



## TERMS OF USE OF E-BANKING SERVICE

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The current Terms of Use (the « Terms of Use ») are to define the terms and conditions applicable to the use of the E-Banking Service offered by the Bank to the User.

### 1. E-BANKING SERVICE OFFERED BY THE BANK

The Bank offers to the User, through the Internet, access to several services and information and notably:

- Visualization of assets and liabilities on the Accounts;
- Downloading of some documents relating to the Accounts;

The E-Banking Service is purely consultative in nature and does not have transactional features.

The Bank reserves the right to change at any time the content of the E-Banking Service, including by removing, altering or adding services.

### 2. TERM

When the client signs the request to access the E-banking Service, the access is granted to him for an indefinite period.

The Bank may withdraw the access to E-banking Service by giving a one (1) month notice as from the date of sending of the notification thereof.

The access to the E-banking Service is cancelled as of right and without delay in case of the loss of the quality of an account holder or a proxy of the account concerned by the E-banking Service.

The User may ask to cancel his access to the E-banking Service at any moment and without delay by sending a written request to the Bank.

### 3. ACCESS

Access to the E-Banking service shall be in accordance with the infrastructure of the Bank or its subcontractors and their availability. Such infrastructure may, for various reasons, be subject to maintenance or upgrade works that may result in periodic or occasional shutdowns.

The Bank may without notice remove or block access or submit it to additional conditions, temporarily or permanently, without giving reasons. The Bank may also limit access geographically. Thus, access may be restricted or even banned from some countries.

The full accessibility to the E-Banking Service is guaranteed only for certain configurations and in particular, is only accessible from the recent browser. For more information on the adapted browser, please refer to the First Connection Guide included in the connection kit. The User must ensure that the computer he uses to connect to the E-Banking Service is not infected and shall make every effort to preserve the security of its computer. It is to the User to take all necessary measures to ensure that the technical characteristics of his computer and his subscription to the telephone network allow him to access the E-Banking Service and to each of its functionalities.

#### 4. CONNECTION

To access E-Banking Service, the User will have an internet connection with a provider of his choice.

Access to the E-Banking Service is via the address <https://portal.quilvest.com/qwm> or via any other address communicated by the Bank to the User by whatever means it deems appropriate, including electronically.

To allow the user to connect to the E-Banking Service and subsequently to have an electronic signature, the Bank will communicate the following identifying information:

- a name or identification number (USER NAME);
- initialization code (PASSWORD) to be entered during the first connection; and
- a generator of a 6-digit unique code (DIGI ID) allowing identification of the User by the Bank through the encoding of this 6-digit code every time the system asks.

The combination of these 3 elements is hereinafter referred to as the "connection kit". The User must change the PASSWORD during its first connection.

The connection kit is hand-delivered, in sealed envelopes and against signing of an acknowledgment of receipt by the User. The User may request that the connection kit is mailed to him, but at his own and sole risk.

Access to the E-Banking Service will be granted to the User within 2 banking days following the date of personal delivery or the date of sending of the Connection Kit.

In principle, the Bank provides the User only one connection kit. However, the User may request the provision of additional connection kits. The Bank may charge additional fees for provision of additional connection kits.

#### 5. SECURITY

The User acknowledges having received from the Bank all necessary details regarding the security device associated with the E-Banking Service, its effectiveness and limitations. He accepts it as satisfactory and formally releases the Bank from any liability for the consequences of a breach of the security device by an unauthorized third party. It also authorizes the Bank to modify the pre-mentioned security device, in order to take into account technological developments.

The connection kit is strictly personal and not transferable, even where the Banks provides several connection kits.

It is expressly agreed that any connection to the E-Banking Service conducted in accordance with paragraph 4 of the Terms of Use or any other indication or prescription communicated by the Bank is deemed to be done by the User, the security log maintained by the Bank shall be authentic in that regard.

Upon receipt of the identifiers mentioned in paragraph 4, the User shall take all necessary steps in view of preserving their security. The fact that a third party could access the E-Banking Service using these identifiers will constitute evidence that they were accessible to a third party and that the User has not fulfilled its obligation to maintain their security.

In case of theft, loss and unauthorized use or if it thinks that a third party had access to its identifiers, the User must voluntarily block access by typing 5 successive times a wrong password or a wrong USER NAME on the login page of E-Banking Service and until a message confirms the blocking of his access.

Otherwise, the User must request the blocking of his access by contacting the Bank by telephone during business hours. Until then, the User shall bear all the consequences of unauthorized access to the E-Banking Service resulting from the loss, theft or misappropriation of identifiers.

The Bank is not liable and cannot, in particular, be accused of breach of its obligation of secrecy in case a third party could have access to data relating to accounts or obtain information on the relationship between the Bank and the User.

## 6. COOKIES

When you visit the website of an entity of the Quilvest Wealth Management Divisions of the Quilvest Group ("QWM"), our web server automatically records certain details of your visit (such as your IP address, the website you are coming to us from and the QWM's website you are visiting) by using a tracking technology called "cookies".

A cookie is a small piece of data that a website asks your browser to store on your computer or mobile device. The cookie allows the website to "remember" your actions or preferences over time. Certain cookies store information directly by the website that you visit. Others, called third-party cookies, are stored by external web servers that manage files included or referenced in the website being used (mostly, advertising data).

QWM uses cookies to optimize the content of its website and to provide information about the usage of the website (no third-party cookies are used). However, cookies used by QWM do not allow QWM to identify the users of the website.

You can choose to accept the cookies and change your mind at any moment by changing the parameters of your browser. However, please note that QWM cannot guarantee access to all the services of its website in case of refusal to register or activate the cookies functionality. By continuing browsing the website you accept the storage of cookies on your computer in accordance with the terms described herein.

## 7. INFORMATION ACCESSIBLE THROUGH THE WEBSITE

Balances of the accounts are disclosed subject of ongoing operations, which may not be booked in real time.

## 8. RESPONSIBILITY

The Bank will use its best effort to ensure the correct execution of the Terms of Use. However, the Bank is under no obligation to get results (pas d'obligation de résultat). The access and transmissions are made at the sole risk of the User.

The User bears the full responsibility for the use of the E-banking service and the means of authentication. In general, the User is solely responsible for the direct or indirect damage resulting from an access or an attempted access and/or a misuse of the E-Banking Service in addition to misuse from third parties.

The Bank shall not be liable of possible damages that the connection to the E-Banking Service may cause in either the User's computer system or the stored data. This rule also applies to damages resulting from infection by virus or malware affecting the software made available to the User that neither the protection system of the User, or the reasonable steps taken by the Bank or its sub-contractors would have allowed to reveal.

The Bank shall not be liable of system failures due to defects of the Internet itself, the telephone network or the failure of its providers to the Bank, or generally of any fact or event not directly attributable to the Bank.

The Bank shall not be liable of direct or indirect damages resulting in interruption, shutdown or malfunction of the E-Banking Service in cases of events of force majeure or legitimate events, such as, for example (but not limited to), a shutdown for maintenance or restoration of the computer system of the Bank, technical failures or congestion on the Internet, cuts in telephone, errors, negligence or faults of (a) provider(s), or a third party or the User.

The Bank shall not be liable of the poor, or even the absence of, reception of information (financial situation, balance and account history, reporting, general information ...) transmitted via the E-Banking Service by/to the Bank to/by the User.

The Bank shall not be liable for the errors, inaccuracies or omissions affecting the information carriers provided by third parties and made available to the Users via the E-Banking Service.

The User acknowledges that it is his sole responsibility to comply with applicable law in his country of residence which scope covers the use of the E-Banking Service.

## 9. INTELLECTUAL PROPERTY

The User acquires no rights of ownership/property on software, programs, applications and instructions made available by the Bank. The Terms of Use only grants a right of use. The User agrees to abide by the rules laid down by the Bank and is prohibited from making any copy, modification, adaptation or distribution to third parties. In general, the User undertakes to respect the Bank's and its providers' rights of ownership/property.

## 10. PRICE LIST

All costs and fees for equipment, communications, telecommunications and other expenses necessary for the connection, and any authorization thereof shall be borne by the User. In relation to specific services, the Bank reserves the right to ask for an additional fee for which it will set, in accordance with its General Conditions, the amount and frequency of collection.

## 11. AMENDMENTS TO THE TERMS OF USE

Without prejudice to the Bank's right to add at any time a new service, to make the E-Banking Service or these Terms of Use comply with any new law or regulation, the Bank may amend the Terms of Use only after having notified the User of the changes at least two months before their entry into force.

The User is informed of the existence of the changes via the E-Banking Service, or by notification attached to account statements or any other correspondence (postal and / or electronic) sent by the Bank the User.

If the User refuses these changes, he must notify the Bank in writing of his intention to cancel his access to the E-banking Service before the date of the entry into force of the changes. This termination is made, unless otherwise provided, at no cost and with immediate effect.

Change(s) shall be deemed to be irrevocably accepted when the User does not exercise his right. The Bank may also change at any time all or part of the technical requirements for the access to the E-Banking Services (including the elements of identification), in order to either improve the safety of the E-Banking Service or to adapt it to technological changes. The User will be informed of these changes in accordance with this section.

## 12. REFERENCE TO THE GENERAL CONDITIONS

For everything which would not be specifically addressed in these Terms of Use, reference is made to the General Conditions of the Bank and the Price List, save where otherwise expressly waived herein.

## 13. APPLICABLE LAW – JURISDICTION

These Terms of Use are governed by, and shall be construed in accordance with, Luxembourg law.

Any dispute arising in connection with the Terms of Use shall exclusively be submitted to the courts of the district of Luxembourg-City.