

## Terms and conditions of portfolio website

November 2013 Version

### 1. Definitions

Terms and conditions of CapitalatWork Foyer Group S.A. portfolio website:

“CapitalatWork”	CapitalatWork Foyer Group S.A., its successors at law and/or its assignee;
“user name”	the combination of letters and digits that CapitalatWork assigns to the client and of which it notifies him;
“identification codes”	the codes that are to be used by the Client (inter alia) to identify him vis-a-vis CapitalatWork with a view to the security of the portfolio website, for example the user name and password;
“password”	the secret code that consists of a combination of letters and digits that CapitalatWork assigns to the client and of which it notifies him and the code that has been personally modified by the Client;
“portfolio website”	the “MyCapitalatWork” website and services, as described in detail in Article 2 provided by CapitalatWork (possibly amended).

### 2. General provisions

**2.1.** The portfolio website gives the Client the option of using the internet to:

- consult his cash and securities account(s) and portfolio;
- view movements related to his cash and securities account(s), with details of sale and purchase transactions;
- view the calculation of the return for his portfolio.

Over time, the range of information may be further refined or expanded.

To this end, the Client must have access to devices, software and (internet and/or telecommunications) services that allow access to the internet, as well as the identification codes provided by or on behalf of CapitalatWork.

**2.2.** The Client will receive the (URL) internet address of the portfolio website and a user manual regarding access to and use of the portfolio website from CapitalatWork. The Client agrees to comply with these terms and conditions and all regulations pertaining to the portfolio website. He accepts the risks and dangers inherent to sending the identification number and secret codes via post or email. He is required to alert CapitalatWork should he not receive these within a reasonable time.

**2.3.** The Client receives a non-exclusive and non-transferable right to use the portfolio website and its corresponding applications and identification codes in accordance with the terms and conditions included herein. The Client complies to exclusively make use of the user rights pertaining to the portfolio website for his own use and under his own responsibility.

**2.4.** All intellectual property rights related to the portfolio website and all elements that constitute the website, applications, terms and conditions and user manuals belong exclusively to CapitalatWork. The Client's rights to the portfolio website are limited to right of access. Making extracts, copies or compilations of, amendments or modifications to the portfolio website, software, applications, terms and conditions or user manuals available to third parties is prohibited.

**2.5.** The brands, names and logos, whether registered or unregistered, present on the CapitalatWork website are the exclusive property of CapitalatWork or other companies and their reproduction is prohibited. Internet users are inter alia prohibited from using them as “metatags” on other websites.

Without prejudice to the provisions of mandatory, applicable law, the connections not explicitly regulated in the present terms and conditions are covered by CapitalatWork's General Terms and Conditions.

### 3. Access

**3.1.** The Client handles the purchasing and procurement and uninterrupted availability of all internet and/or telecommunication services, devices and software required for accessing the internet and the portfolio website. The charges arising from this are borne by the Client.

**3.2.** The Client is obliged to treat the internet and/or telecommunication services, computer devices and software in such a way that no damage can be caused to CapitalatWork and/or third parties.

**3.3.** The Client is obliged to use the services, devices and software listed in the first paragraph in accordance with the rules and instructions of CapitalatWork, to the extent that these are used to access the portfolio website.

**3.4.** CapitalatWork is not a party to agreements (concluded or still to be entered into) between the Client and providers of the services, devices and software listed in the first paragraph.

**3.5.** Portfolio website access is partially contingent on the general accessibility of CapitalatWork's computer infrastructure. Should CapitalatWork consider it necessary or desirable, the

computer infrastructure may be interrupted for maintenance, repair and/or other purposes at any time. To the greatest extent possible, CapitalatWork shall endeavour to inform the Client of this in advance.

**3.6.** Identification codes are required to gain access to the portfolio website. The use of incorrect identification codes shall result in denied access to the portfolio website. Should an incorrect password be entered in combination with a user name three times in a row, access to the portfolio website will be blocked permanently for the user in question. In that case, the Client must contact CapitalatWork.

**3.7.** CapitalatWork may temporarily or permanently deny access to the Client at any time, or block access, even without prior notification and without further explanation.

## 4. Security

**4.1.** Upon first use of the website, the Client undertakes to replace the password that he was personally assigned by or on behalf of CapitalatWork with a personally selected password that is to be kept secret.

**4.2.** The Client undertakes to comply with all security regulations and take the necessary measures to protect the confidential nature of his identification codes. These are strictly personal, non-transferable and may under no circumstances whatsoever be provided to third parties. The Client must maintain the password's confidentiality vis-à-vis other people, including family members, housemates, co-account holders and authorised representatives. The Client takes full responsibility for transactions executed on his behalf using his identification codes.

**4.3.** As soon as improper use has been ascertained, or should there be a suspicion of improper use, the Client shall notify CapitalatWork of this immediately. This applies in the event of loss or theft of his user name and/or password, as well as for cases where the Client has not received his user name or password within a reasonable time in relation to dispatches by post. This notification must be confirmed by registered letter, addressed to CapitalatWork. The Client is liable for damage resulting from loss, theft or abuse of his user name and/or his password, until such time that CapitalatWork is able to take the measures required to prevent further abuse as a result of it having been notified of loss or theft.

**4.4.** Due to, inter alia, the open and international nature of the internet and attempts by third parties ("hackers") to evade otherwise functional security, CapitalatWork cannot provide any explicit or implicit guarantee whatsoever with respect to the security of the portfolio website. The Client accepts the risks (including security risks) arising from the open and international nature of the internet.

**4.5.** The circumstances cited in this article may lead to the use of the portfolio website being suspended temporarily, fully or partially.

## 5. Liability

**5.1.** All obligations of CapitalatWork within the framework of making the portfolio website available are best efforts obligations.

**5.2.** Without prejudice to the provisions of the General Terms and Conditions, CapitalatWork is not liable for damages of any nature whatsoever, due to:

- full or partial inaccessibility of the portfolio website;
- non-current, incorrect or incomplete information and/or calculations on the portfolio website;
- interruptions or malfunctions deriving from non-functioning or malfunctioning services (including internet and/or telecommunication services) and/or devices and/or software of the Client, CapitalatWork and/or third parties;
- a delay of and/or an error on a statement - regardless of the cause - as well as unauthorised perusal, modification and/or transmission of a statement;
- errors or inadequacies (for any reason whatsoever) in the identification codes;
- unauthorised use of identification codes;
- acts or omissions on the part of the Client in contravention of a provision of these terms and conditions, as well as;
- other more detailed conditions that apply to the use of the portfolio website;
- the Client's failure to observe instructions and/or regulations of CapitalatWork.

**5.3.** CapitalatWork is, without prejudice to what is laid down in the second paragraph of this article, not liable for consequential damage and intangible injury arising from and/or relating to usage of the portfolio site.

**5.4.** CapitalatWork does not exercise any control over and is not liable for the websites or internet locations of third parties to which the Client gains access via hyperlinks that can be found on the websites of CapitalatWork or that link to websites of third parties, nor for any information or hyperlinks that may be found at such locations. CapitalatWork provides optional hyperlinks solely for the convenience of the Client and has not checked, tested or verified the information or the hyperlinks that may be found at such locations.

Providing the opportunity to visit other websites or internet locations via hyperlinks can in no way whatsoever be considered a form of advice, nor does it constitute ratification or affirmation of the information to be found at these locations.

## 6. Electronic registration

CapitalatWork electronically registers all Client activities on the portfolio website. The Client acknowledges that CapitalatWork maintains a file to this end and that the registry of CapitalatWork in which the different activities are logged may act as probative value between the parties.

Logging of activities or, if applicable, the absence of traffic on the portfolio website does not result in any processing, information or follow-up obligation on the part of CapitalatWork in any way whatsoever towards the Client.

The Client accepts that CapitalatWork is able to collect and store activity during internet sessions on the account(s) and that these may be submitted as evidence that all the required information has been provided to the Client.

## 7. Use and protection of data

**7.1.** Processing personal data pertaining to the Client as part of the portfolio website is conducted under the responsibility of CapitalatWork, in accordance with the General Terms and Conditions (Article 6), supplemented by these terms and conditions.

**7.2.** The personal details that are processed as part of the portfolio website are those that have been retrieved from the Client, data obtained from third parties by CapitalatWork in the context of its normal activities, as well as, where applicable, certain data pertaining to internet traffic and the internet browsing habits of the Client. These data may be used by CapitalatWork with a view to client management, account management, (direct) marketing, public relations and other banking activities, as well as with a view to optimisation purposes of the website, analysis of traffic and statistical analyses. These marketing and research analyses may be carried out by third parties other than CapitalatWork, by means of anonymous data obtained using cookies. The Client has the option of refusing the installation of cookies on his PC by changing the preferences in his browser.

**7.3.** The Client has the right to object to the processing of data relating to him personally for marketing purposes. He also has the right to access and correct the data that are of importance to him. For further information in this regard, the Client should address the Customer Service Department on telephone number +352 437 43 3053/6227 or at the following email address: info@capitalatwork.lu.

**7.4.** Personal data regarding the Client are communicated within the CapitalatWork group according to processing requirements with a view to the aforementioned objectives. They can also be communicated to other companies that are members of the same group of companies as CapitalatWork, which shall use

these data under their responsibility and for the same purposes.

## 8. Rate and costs

CapitalatWork shall not charge the client fees for accessibility to and/or use of the portfolio website. However, introduction of fees is possible in the manner provided under Article 9.

## 9. Changes

CapitalatWork is authorised at all times to introduce additional requirements and restrictions regarding the use of and access to the portfolio website. CapitalatWork has the right to unilaterally amend the provisions of these terms and conditions, as well as the terms of its services, instructions, and user manuals at any time. CapitalatWork shall inform the Client of this or provide him with the opportunity to take due note of this by email, account statement or publication on the welcome page of the portfolio website. Any unilateral change by CapitalatWork gives the Client the right to terminate his access to the portfolio website within 15 days following the publication of the amendment.

## 10. Duration and termination

**10.1.** These terms and conditions apply for an indefinite period starting from the time at which the Client obtains identification codes and/or user instructions regarding the portfolio website and has used it/these.

**10.2.** Any party may terminate access to the portfolio website, provided that a notice period of one month is observed. CapitalatWork reserves the right to terminate access to the portfolio website with immediate effect and without observance of a notice period should it be of the opinion that there is good reason to justify termination, which includes, but is not limited to, the Client's non-compliance with the terms and conditions and/or failure to follow instructions and rules regarding the portfolio website.

**10.3.** In the event of termination, CapitalatWork shall allow the Client to download the data regarding his portfolio within a reasonable time period. If requested, CapitalatWork shall provide the Client with a historical overview of the transactions on his cash and securities account(s).

**10.4.** Should access to the portfolio website be terminated for any reason whatsoever, or at the first request of CapitalatWork, the Client shall destroy the identification codes.

\* The use of male personal pronouns for the term "Client" also refers to any female contractual partner or any plural form of contractual partners of CapitalatWork.