

# **Legal Information and Website Terms and Conditions of Use**

Before proceeding any further, please read the section below containing IMPORTANT INFORMATION on, inter alia, certain restrictions to the marketing of collective investment schemes and to the publication of the information available on this website. By accessing or using this website, you agree to comply with and be bound by the 'Legal Information and Conditions of Use of this Website'.

### 1. Collective investment schemes' Website of Bank Degroof Petercam

This website, available at https://funds.degroofpetercam.com (hereinafter the "Website"), is the website of several Collective Investment Schemes distributed and/or managed by Bank Degroof Petercam (hereinafter the "CIS").

The 'Legal Information and Website Terms and Conditions of Use' only apply to this Website. Other terms and conditions of use apply to the other websites of the group Degroof Petercam and which we would invite you to read when you visit other websites of the group Degroof Petercam.

#### 2. Access to the Website

Access to the Website is reserve to clients of the private bank Bank Degroof Petercam, domiciled or residing in Belgium.

Access to the Website is prohibited to any person domiciled or residing in any jurisdiction where the use of or access to this Website would constitute a breach of the laws and regulations applicable therein. In particular, this Website is not intended for residents or citizens of the United States. If you are domiciled or residing in such a jurisdiction, you are not authorised to proceed any further and you must leave this Website immediately. If you are not domiciled or residing in such a jurisdiction, you may access the Website once you have read and accepted the terms and conditions detailed below.

### 3. Intellectual Property Rights

The whole Website and its content, including (but not limited to) texts, graphics, images, logos and icons, are the property of Bank Degroof Petercam or another entity of the group Degroof Petercam and its licensors. These elements are protected by intellectual and other property rights. It is forbidden to copy, duplicate (all or part of), forward (through electronic or any other means), modify, translate, create a link to or use this Website and/or its content for public or commercial purposes without the prior written consent from Bank Degroof Petercam SA (it being understood that users are authorised to download and print elements of the Website solely for personal and non-commercial use, provided that the content is not modified in any way and that all copyright, trademark and other proprietary notices are kept unmodified).

## 4. Available information

Bank Degroof Petercam shall make sure at all times that in accordance with Article 11 of the Royal Decree of April 25, 2014 the information and documents available on the website are accurate, not misleading and coherent. Bank Degroof Petercam updates this website as best as it can and on a regular basis, but delays or temporary lacks of information due to technical issues, internet connection issues, third-party interference, viruses or other reasons cannot be excluded. Further, Bank Degroof Petercam cannot guarantee that the content of a third-party website that may be directly accessed is accurate, exhaustive and up-to-date.



At any moment, unilaterally and without notice Bank Degroof Petercam reserves the right to modify the information on the website, the access conditions and/or the various warnings intended for end users.

The use of this Website is governed by the latest version of the 'Legal Information and Conditions of Use of this Website'. We therefore invite you to check the content of the 'Legal Information and Conditions of Use of this Website' on a regular basis in order to be informed of possible amendments.

#### 5. Conflicts of Interest

The entities of the group Degroof Petercam are involved in various activities including discretionary management on behalf of retail or professional clients (including CIS), brokerage on behalf of clients, proprietary trading, investment research, CIS distribution, investment banking (capital structure advisory, divestments of interests, IPOs, etc.) and private placement.

Entities of the group Degroof Petercam and/or any shareholder/partner, director, manager, senior employee or employee thereof may hold or have held shareholdings or interests in the CIS. Furthermore, such entities or persons may serve or have served as director or manager of the CIS.

Although reasonable measures have been taken to avoid conflicts of interests, these activities and/or specific situations may still create conflicts of interest. If and when such conflicts of interest cannot be avoided, the different entities of the group Degroof Petercam shall aim to manage them in a way that ensures the fair treatment of its clients.

### 6. Risks

As any investment is risky, any return (performance) is not guaranteed.

Past performance is by no means a guarantee of future performance. The value of the instruments held in portfolio may vary (as such value may increase or decrease) and amounts initially invested may not be recovered by the investor(s) in their entirety.

The data and information available on this Website may not, under any circumstances, be regarded as a promise or guarantee of performance. While acting in the best interest of the investors, no CIS or entity of the group Degroof Petercam shall assume or accept any obligation of result in terms of return or performance.

## 7. Privacy and Personal Data Protection

This section explains how Bank Degroof Petercam SA may collect and process your personal data in the context of your use of the Website.

#### a. Categories of data processed – Purposes of processing:

By accessing the Website, you can decide to provide Bank Degroof Petercam with your personal data in order to subscribe to our electronic notification service enabling you to select the CIS in relation to which you wish to receive information by email. The following data will be collected and processed for the purposes of creating and managing your profile and answering your queries: your country of residence/domiciliation, your investor's profile, your email address, your password, your choice of language and CIS, your IP address and certain technical characteristics of the material that you use to connect to the Website. Bank Degroof Petercam will not use the personal data obtained via this way, for other purposes. Your personal data will not be disclosed to third parties other than the entities of the group group Degroof Petercam and their subcontractors with which contractual measures have been taken to ensure the security of your data.



#### b. Use of cookies:

A cookie is a small electronic text file that is sent to your computer and stored on the hard drive by the website that you visit for better functioning and efficiency of the website. Degroof Petercam Asset Managemet uses cookies to improve the navigational experience by keeping a record of certain data (this avoids you having to reintroduce this data each time you visit the Website) and by tailoring the content of the Website to your preferences. You may, at any time, delete or block cookies in your browser parameters. However, some of the Website's features which require the use of these cookies will no longer be available to you.

#### c. Links to other websites:

This Website may contain links to other websites which are controlled or made available by third parties. Bank Degroof Petercam shall not be liable in any case for the processing of personal data and the privacy practices of these other websites. Bank Degroof Petercam encourages you to read the policy on privacy and personal data protection applicable to these other websites before providing any personal data.

## d. Security of personal data:

Bank Degroof Petercam shall use all reasonable endeavours to protect and defend your privacy interests. As a result, your personal data will only be accessed on a need-to-know basis. Bank Degroof Petercam has taken steps to ensure your personal data's security, quality and integrity.

## e. Access, modification and deletion of personal data:

You may object, at any time, free of charge and without any justification, to the processing of your personal data for marketing purposes by sending an email to <a href="mailto:dataprivacy@degroofpetercam.com">dataprivacy@degroofpetercam.com</a>.

You are entitled to access your personal data, collected and processed by Bank Degroof Petercam, and request the modification or deletion (as the case may be) of your personal data if such data are incorrect or unnecessary. To exercise these rights, please send a written and signed request, together with a copy of both sides of your identity card or other identification document as well as any document that proves that you are the owner of the email address provided to create your profile to "Bank Degroof Petercam c/o Data Privacy Officer, Rue de l'Industrie 44, B-1040 Brussels (Belgium)".

### f. Further Information:

For further information on the processing of your personal data by Bank Degroof Petercam SA, please feel free to contact us by email at <a href="mailto:dataprivacy@degroofpetercam.com">degroofpetercam.com</a>).

You may also obtain information on the protection of personal data and privacy regulation from the Belgian Data Protection Authority, Rue de la Presse 35- 1000 Brussels, Belgium (tel.: +32 (0)2 274 48 00 – Website: http://www.dataprotection.be).

## 8. Use of the Website & Related Websites

To the extent permitted by law, Bank Degroof Petercam (or any other entity of the group Degroof Petercam) shall not be held liable for any loss or damage, such as any loss or damage directly or indirectly arising from or related to the access, download or use of the Website (or any other website this Website refers to).

Bank Degroof Petercam accepts no liability whatsoever for any technical incident occurring (for any reason) during the use of the Website (such as any bug or inability of the user's terminal to retrieve the information).

The Website may contain links to other websites which are controlled or made available by third parties. Bank Degroof Petercam SA has not verified the content of the websites linked to its Website and offers no guarantee as to the information or data available on these websites. By providing links to other websites, no CIS or entity of the group Degroof Petercam shall assume or accept liability for any information, data, product and/or service available or offered on such third-party websites.



### General Qualifications

All data and documents available on the Website are provided for information and commercialisation purposes only in the framework of the CIS legislation, more specifically the Belgian law of August 2rd, 2012 relative to collective investment schemes meeting the conditions of directive 2009/65/EU and receivable investment schemes, the Luxembourg law of December 17<sup>th</sup>, 2010 relative collective investment schemes and the Belgian law of April 14<sup>th</sup>, 2014 relative to alternative investment funds and their managers.

This site does not aim to provide investment services like investment advice of portfolio management, described in the law of August 2<sup>nd</sup>, 2002 relative to the financial sector oversight and to financial services and its content shall not constitute, under any circumstances, investment advice or an investment recommendation.

Neither the Website nor the documents contained therein shall constitute an invitation, offer or a solicitation to buy or subscribe to CIS shares aimed at investors in a jurisdiction where such an invitation, offer or solicitation would be illegal.

This information shall under no circumstances be regarded as advice of a legal, tax or other nature.

The liability of Bank Degroof Petercam for damages resulting from accessing or using the Website will only arise in the event of a deliberate act or gross negligence on its part.

### 10. Email

This Website enables you to receive electronic messages from the group Degroof Petercam. Since these messages are sent through the Internet, a public network over which the group Degroof Petercam has no control whatsoever, they may be intercepted, amended or lost. Bank Degroof Petercam accepts no liability in this respect.

## 11. Governing Law

The management and use of the Website are exclusively governed by Belgian law. Brussels courts shall have exclusive jurisdiction over any litigation or dispute related to the management and/or use of the Website.

## 12. Investment Restrictions & Specific Information per Jurisdiction

Certain rules (including rules on public offering and/or marketing of collective investment schemes) may impact the marketing options for CIS and restrict the marketing thereof to certain types of investors. Consequently, some CIS may be publicly available in your jurisdiction while other CIS may be restricted to certain categories of investors. Please, therefore, ensure that the rules you are subject to allow you to subscribe to shares of the CIS described on the Website. Depending on your profile, you will have limited or unlimited access to our range of CIS

### **IMPORTANT INFORMATION:**

A copy of the documents available on this website (i.e. the prospectus, the articles of association and the latest periodic reports (annual report and semi-annual report) of the CIS as well as key investor information) may be obtained on request and free of charge from the CIS' management company, from the CIS' registered office or from the CIS' service provider in your country.



## Any requests may be sent by email to:

• OPC\_montage@degroofpetercam.lu (for one Luxembourg CIS)

# 13. Website Responsibility

# **Legal entity responsible for the Website:**

# Bank Degroof Petercam nv/sa Rue de l'Industrie 44

B-1040 Brussels Belgium VAT BE 0403.212.172

Director of the Website Publication and Domain Names Holder:

## **Bank Degroof Petercam**

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