

## 1. General information about Batopin

Batopin (Belgian ATM Optimisation Initiative) is a payment institution accredited and supervised by the National Bank of Belgium (NBB)<sup>1</sup>. Batopin was started by Belfius, BNP Paribas Fortis, ING, CBC and KBC (hereinafter: “**the member banks**”).

Batopin is a public limited liability company (“*naamloze vennootschap*”) organised and existing under the laws of Belgium, having its registered office at Boulevard Saint-Lazare 10, B-1210 Saint-Josse-ten-Noode, registered with the Crossroads Bank for Enterprises under number 0744.908.035 (hereinafter “**Batopin**”).

Version number	Date	Description
1.0	30/05/2021	First publication
2.0	01/02/2023	Second publication

## 2. Changes to the internal rules

Batopin may change the internal rules. These changes will take effect from the moment they are made available via the Batopin website.

### Description of the services

Batopin is a recognised payment institution that offers payment services (the Services) via ATMs to the users of its ATMs.

Whether a cardholder has access to the various Services depends on the services associated with their payment card and on whether the cardholder is a customer of one of the member banks.

- Cash withdrawal

With this service, a cardholder can withdraw money from the current account at a Batopin ATM. This service is accessible to all cardholders whose financial institution that issued the card is a member of the card schemes supported by Batopin (Visa, Mastercard, Bancontact).

- PIN change

The cardholder can change the PIN of his payment card at any ATM. This service is accessible to all cardholders whose financial institution that issued the card is a member of the card schemes supported by Batopin (Visa, Mastercard, Bancontact).

- Consult balance

The cardholder can consult the balance of the accounts linked to the payment card at an ATM. The balance shown is the balance of the transactions processed up to that point in the system at account level. This balance is only informative, the Payment Service User cannot derive any rights from it. This service is only available to cardholders who are customers of one of the member banks.

- Cash deposit

With this service, a cardholder can deposit money into their current account at a Batopin ATM. The cardholder can deposit euro banknotes. After which the device counts the banknotes and, after

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<sup>1</sup> Boulevard de Berlaimont 14, B-1000 Brussels (tel: +32 2 221. 21.11- [www.nbb.be](http://www.nbb.be))

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approval by the customer, the amount is immediately credited to the account linked to the card. This service is only available to cardholders who are customers of one of the member banks.

- Updating identity details

In the context of the legal obligations that must be complied with by banks, it is important that they are always in possession of the identity details of their customers. In this context, banks can request a confirmation or update of your personal data. Batopin makes its ATMs available to the banks with which it has concluded an agreement in order to comply with their legal obligations. In concrete terms, this means that if you use a Batopin ATM, you may be asked to have your electronic identity card read in.

In the context of the Services provided by Batopin, the Payment Service User irrevocably authorises Batopin to debit the amount of each cash withdrawal (and/or any other transaction) with a payment card at Batopin's ATM (whether or not with their knowledge or authorisation) from the account.

### **3. Relationship between Batopin and ATM users**

#### 3.1 General provisions

As a licensed payment institution, Batopin offers Services to the Payment Service Users. By using the ATMs, the user agrees to the provisions contained in these internal rules.

These internal rules regulate the rights, obligations and responsibilities of the Payment Service User and of Batopin, which arise from the use of Batopin's ATMs and the execution of payment services.

By using the Services, the Payment Service User is deemed to have taken note of these internal rules and to accept them. The Services may only be used in accordance with the Internal rules.

The specific terms, conditions and regulations drawn up by the institution that issued the payment card and which apply to the use of the card remain unaffected. If the terms and conditions drawn up by the institution that issued the payment card stipulate that money can only be withdrawn if there is a positive balance on the current account, then these conditions will also apply when using a Batopin ATM.

As a Payment Service User, you do not pay Batopin any costs for using the ATMs.

#### 3.2 Batopin obligations

Batopin undertakes to execute in a correct and timely manner the instructions of the Payment Service User and the institution that issued the cards, as well as to respect the payment schedules, insofar as these have been correctly and legitimately communicated to Batopin. For the Payment Service Users, this communication will take place by using the Batopin ATMs.

At the level of card issuing institutions and payment schedules, the instructions include matters such as the application of limits, the blocking and/or retention of cards by the ATMs, the non-offering of certain services. For more information in this regard, please contact the institution that issued the card. The instructions by the institution that issued the cards can be given through the card schemes or directly between these institutions and Batopin.

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Batopin undertakes to have the necessary infrastructure available to execute these instructions by having adequate communication channels in place with the financial institutions and card schemes over which the transactions are conducted.

Batopin further undertakes to handle questions and complaints addressed to Batopin by the Payment Service Users in a timely and adequate manner.

After executing the Payment Service User's instruction, Batopin offers the latter the option of a summary of the instruction including the reference of the instruction, the amount of the instruction and the date of receipt of the payment order.

### 3.3 Obligations of Payment Service Users

#### ➤ Obligations regarding the use of the payment card

The Payment Service Users undertake to strictly comply with the terms and conditions governing the use of the payment cards, which have been drawn up by the institutions that issued the card.

#### ➤ Obligations regarding the use of the Batopin Services

The Payment Service Users undertake to use the Batopin Services only in a lawful manner and for legitimate purposes, and to exercise due care when using the ATMs. This includes the following obligations for the Payment Service User:

- The Payment Service User is not to use the Services for any illegal activity or any activity that is contrary to or prohibited by applicable law.
- Stopping the use of the Services in the case of any suspicion of loss, theft, fraud or other atypical situation when using the ATMs.
- Reporting any atypical situation that arises when using the ATMs to Batopin via the contact details provided with on each ATM.

#### ➤ Obligations concerning Batopin's ATMs and the infrastructure that Batopin makes available

The Payment Service Users undertake to correctly and legitimately use the Batopin ATMs as well as the infrastructure that Batopin makes available for the use of the ATMs.

The Batopin locations are solely intended for the Services that Batopin offers and have no other function. The cash points cannot therefore be used for gatherings, staying the night or any other purpose. No smoking, eating or drinking may take place at the cash points. No waste may be left behind.

No damage may be done to the building or to the ATM machines. A permanent security camera is in operation. The Batopin locations are also equipped with an alarm system with sirens and fog protection to protect against burglary. Please do not tamper with this installation causing the alarm to go off unnecessarily: the accompanying sirens are very loud and the security smoke protection can cause you to become completely disoriented due to an abrupt interruption of all visibility.

The building is also equipped with a fire alarm system and fire extinguishers. If the alarm goes off, calmly leave the building and notify the emergency services. It is best to check in advance where the emergency exits are and where the fire extinguishers are located.

#### **4. Liabilities**

##### **4.1 Batopin liabilities**

If and to the extent that Batopin complies with its obligation to exercise reasonable care and skill in the provision of its Services, Batopin shall not be liable to the Payment Service User for any loss, damage, cost or expenditure, direct or indirect, consequential or other damages, that occur in connection with one or more of the following events:

- (a) the unauthorised use of the card or secret code of the Payment Service User;
- (b) non-acceptance of a card or secret code of the Payment Service User;
- (c) a malfunction and/or defect in one of Batopin's systems (or of its sub-processors);
- (d) a delay, error or defect in the technology of the Service or a delay, error or defect in access to the Service, or failure to access the Service or loss of access to the Service;
- (e) delay or non-performance by Batopin due to circumstances beyond its reasonable control (force majeure);
- (f) acts of Payment Service Users or third parties entering the cash points, such as manipulation, theft, vandalism, robbery, etc.
- (g) any damage, loss or theft of the goods of the Payment Service User

Batopin remains liable at all times for fraud, intent or gross negligence on the part of Batopin. Liability also cannot be excluded in the event of physical damage (Article VI 83, 25° Belgian Code of Economic Law).

The Payment Service User must contact the card issuer for the non-execution or defective execution of the (requests for) transactions registered by it that have been carried out with the card on ATMs that it makes available.

##### **4.2 Liabilities of ATM users**

If damage occurs to Batopin or third parties due to improper use of the alarm system, the liability of the user(s) involved will be invoked.

The Payment Service User is in any case liable for all harmful consequences resulting from the use of the Services if they have acted fraudulently, committed a gross error and/or acted negligently.

#### **5. Processing of personal data**

Batopin processes your personal data for the purposes described in our privacy statement, in order to guarantee our services, to ensure your safety, to answer your questions, and to keep you informed of

our services, etc. You can also find more information about the processing of your personal data in this context by Batopin in the privacy statement.

Consent to the execution of one of the payment services constitutes the Payment Service User's consent to the access, processing and storage of the personal data necessary for the payment services offered.

## **6. Intellectual property rights**

The content and design of these ATMs, including trademarks, logos, symbols, data, product or company names, texts, images etc. are protected by intellectual property rights and belong to Batopin or entitled third parties. Any reproduction of all or part of this content and/or design is prohibited without the prior, written and explicit permission of Batopin or the entitled third parties. A request for this must be sent by email to [info@batopin.be](mailto:info@batopin.be). In the event of an infringement of its intellectual property rights, Batopin will be obliged to immediately take all necessary measures to stop these infringements and to seek compensation for the damage.

## **7. Complaints and questions**

In the case of questions or complaints related to a Batopin cash point or ATM, the cardholder can use the following channels:

- Scanning the QR code on the ATM screens and filling in the form provided for this purpose.
- Contacting the help desk at 0800 713 02.
- Send an email to [info@bancontact.cash](mailto:info@bancontact.cash)

## **8. Suspicion of fraud**

In the event of suspected fraud, the cardholder can contact their bank. If there is a possibility that the transaction was fraudulent, they should also contact their bank. If it concerns a Belgian card that has been lost or stolen, the cardholder must contact CardStop.

**9. Legal remedies**

Belgian law applies to the terms and conditions as included in the present Internal rules. Only the Belgian courts are competent for disputes arising from the application of these Internal rules.