party Data entered into the Platform processed by the Operators, however Third Party Data shall be still processed by the Operators within the scope of the Business Tools Service in the history of transactions and in backup copies.
5. At the end of the contractual relationship the Operators undertake, at the Client's request, to delete Third Party Data or return them to the Client (along with any media where they are stored, if possible), within a maximum period of three (3) months together with existing copies, unless the Operators have the right to further process the Third Party Data for a longer period based on independent legal grounds. If the Operators do not receive the statement referred to in the preceding sentence, whether in writing or by e-mail, within five (5) business days following the termination of the Agreement, the Client shall be deemed to require that the entrusted Third Party Data be deleted. If the Client chooses to have the Third Party Data returned, the Operators shall provide the same to the Client or enable the Client to download the Third Party Data in a commonly used and machine-readable format.
6. Upon Client request the Operators undertake to provide the Client with the information and documents necessary to demonstrate compliance with the obligations related to data protection.
7. The Operators authorize the Client or any other external auditor not competing with the Operators and mandated by the Client, at Client's expense (including the costs arising from or connected with an audit), to inspect and audit its personal data processing activities and undertake to accede to all reasonable requests made by the Client to verify that the Operators comply with the contractual obligations related to data protection. The auditor shall enter into a confidentiality agreement with the Operators. Such audit can be performed upon Client's written confirmation (with reasonable reasons) that it cannot verify the compliance of the Operators with the contractual obligations related to data protection via any alternative means (including via the exercise of any of its other rights under the Agreement including its rights stipulated in the foregoing point 6).
8. If the Client wishes to appoint its own third party auditor, the Client will notify the Operators of the identity of that auditor at least thirty (30) days in advance of the relevant activity. Each Operator may object to the appointment of an auditor appointed by the Client if, in the Operator's reasonable opinion, the auditor appointed by the Client is: (i) not suitably qualified or independent; or (ii) a competitor of the Operator; or (iii) otherwise manifestly unsuitable. The Operator shall provide any such objection (with reasons) to the Client in writing (which may include email), and will consider in good faith any feedback from the Client relating to such objection. If, following such consideration, the Operator remains to object, the Client shall appoint another auditor or conduct the audit itself. Competitive activity shall mean any activity, whether or not fee-based, irrespective of the place and territory where it is carried out, regardless of the legal form, conducted in the same or the same subject range and addressed to the same group of customers, coinciding – even partially – with the scope of the main or the side activity of the Operators or of entities from the Operators group worldwide. Assessment of whether an entity is a competitor will include not only the subject of business activity of such an entity as listed in its articles of association or other document constituting the basis for its functioning, but also any activities actually pursued by that entity.
9. All above mentioned audits may take place no more than once (1) per contract year, unless it is required under applicable laws or by a competent supervisory authority or takes place promptly after a material breach of the Third Party Data processing is identified. In all cases, the Client must give the Operator a minimum notice of thirty (30) days, and the audit must in no case disrupt the ongoing activities of the Operators. It shall be carried out: a) as efficiently and as quickly as possible, and in any case it shall not take more than two (2) working days, b) in conformity with the Operators' security policies, c) during regular working hours of the Operators. If for organizational reasons of the Operators the audit will not be possible at the date proposed by the Client, the Operators will propose another date within the next thirty (30) days. The audit will be limited to the Third Party Data processing activities performed by the Operators on behalf of the

Client, and the Client will not be able to access data concerning other Operators' clients. The audit shall be limited to the Operators' registered offices, devices used to process the Third Party Data and staff involved in the processing of the Third Party Data.

10. A copy of the audit report shall be provided to the Operators free of charge. The report shall represent the Operators' confidential information which cannot be disclosed to any third parties without the Operators' written consent, unless this is required by the applicable laws.
11. If the Operators adhere to an approved certification mechanism referred to in GDPR or an approved code of conduct referred to in GDPR, the Client's auditing rights may also be exercised through the Operators' reference to the results of the monitoring of the rules of certification or the code of conduct. If this is the case, the audit shall only address issues that cannot be sufficiently clarified through the submission of such results by the Operators.
12. The Client authorizes the Operators to engage sub-processors who will process the Third Party Data entrusted by the Client on their behalf. The list of the relevant processors will be accessible at the written request of the Client.
13. The Operators shall enter into an agreement with sub-processors imposing data protection terms that require the sub-processor to protect personal data to the standard required by data protection laws and the Operators remain responsible for compliance with the obligations regarding data protection and for any acts or omissions of the sub-processor that cause the Operators to breach any of its obligations regarding data protection.
14. In the event of a modification of the list of its sub-processors, the Operators shall notify the Client, and the Client shall have the possibility to terminate the Agreement in the event of an objection within fourteen (14) days from receiving such information.
15. The Operators shall at all times provide an adequate level of protection of the Third Party Data processed, in accordance with the requirements of data protection laws.
16. The Operators liability in contract and in tort with respect to the Third Party Data processing shall be limited to direct actual damages and losses incurred by the Client. The Operators shall not be liable for lost profit, notwithstanding the source, except where this is caused by willful misconduct or gross negligence.
17. The Operators' total liability, notwithstanding the number of and grounds for the Client's claims, shall be limited to the equivalent of the amount payable for the Membership for three (3) monthly periods paid by the Client. The Client hereby releases the Operators from any liability above that limit.
18. The Client shall be liable for satisfying any and all claims of Third Party Data subjects in connection with any damage arising from improper processing of personal data within the context of this Agreement, unless the Client demonstrates that the damage resulted solely from the fault of the Operators or the Operators' sub-processors. If the Client fails to demonstrate this, the Client shall unconditionally indemnify the Operators and hold them harmless in respect of any claims filed by the entities whose data the Operators have processed, and in connection with the processing of such data as listed in point 19 of this section. If action is brought against the Operators, the Client shall, if so required by the Operators, join the proceedings as a party and assume full liability for the claim.
19. The scope of Third Party Data entrusted to the Operators is the following: first name, last name, address, bank account number, company or organization, personal address, tax ID, professional legal form, tax residency, email address and phone number.

X. Correspondence/Notifications with CashDirector

1. Any written correspondence addressed to CashDirector shall be delivered to the following address: CashDirector S.A. Al. Jerozolimskie 96, 00-807 Warsaw (Poland). Any correspondence addressed to the Bank shall take place in accordance to the provisions of the Terms and Conditions.
2. Any correspondence addressed to the Client, which does not concern system messages, will be sent to the Client's e-mail address. Any delivery will be deemed successful if sent to the Client's e-mail address. The Client is solely responsible for the provision of the correct e-mail address and for updating it, the case being.
3. The Client agrees to receive e-mails. Depending on the option selected via the Platform, the Client will receive e-mails concerning the following:
 - a. any documents or PDF files generated by the Business Tools Service;
 - b. reminders of the need to carry out important activities;
 - c. other information.

XI. Liability principles

1. As the Business Tools Service is only of a technical and not of any advisory nature the Operators are not responsible for the Client's accountancy, tax or other legal, administrative or similar obligations.
2. The Operators shall not be liable for any damage caused by incorrect use of the Platform or the Business Tools Service, incorrect introduction of documents or the provision of false or inaccurate data by the Client and, in connection with this, the generation of false documents by the Platform, for failures of the Internet network connection and the resulting unavailability, limited availability or improper operation of the Platform or any part thereof, as well as for any other reason beyond the Operators' control.
3. The Client undertakes to ensure that none of the elements handed by the Client to the Operators violates any rights of a third party or any applicable regulations.
4. The Client shall indemnify the Operators from and against all liabilities, damages, reasonable costs and expenses, awards, judgements, and settlements (including all interest, fines, penalties and reasonable legal and professional costs and expenses) incurred by the Operator as a result of or in connection with any claim, demand or action (including any alleged infringement of third party rights) which directly results from a breach of, or non-compliance with the warranty above.
5. The Operators may only be held liable for direct damages and losses resulting directly and exclusively from failure to comply with or perform its duly established obligations. In any and all cases, the Operators' liability is limited to the case of wilful misconduct ("*dol/bedrog*") to the exclusion of any other type of fault, including gross negligence ("*faute lourde/zwane fout*").
6. Notwithstanding the merits of an eventual claim, the aggregate liability of the Operators for any and all damages and losses arising during the provision of the Business Tools Service, including any measure of replacement, correction or forced execution that may be requested by the Client and/or ordered by a court, is limited to the fee paid by the Client for the Membership subscription to the Bank for maximum twelve (12) settlement periods (a settlement period shall mean, respectively, a monthly period or thirty (30) days) paid by the Client in the settlement period

immediately preceding the date on which the event causing the damage occurred. The Client hereby releases the Operators from any liability above that limit.

7. The Operators' liability can only be triggered within two (2) years as from the occurrence of the triggering event, regardless of the time of its knowledge by the alleged victim.
8. For clarity, it is understood that the present limitation of liability concerns all claims for the entire duration of the contractual relationship among the Client and the Operators, after deducting any amount under previous chargeable events.
9. Notwithstanding the above, the Operators will not be liable to the Client for any consequential, incidental, indirect or special damages. In this regard, the Client agrees that Operators shall not be liable in contract, tort (including product liability, strict liability and negligence), or otherwise for loss of savings or profits (anticipated or actual), loss of goodwill or data or business interruption.
10. The Operators are not jointly liable and each Operator's liability must be established individually on basis of its own personal misconduct.
11. The Client and the Operators agree that should any of these liability clauses be found invalid or otherwise irregular, it should be replaced by the valid and regular liability clause that is the most favourable to the Operators.

XII. Fair usage of Business ToolsService

1. Each Client must ensure that no other persons or entities use the Business ToolsService. The Client understands that the use of the Business ToolsService is strictly limited to professional purposes. The Client expressly agrees not to use the Business Tools Service for other purposes such as private or non-commercial purposes. The Client has no right to use the Platform to provide services to third parties.
2. The Bank may, at its sole discretion, restrict, suspend or terminate the Business Tools Service (with or without prior notice/warning, depending on the gravity of the behaviour) in case it has reasonable reasons to believe that the use of the Business ToolsService by the Client is abusive, improper or fraudulent. The same applies if the use of the Business Tools Service by the Client could cause a prejudice to the Bank, CashDirector or other clients of the Bank or third parties. This will notably be the case if the Client uses the Business Tools Service in a manner which is considered to be offensive, defamatory, obscene or contrary to public interest or national security.

XIII. Complaint procedure / information about irregularities

1. All complaints related to the Business Tools Service should be reported to the Bank's Customer Happiness Center in accordance with the provisions of the Terms and Conditions and not later than within seven (7) days from the date the Client received information about an event justifying the complaint.
2. A complaint should contain a detailed description of the event justifying the complaint, the name and surname of the reporting party and the Client's company ID number, the name and surname of the reporting party and the contact telephone number.

XIV. Protection of intellectual property rights

1. Copyrights related to the Platform as well as any patents, trademarks, copyrights and/or any other intellectual property rights and/or any proprietary or confidential information related to the Platform are the sole and exclusive property of the Operators or have been made available to the Operators on the basis of an appropriate agreement and are subject to a legal protection.

Any patents, trademarks, copyrights and/or any other intellectual property rights and/or any proprietary or confidential information related to the Business Tools Service and any content (including the selection and arrangement thereof) made while rendering the Business Tools Service and/or made available on the Platform or in the Business Tools Service, such as texts, photos or multimedia, are and shall remain the sole and exclusive property of the Operators or their cooperators, as the case may be.

2. The Operators grant the Client a non-exclusive, royalty-free license as is necessary or useful to enable the Client to use the Platform and the Business Tools Service and benefit from it. This license is incidental to the Cash Rules. Accordingly, the license will automatically terminate immediately after the termination of the Agreement.

Apart from abovementioned license, nothing herein shall be construed as conferring on the Client by implication or otherwise, any right, title or interest in, or any license under any intellectual property right, confidential information or other trade secret now or subsequently owned by the Operators.

3. Copying or modifying, including removing any part or element of the Platform or the Business Tools Service, in whole or in part, as well as modifying or using it in a manner other than specified in the Cash Rules is prohibited.

XV. Amendments to the Cash Rules

1. The Client acknowledges that the Bank may replace CashDirector by another entity selected by the Bank. The Client will be notified not less than thirty (30) days before the change of CashDirector by another operator and will be provided with details related to the name and registered address of the replacing operator. The Client has the right to object to such change. In case of objection, the Agreement will be terminated upon the expiry of the abovementioned notification period of thirty (30) days. When the Client doesn't notify the Bank on his objection within the abovementioned notification period all rights and obligations of CashDirector are transferred to the replacing operator.
2. The Operators have the right to unilaterally change the provisions of these Cash Rules. The Client is informed of every change of the Cash Rules through a notification on the Platform and via an e-mail to the Client's e-mail address. A copy of the new Cash Rules is provided to the Client on a durable medium upon request.

The Client has the right to object to such changes. In case of objection, the Client has the right to terminate the Agreement, free of charge and prior to the entry into force of the new Cash Rules. When the Client doesn't notify the Bank on his objection within one (1) month after the date of the notification to the Client, the Client is deemed to have accepted the new Cash Rules

3. Without prejudice to provisions stating the contrary in these Cash Rules, every change to the Cash Rules shall enter into force at the earliest one (1) month after the date of the notification to the Client.

XVI. Final provisions

1. The Client and Operators are professionals and all legal relationships among them shall be interpreted in accordance with the legal provisions related to professional entities.
2. All the rights and obligations of the Client and the Operators are governed by and should be construed in accordance with Belgian law.
3. If any provision of the Cash Rules is deemed invalid by a final court ruling, the remaining provisions shall remain in force.
4. Any disputes arising between the Client and any of the Operators shall first be resolved amicably. If an amicable settlement of the dispute proves impossible and without prejudice to overriding and mandatory legal provisions providing for the competence of other jurisdictions the Operators or the Client may seize the courts of Brussels for any dispute arising from or relating directly or indirectly to their business relationship.