

# Disclaimer & Terms and Conditions

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1.1. The term “User” only implies people working either in the investment industry or with it because of their professional activities. The User is allowed by IPI BV (“The Service Provider”) at all times to visit and/or use our websites or parts thereof, while complying with these Terms and Conditions. The Service Provider reserves the right to adjust these Terms and Conditions without informing the User. We advise you, therefore, to regularly check these Terms and Conditions.

1.2. In order to use one or more facilities of our services, you must register as a user on investmentofficer.lu. In doing so, you need to supply us with your correct and full personal data. It is then your responsibility to inform us of any changes in these data by changing them yourself.

1.3. You are responsible for the safety and correct use of all the usernames and passwords you registered to use when logging in to investmentofficer.lu. You need to ensure that these data are carefully treated, safely stored, correctly used and not made public to non-authorised people. You are responsible for all activity on and by your accounts. You must inform us if you think there is cause to assume non-authorised people know, or will be able to know, your username and password, or can abuse them or will be able to abuse them in any which way.

1.4. If you forget or lose a password or username, you can use investmentofficer.lu to change your password. We reserve the right to (temporarily) block access to investmentofficer.lu and our services for that username in combination with that

password when it is likely that a breach of the website's safety or privacy is taking place or can take place.

1.5. Investmentofficer.lu is only meant for personal and non-commercial use by the User. The User agrees to only use the website legally.

1.6. The User must not adjust, copy, distribute, transfer, send, publish, display, implement, reproduce, license or sell any of the information or services provided on the Website. Neither must the User develop any products derived from the Services and the website. All intellectual property and the rights of the parties supplying content for the website and their associated services are reserved.

1.7. The User must not gain unauthorised access to the computer systems and the databases of the Service Provider. Neither must the User apply data inscription, datamining or content protection to investmentofficer.lu. The User must not damage the provided services in any which way or form.

1.8. Our websites were developed for the sole purpose of use within the targeted provision of supply of information and transfer of knowledge to professional investors. The software will only be licensed for personal use within this service provision. The Service Provider does not grant you the right to use the software in any other way. You agree to only using the software on the Service and to not using the Service in any other way for yourself or to giving it to others for them to use it. Neither is it allowed to use server emulators on our websites. It is not allowed to dissect and/or compile the Software and its communication protocols.

1.9. You safeguard the Service Provider and its sister companies, subsidiaries, associated companies, shareholders, representatives, agents, co-branders, any other parties ("Safeguarded Parties") and employees against any and all claims for damages, including costs of legal counsel incurred by a third party, directly or indirectly caused by non-compliance with the General Terms and Conditions by you.

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## 2. Use of the Service

2.1 Investmentofficer.lu appreciates contributions from its Users. The User agrees to only using them for sending or publishing articles which are correct, compliant with good morals and the requirements of the Website. More specifically, but without limitations, the User agrees that, when using the Service:

2.1.1. They do not use Investmentofficer.lu for the purpose of currency exchange manipulation, unethical behaviour, junk e-mail, spam or any other double of unsolicited messages (commercial or otherwise);

2.1.2. They do not abuse the rights of others (such as the right of privacy and portrait rights), including activities such as stalking, threatening behaviour, abuse, harassment;

2.1.3. They do not publish, post, upload and/or distribute any offensive, illegal, racist, pornographic or any other unethical name, subject, material and information;

2.1.4. They do not upload any files containing software or any other legally protected material, unless they are the owner of these rights, or they have received permission from the owner of these rights;

2.1.5. They do not upload any files containing viruses, Trojan horses, worms, time bombs, cancelbots and corrupt files or any other software or programmes which can damage somebody else's computer or property;

2.1.6. They do not advertise and do not offer products or services against payment;

2.1.7. They do not download any files of any other Users;

2.1.8. They do not counterfeit or remove any contributions or any form of source references of an author, nor do they remove or counterfeit any proof of origin or any other material which is included in uploaded files;

2.1.9. They do not limit the user rights or the enjoyment of the Users;

2.1.10. They comply with the code of conduct regarding Communication Services or any other guidelines and agreements for that same purpose;

2.1.11. They do not collect any personal data of other Users, including e-mail addresses;

2.1.12. They do not breach any current laws and regulations;

2.1.13. They do not assume a fake identity or the identity of another User, person or organisation, with the sole purpose of deceiving others;

2.1.14. They do not counterfeit any titles or manipulate any identification units in any other way in order to hide the origin of material sent by the system;

2.1.15. They will not use, download, copy or provide any information about any User, or groups of Users (whether or not against payment) to any other person, company or entity.

2.2. You safeguard us against all loss, liability, damages and expenses which could have been caused by using the Services or by visiting the Website(s), regardless of any judgment by any Courts or any other valid jurisdiction, including:

- (a) Claims by third parties regarding your abuse of the Services, be it offensive, pornographic, racist, exchange rate manipulation or any other illegal use of the Services and:
- (b) Claims by a third party regarding your use of the Services being in conflict with a copyright or any other intellectual property right of any nature and:
- (c) Fines and penalties imposed by regulating and advising authorities, bodies and trade organisations, regarding the use of the Services by you.

2.3. It is not the Service Provider's responsibility to monitor the Website. However, we do reserve the right to check user-generated content and to remove it at our own discretion.

The Service Provider shall treat all Users equally and fairly, regardless of gender, age, civil status, race, ethnic background or nationality.

2.4. The Service Provider reserves at all times the right to disclose at their own discretion certain information, when there is need for it based on law, regulation or constitution, or to refuse, change the contents, or even remove after publication requests for publication (or parts thereof).

The Service Provider can be ordered, among other based on the Law Securities Trading Supervision 1995, article 48, first paragraph, by supervising authorities or investigation services, to make available data for ongoing investigations.

2.5. The Service Provider does not check the content, messages and information on the Website on their correctness and can, for that reason, not be held accountable for their content.

### 3. Limited guarantee and liability

3.1. It is possible that the Website contains material in the form of information we received from sources, we consider to be reliable. However, the Service Provider does not accept liability for, nor does it guarantee the authenticity of such material.

3.2. The Service Provider does not guarantee that the content of the Website and the Software and other services available on the Website are without errors, that the Services will not be interrupted or that no viruses or other contagious and damaging files can be exchanged. The Service Provider does not accept any liability in case this happens.

3.3. The Website's information is regularly updated. However, the Service Provider does not give any guarantees regarding the quality, completeness, usability, clarity and efficiency of the Website and its contents.

3.4. Within the boundaries of the Dutch legislation, the User agrees that the Service

Provider is not liable for any damages (including, without limitations, indirect damages, including loss of business opportunities, data, goodwill, products or profit), which can be caused by using, or not being able to use, the Website or its contents, or in any other relation to the Services.

3.5. The User uses the Services at their own risk. The Service Provider does not give any guarantee regarding the Website and the information on it. Specifically, the Website services, including the Software, are provided “as is” – “with all limitations” – and “if available”. Insofar as allowed by the current law, the Service Provider safeguards themselves against all guarantees, conditions and duties of any nature.

#### 4. Third parties

4.1. The User declares they know that some links on the Website lead to sources hosted on servers of independent third parties over which the Service Provider does not exercise any power or control. Therefore, IPI BV does not accept any liability or responsibility for the material on those servers. Nor is the Service Provider responsible for the availability of these servers and their content. The User agrees and declares to be themselves responsible for the assessment of information, products or services provided by us or third parties via the Website and that we will not be party to, or responsible for transactions between the User and any third parties.

4.2. It is possible that links to other Websites contain “cookies” or request personal information and, because we do not control these websites, we are not responsible for their acts.

4.3. Parts of the Website contain commercial messages of third parties. These advertisers are responsible for ensuring that the messages they post on the Website comply with the applicable law. We are not responsible for any of these messages.

5. Agreements regarding use and storage the User declares to agree with the fact that the Service Provider has implemented a few agreements and restrictions in terms of using the Services, including, but not limited to, the maximum number of days that messages and other uploaded material are stored in the Services, the maximum number of messages that can be sent and received per account via the Services, the maximum size of a message to be sent or received via the Services, the maximum writing space reserved for you on the server of the Service Provider and the maximum number of

times and the maximum length of time the Services can be used per specific time unit.

## 6. Protection of personal data

All personal data you make available to us shall only be used under the conditions of our Privacy Policy. Said Privacy Policy is not applicable to websites of third parties.

## 7. Other provisions

7.1 Except where otherwise indicated by the context, our General Terms and Conditions use the term “Personal Data” for all data provided by the User themselves and related to a living individual, who can be identified with these data, and any other data which is available to or can become available to the Service Provider.

7.2 The Service Provider has the right at all times to adjust the Services (or parts thereof), to temporarily or definitively discontinue the Services, with or without prior notice, without being liable to either the User or any other third party.

7.3 These General Terms and Conditions need to be read in accordance with the Privacy Policy regarding the protection of personal data and the User’s Privacy.

## 8. Applicable law

These General Terms and Conditions comply with Dutch Law and all parties declare hereby that the Dutch Courts are exclusively authorised to judge cases regarding issues and disputes resulting from or related to the Website and these General Terms and Conditions. Under these General Terms and Conditions, you are not allowed to transfer your rights or out-license them.

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