



PLATFORM TERMS OF USE

Intesa Sanpaolo Wealth Management S.A.

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CONTENTS

PLATFORM TERMS OF USE 3

1. WHO WE ARE AND HOW TO CONTACT US 3

2. SERVICES OFFERED ON THE PLATFORM 3

3. SUBSCRIPTION PROCESS FOR THE PLATFORM 3

4. USE OF THE PLATFORM 4

5. DATA PROTECTION..... 5

6. COOKIES 5

7. OUTSOURCING 5

8. SECURITY 5

9. LIABILITY 6

10. INTELLECTUAL PROPERTY 6

11. HYPERLINKS AND THIRD-PARTY SITES 7

12. TERMINATION..... 7

13. INDEMNIFICATION 7

14. MISCELLANEOUS 8

15. AMENDMENTS TO THE PLATFORM TERMS OF USE 8

16. APPLICABLE LAW AND JURISDICTION 8

PLATFORM TERMS OF USE

The following Platform Terms of Use (**Terms of Use**) apply to you when using the application for mobile devices FIDEURAM DIRECT (the **Application or the Platform**), downloadable from the App Store or Google Play.

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

1. WHO WE ARE AND HOW TO CONTACT US

Intesa Sanpaolo Wealth Management S.A. (**ISPWM, we, us or our**), 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 offers the Platform.

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.

The Platform Terms of Use govern the relationship between you (**you, your**, or the **Customer**) and ISPWM. You may contact us at any time via email at support@fideuramdirect.lu or support@fideuramdirect.be.

2. SERVICES OFFERED ON THE PLATFORM

The services that are provided on the Platform under these Platform Terms of Use include banking services, payment services and investment services within the meaning of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (**MiFID II**) (the **Services**).

The Services will be provided in Luxembourg by ISPWM and in Belgium through Intesa Sanpaolo Wealth Management Belgium Branch, 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**).

In the present Platform Terms of Use, reference to ISPWM includes, when relevant, ISPWM and/or ISPWM acting through its Belgium Branch.

For further information on how the Services are provided, please read the appropriate General Terms and Conditions and, where applicable, the Special Conditions available on the Platform.

3. SUBSCRIPTION PROCESS FOR THE PLATFORM

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

- i. for mobile use, first ensure that your device is running on iOS version 14.0 or later, or Android version 21 or later, before downloading the Application via App Store or Google Play;

- ii. read and accept the present Platform Terms of Use by ticking the box “I accept the Platform Terms of Use” and read the Privacy Policy;
- iii. create a customer account (**Customer Account**) by providing a phone number; and
- iv. fill in the “enter your personal details and privacy” form with all requested information.

The Platform generally detects missing information but does not check the consistency or accuracy of all the information you provide. However, we do undertake verification of the consistency of your identity and address based on your identity card and proof of address. You must completely and correctly complete, and keep up to date, any information that must be completed when creating such a Customer Account. You are solely responsible for (i) any information submitted; and (ii) all activities of your Customer Account, irrespective of the person conducting such activities through your Customer Account.

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

4. USE OF THE PLATFORM

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

- i. to use the Platform for any purpose that is unlawful under any applicable law or prohibited by these Platform Terms of Use, this includes promoting unlawful activity, such as embezzlement, insider trading, market manipulation or unauthorized trading;
- ii. to use the Platform in breach of Clause 10;
- iii. to circumvent or disable any security measures or technical limitations of the Platform such as password or customer authentication method;
- iv. to gain unauthorized access to the Platform or the infrastructure administering the Platform;
- v. to simulate communications from us or another Customer in order to collect identity information, authentication credentials, or other information (phishing);
- vi. to forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content;
- vii. to use the Platform in a way which may harm ISPWM’s interests, the Platform, any affiliates of ISPWM, any other Customers of the Platform or any customers of ISPWM, such as adversely affecting ISPWM trademarks, reputation, or image;
- viii. to disseminate viruses, malware or other harmful software code to the Platform or by attacking the Platform, e.g., by e-mail-bombing or any denial-of-service attack;
- ix. to create any application that may be used to violate these Platform Terms of Use; and
- x. to use manual or automated software, devices, scripts, robots or other means or processes to access, crawl, scrape, copy or duplicate the Platform or any content.

ISPWM may suspend the operation of the Platform 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 Platform.

If we determine that you have infringed these Platform Terms of Use, we may restrict, disable, or remove your access to and use of the Platform. 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 Platform, or if we are prevented from doing so by applicable law or are subject to technical restrictions.

If you think your Customer Account or access to the Platform has been disabled or limited by mistake, contact us at support@fideuramdirect.lu or support@fideuramdirect.be.

5. DATA PROTECTION

ISPWM is the data controller of the personal data obtained at the creation of any Customer Account for the purposes of managing subscriptions, and for any other data processed when you use the Platform.

ISPWM will process your personal data in accordance with the privacy notice available on the Platform. For more information on how we process your personal data, please refer to the Privacy Notice available in the Platform.

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 Platform. 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 in the Platform.

7. OUTSOURCING

The Customer further understands that ISPWM outsources 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 Customer acknowledges and accepts that in this context the Service Providers may potentially be provided or have access to certain Customer 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 in the Service Provider List available on the Platform and/or on the Bank's website related to the Platform.

8. SECURITY

The Customer is aware and accepts that using the Application involves risks. We strongly recommend that you set a passcode lock on your mobile device whenever possible and that you do not use it on public Wi-Fi. Furthermore, you are responsible for updating your mobile phone's operating system and installing all recommended software or security updates. You must also immediately install any updates to the Application as soon as they become available.

ISPWM does not guarantee the security of the Application on jailbroken or modified kernel mobile devices.

You are required to keep User IDs and passwords secret. You are solely responsible for the discovery of these elements by a third party and, if applicable, for their misuse and any related losses and damages. You are obligated to immediately change your password if you have reason to fear that they are no longer secret.

You are aware that you must log out of the service each time you stop using it by using the "Logout" function, even if you have activated Touch ID (fingerprint recognition) or Face ID (facial recognition).

You may request that the Application be blocked by contacting ISPWM. You are required to request the blocking of the Application if you suspect misuse of the service or in the event of loss of your mobile device. The blocking will only be lifted after written confirmation from you.

Security and confidentiality issues have been taken into account by ISPWM when developing the Platform. In case the information available on the Platform and/or the data transmitted by or to the Customer 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 Customer. To prevent attacks and introduction of malware, we recommend that you only use the most recent version of your browser when accessing the website, or the most recent version of the app and operating system when using a mobile device, and ensure that any security and anti-virus software available for your device is installed and continually updated.

9. LIABILITY

In addition to the provisions set forth in Clause 4 of these Platform 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 Platform for whatever reason;
- ii. of problems relating to the incompatibility of the Platform with the Customer's IT equipment, its configuration, its Internet connection or in case of incapacity of the Customer's equipment to retrieve the information available on the Platform in an appropriate manner and/or to transmit the information relating to the Customer;
- iii. of any damages caused to the Customer's hardware or software configuration, as well as of any loss of data resulting from the use of the Platform;
- iv. of the use of electronic communication means (including but not limited to e-mail) for purposes of communication between ISPWM and the Customer 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 Customers, such as loss of profits, loss of anticipated savings, or loss of business opportunity.

The Customer accepts that any use of the Platform will be under his/her own responsibility. ISPWM reserves the right to modify the Platform, to modify or delete any information available on the Platform 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 Platform.

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 the licensee of all intellectual property rights in the Platform and its entire content (including without limitation materials, logos, elements, designs and editorial content appearing on the Platform, as well as the description of the Services). The Platform and its contents are protected by intellectual property rights as provided by the current applicable legislation.

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

The Customer 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 Platform without the prior written authorisation of ISPWM.

If you print, copy, or download any part of the Platform in violation of the Platform Terms of Use, your right to use the Platform 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. HYPERLINKS AND THIRD-PARTY SITES

The Platform may include hyperlinks or references to third-party advertisements. These are provided solely for your convenience. We do not control third-party advertisements or websites and accept no legal responsibility for their content, material, or information.

The presence of any hyperlink or reference to third-party advertisements or websites does not imply our endorsement of those websites, products, or services. Your use of third-party sites is at your own risk and may be governed by the terms and conditions of those third-party sites.

12. TERMINATION

These Platform Terms of Use form an integral part of the General Terms and Conditions and terminate automatically together with the General Terms and Conditions.

After the termination of the General Terms and Conditions is effective in accordance with article "Termination" of the General Terms and Conditions, the Customer shall not further access the secured parts of the Website and/or the Application and we may block the Customer's access to the secured parts of the Website and/or the Application.

13. 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 Platform 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 Platform 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.

14. MISCELLANEOUS

In case a provision of these Platform 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 Platform 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 Platform Terms of Use are based.

15. AMENDMENTS TO THE PLATFORM TERMS OF USE

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

16. APPLICABLE LAW AND JURISDICTION

These Platform Terms of Use and any access to, and use of the functionalities of the Platform 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 Platform Terms of Use (or subsequent amendments thereof) and any access to, and use of the functionalities of the Platform shall be the city Luxembourg, Grand-Duchy of Luxembourg.

You confirm that you have fully read, understand, and accept the Platform Terms of Use dated.