



WEBSITE TERMS OF USE

The following terms of use (the “**Website Terms of Use**”) apply to you when using the website (the “**Website**”) promoting the mobile application “**FIDEURAM DIRECT**”¹, an online banking and investment services platform launched by the Bank (the “**Platform**” or the “**Application**”).

By using the Website, you confirm that you have read, understood and agree to them without any limitation or reservation. If you disagree with the Website Terms of Use, you shall not consult and/or use the Website.

1. WHO WE ARE AND HOW TO CONTACT US

Intesa Sanpaolo Wealth Management is a *société anonyme* incorporated under the laws of the Grand-Duchy of Luxembourg. Our registered office is at 28, Boulevard de Kockelscheuer, L-1821 Luxembourg, VAT number LU21282223 (“**ISPWM**”).

We are registered with the Luxembourg trade and companies register under number B117963 and authorised by the Luxembourg supervisory authority of the financial sector (the Commission de surveillance du secteur financier, the CSSF) as a credit institution under article 2 of the Luxembourg act of 5 April 1993 on the financial sector.

Intesa Sanpaolo Wealth Management, Belgium Branch, is our Belgian Branch with registered office at Poortakkerstraat 9E, 9051 Ghent, Belgium and registered with the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen/Banque-Carrefour des Entreprises) under number 0563.635.128 (RPR/RPM/RLE Ghent, division Ghent) (the “**Belgium Branch**”).

ISPWM offers the Website with domain name <https://www.fideuramdirect.lu> and ISPWM acting through its Belgium Branch offers the Website with domain name <https://www.fideuramdirect.be>.

The Website Terms of Use govern the relationship between you (**you, your, or the User**) and ISPWM and the Belgian Branch (**ISPWM, the Bank, we, us or our**).

You may contact us at any time via email at support@fideuramdirect.lu or support@fideuramdirect.be and/or via the Website’s “Get in touch” form.

2. SERVICES OFFERED ON THE WEBSITE

The services that are provided on the Website under these Website Terms of Use include the subscription to a newsletter by the Client in order to contact and inform them about market views and educational contents in the investment field and about commercial campaigns/initiatives of the Bank (the “**Newsletter(s)**”) (the “**Services**”).

The Services will be provided in Luxembourg by ISPWM and in Belgium through the Belgium Branch.

¹ “Fideuram Direct” is the name of the investment platform powered by Intesa Sanpaolo Wealth Management.

3. SUBSCRIPTION PROCESS FOR THE NEWSLETTER

To benefit from the Services offered by ISPWM via the Website, you must:

- (i) Go on the website <https://www.fideuramdirect.be> or <https://www.fideuramdirect.lu> ; and
- (ii) Agree to get e-communications from Fideuram Direct² as per its Privacy Policy and Cookie Policy. Consent is revocable anytime;
- (iii) Confirm that you are not an automated system (e.g., by completing the “I’m not a robot” verification checkbox or any equivalent CAPTCHA test);
- (iv) Provide your email address in the designated field.

The Platform generally detects missing information but does not check the consistency or accuracy of all the information you provide. You must completely and correctly complete, and keep up to date, any information that must be completed when subscribing to the Newsletter. You are solely responsible for any information submitted.

ISPWM does not monitor or verify your email address. ISPWM cannot be held responsible for direct or indirect consequences related to User’s error in the information provided.

By subscribing to Newsletters, you agree that we may send communication to you by email. Those communication may be sent from a no-reply email address (noreply@fideuramdirect.lu or noreply@fideuramdirect.be) which is not monitored.

4. USE OF THE WEBSITE

You shall access and use the Website in a diligent and reasonable manner, and not to misuse the Website in any way or interfere with the proper functioning of the Website. Not limiting the generality of the foregoing, as a condition of access to and use of the Website, you agree not:

- I. to use the Website for any purpose that is unlawful under any applicable law or prohibited by these Website Terms of Use;
- II. to use the Website in breach of Clause 10;
- III. to gain unauthorized access to the Website or the infrastructure administering the Website;
- IV. to simulate communications from us or another User in order to collect identity information, authentication credentials, or other information (phishing);
- V. to forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content;
- VI. to use the Website in a way which may harm ISPWM’s interests, the Website, any affiliates of ISPWM, any other Users of the Website or any Users of ISPWM, such as adversely affecting ISPWM trademarks, reputation, or image;
- VII. to disseminate viruses, malware or other harmful software code to the Website or by attacking the Website, e.g., by e-mail-bombing or any denial-of-service attack;
- VIII. to create any application that may be used to violate these Website Terms of Use; and

² “Fideuram Direct” is the name of the investment platform powered by Intesa Sanpaolo Wealth Management, the underlying legal entity responsible for such communications is **ISPWM** (directly or through its Belgian branch).

- IX. to use manual or automated software, devices, scripts, robots or other means or processes to access, crawl, scrape, copy or duplicate the Website or any content.

ISPWM may suspend the operation of the Website at any time and at its sole and absolute discretion. ISPWM does in no way represent, warrant, or guarantee availability, or uninterrupted or error free access to, or use of the functionalities of the Website.

If we determine that you have infringed these Website Terms of Use, we may restrict, disable, or remove your access to and use of the Website. Where we take such action, we will inform you of the decision and your options, unless this would expose us or others to liability or otherwise compromise the operation of the Website, or if we are prevented from doing so by applicable law or are subject to technical restrictions.

5. DATA PROTECTION

ISPWM is the data controller of the personal data obtained at the creation of any User's account for the purposes of managing subscriptions, and for any other data processed when you use the Website.

ISPWM will process your personal data in accordance with the privacy notice available on the Website. For more information on how we process your personal data, please refer to the said privacy notice available on our website.

6. COOKIES

A cookie is a small text file which is placed onto your device (e.g. computer, smartphone, or another electronic device) when you use our Website. These allows us to recognize you and your device and store some information about your preferences or past actions.

For further information on cookies please access our Cookie Policy available on the Website.

7. OUTSOURCING

The User further understands that ISPWM may outsource certain tasks, activities or services to third-party service providers which may be non-regulated and located outside Luxembourg, within the EU or outside the EU (the **Service Provider(s)**).

The User acknowledges and accepts that in this context the Service Providers may potentially be provided or have access to certain User data.

Descriptions and purposes of the outsourced services, the personal data that may be transferred and/or disclosed for each outsourced service and the country where the entities are established are detailed below:

Services	Purposes	Personal data	Country of establishment
Email verification	Email verification	Email address	US
Google/ reCAPTCHA	Recapture: to confirm who is logging in	Email address	US
Management of cookie consent	To enable the user to manage the cookies on the website	Email address and IP address	Italy
Website Developer	IT development of the Website	IP address	Italy

8. SECURITY

Security and confidentiality issues have been taken into account by ISPWM when developing the Website. In case the information available on the Website and/or the data transmitted by or to the User would, despite the technical

protection measures implemented by ISPWM, be intercepted, decrypted, transmitted to or used by any third party, altered, modified or deleted, ISPWM declines any liability in relation to direct or indirect consequences which would result therefrom for the User.

To prevent attacks and introduction of malware, we recommend that you only use the most recent browser versions and ensure that your anti-virus software is installed and continually updated.

In addition, the User shall exercise extreme caution with any e-mails, phone calls, messages, websites, or other communications purporting to originate from ISPWM or any other entity of the group to which ISPWM belongs, especially if they contain hyperlinks, prompt the disclosure of personal or security credentials, or redirect the User to external websites. The Bank shall not be held liable for any damages which the user may incur in this regard.

The User is hereby warned that fraudulent third parties may attempt to impersonate the Bank or clone its website, including by creating visual copies of legitimate web pages under deceptive domain names, in order to capture login data or other confidential information.

9. LIABILITY

In addition to the provisions set forth in Clause 4 of this Website Terms of Use, ISPWM declines any liability in relation to the direct or indirect consequences:

- I. of problems relating to the accessibility or availability of the Website for whatever reason;
- II. of problems relating to the incompatibility of the Website with the User's IT equipment, its configuration, its Internet connection or in case of incapacity of the User's equipment to retrieve the information available on the Website in an appropriate manner and/or to transmit the information relating to the User;
- III. of any damages caused to the User's hardware or software configuration, as well as of any loss of data resulting from the use of the Website;
- IV. of the use of electronic communication means (including but not limited to e-mail) for purposes of communication between ISPWM and the User which would contain computer viruses or be intercepted or altered by third parties; and
- V. any indirect losses or damages which may be suffered by the Users, such as loss of profits, loss of anticipated savings, or loss of business opportunity.

The User accepts that any use of the Website will be under his/her own responsibility. ISPWM reserves the right to modify the Website, to modify or delete any information available on the Website or to cease its publication at any time.

ISPWM shall in no event be held liable for any direct or indirect damages resulting from the use of the Website.

For the avoidance of doubt, nothing in this clause shall limit ISPWM's liability for gross negligence or wilful default.

10. INTELLECTUAL PROPERTY

ISPWM is the owner of and/or has been granted the right to use under valid license from third parties the domain name and related intellectual property rights of the Website and its entire content (including without limitation materials, logos, elements, designs and editorial content appearing on the Website, as well as the description of the Services). The Website and its contents are protected by intellectual property rights as provided by the current applicable legislation.

You are only authorized to view the Website and print extracts for your private use. Any partial reproduction of any database accessible from the Website or of its contents for purposes other than a strictly private use by the User, as well as the substantial or integral reproduction, are forbidden.

The User shall in no case transmit, reproduce, sell, use or exploit in any other manner or under any other form any information or document displayed on the Website without the prior written authorization of ISPWM.

If you print, copy, or download any part of the Website in violation of the Website Terms of Use, your right to use the Website will be terminated immediately as per Clause 4. You must, at ISPWM's discretion, return or destroy any copies of the materials you have made.

11. TERMINATION

The User may terminate his/her subscription to the Services at any time by clicking the "Unsubscribe" link included in each newsletter email or by contacting ISPWM through the designated contact channels.

ISPWM reserves the right to suspend or terminate the provision of the Services, in whole or in part, at any time and for any reason, without prior notice. Upon termination, the User shall no longer receive Services from ISPWM.

12. INDEMNIFICATION

You shall indemnify and hold harmless ISPWM from and against any losses ISPWM may incur as a result of or in connection with

- I. Your failure to fully and timely perform your obligations under these Website Terms of Use;
- II. Your failure to comply with any applicable laws and regulations;
- III. Any measures taken by ISPWM in its reasonable discretion to safeguard its interests or your interests or to enforce these Website Terms of Use;
- IV. Your incorrect, incomplete, or misleading confirmations and information hereunder or in connection herewith; and
- V. Any proceeding conducted by any authority which involves you.

13. MISCELLANEOUS

In case a provision of these Website Terms of Use would infringe any compulsory or public order provision or in case a provision would be void for any other reason, the validity of the other provisions of the Website Terms of Use shall not be affected.

ISPWM shall, to the extent possible, undertake to replace the null or void provision by a valid provision which shall preserve the contractual economy and reflect the initial spirit on which the Website Terms of Use are based.

14. AMENDMENTS TO THE WEBSITE TERMS OF USE

ISPWM may at its discretion amend these Website Terms of Use. We will inform you of any significant change to these Website Terms of Use by posting a notice of the Website and provide you notice to you of at least two (2) months. By continuing to access or use the Website after any changes, you accept to be bound by those changes.

15. APPLICABLE LAW AND JURISDICTION

These Website Terms of Use and any access to, and use of, the functionalities of the Website shall exclusively be governed by and construed in accordance with the substantive laws of Grand-Duchy of Luxembourg.

The exclusive place of jurisdiction for any dispute, claim or controversy arising under, out of or in connection with or related to these Website Terms of Use (or subsequent amendments thereof) and any access to, and use of the functionalities of the Website shall be the city Luxembourg, Grand-Duchy of Luxembourg.

By using the Website, you confirm that you have fully read, understand, and accept the present Website Terms of Use.