

# Terms & Conditions

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## **GENERAL TERMS**

Nothing in this material is intended to override the corporate separateness of local entities. Working relationships discussed in this material do not necessarily represent a reporting connection, but may reflect a functional guidance, stewardship, or service relationship. Where shareholder consideration of a local entity matter is contemplated by this material, responsibility for action remains with the local entity.

FINBRAIN-ITC has numerous affiliates. For convenience and simplicity in this Site, those terms and the terms corporation, company, our, we and its are sometimes used as abbreviated references to specific affiliates or affiliate groups. Similarly, FINBRAIN-ITC has business relationships with many of customers, suppliers, governments, and others. For convenience and simplicity, words like venture, joint venture, partnership, co-venturer, and partner are used in their ordinary senses to indicate business relationships involving common activities and interests, and those words may or may not indicate precise legal relationships

FINBRAIN-ITC Corporation and its affiliated companies provide this website and other related or linked sites and certain services, interfaces and functionality on or via this Site (the Services) to you subject to your agreement to comply with the following terms of use (the General Terms). Your use of this Site or the Services will constitute your acceptance of the General Terms. Once accepted, the General Terms will constitute a binding agreement between FINBRAIN-ITC and you governing your use of the Site or Services (the Agreement). If you are not willing to abide by the General Terms, do not use this Site or the Services.

### **1) Changes and Special Additional Terms and Conditions**

FINBRAIN-ITC may revise the General Terms at any time without notice. You should revisit this Site periodically to make sure you are aware of the most recent General Terms because they will be binding on you. Your use of the Site or Services after such changes constitutes your agreement to such changes. Special additional terms and conditions are provided below.

### **2) Use of the Site**

A. Site Security. You are prohibited from violating, or attempting to violate, the security of the Site or Services. Any such violations may result in criminal and civil liabilities to you. We will investigate any alleged violations, and, if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations. Violations of the security of the Site and Services include, without limitation, the following:

- Logging into or attempting to log into a server or account that you are not authorized to access;
- Accessing data or taking any action to obtain services not intended for you or your use;
- Attempting to probe, scan, or test the vulnerability of any system, subsystem or network;
- Tampering, hacking, modifying or otherwise corrupting or breaching security or authentication measures without proper authorization;
- Transmitting material that contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a computer's functionality or the operation of the Site or Services;
- Interfering with, intercepting or expropriating any system, data or information; or
- Interfering with service to any user, host, or network including, without limitation, by means of overloading, "flooding," "mail bombing," or "crashing" any computer system.

B. Spam and Similar Actions. You are prohibited from transmitting the same or similar unsolicited e-mail messages, bulk commercial advertising, or chain letters to one or more e-mail groups (which are two or more e-mail addresses aggregated as a single e-mail addressee.)

C. Infringement. You are prohibited from using the Site or Services to infringe on any person's copyright, trademark, patent or other intellectual property rights. We may terminate your right to access the Site and Services if we believe you are using the Site and Services in a manner that infringes the copyright, trademark, patent or other intellectual property rights of another. You may be ordered by a court to pay money damages to us and to the rightful owner of any intellectual property rights you violate.

D. Other Prohibited Actions. In using the Site or Services, you must not:

- Post, e-mail, or otherwise transmit or use the Site or Services in furtherance of any unlawful, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind, any material that exploits children or is invasive of another person's privacy or other rights, or any material that FINBRAIN-ITC in its sole discretion does not wish posted or transmitted on the Site and Services;
- Engage in and/or encourage conduct that would: 1) violate any applicable law or regulation or 2) give rise to civil liability;
- Engage in conduct which could damage or impair the intended operability of the Site or the Services.
- Impersonate any individual or entity, falsely state or otherwise misrepresent your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header information in any e-mail or other posting;
- Engage in deceptive on-line marketing; or
- Assist or permit any persons in engaging in any of the activities described above.

E. Your Content. You must exercise caution, good sense and proper judgement in using the Site and Services. You are responsible for any material you place on or transmit to or through the Site or Services. You agree, represent and warrant that any information you post to or transmit through the Site or Services is truthful, accurate, not misleading and offered in good faith, and that you have the right to post or transmit such information. Such information (including without limitation, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever), whether publicly posted or privately transmitted, is your sole responsibility.

F. You agree that use of any information obtained via the Site or Services is at your own risk.

G. Consequences of Unacceptable Use. We reserve the right (but not the obligation) in our sole discretion to refuse or delete any of your content as well as suspend or terminate without notice your access to the Site and Services upon a violation or attempted violation of this Agreement. Indirect or attempted violations of this Agreement, and actual or attempted violations by a third party acting on your behalf, shall be deemed violations by you of this Agreement. Furthermore, it is a violation of this Agreement to use the services of another company for the purpose of facilitating any of the activities which violate this Agreement if such use of another company's service could reasonably be expected to adversely affect the Site and Services in any manner.

H. No Licensing. By your use of the Site or the Services you receive no license, express or implied, under any patent rights or trade secret rights now or hereafter, owned, controlled or possessed by FINBRAIN-ITC.

I. Linking. You may not link to the Site, other than to the home page, without prior written permission from FINBRAIN-ITC. You may download and print one copy of content on this Site for your personal non-commercial use, or in connection with your purchase of any FINBRAIN-ITC products, provided that you leave any copyright or trademark information intact and unchanged. Other than as specifically set out in this paragraph you may not copy (whether by printing off on to paper, storing on disk, placing on another site, downloading in any other way), distribute (including distributing copies), broadcast, alter or tamper with in any way any portion of this Site.

J. Customer shall take all reasonable precautions to protect customer and admin user passwords and prevent unauthorized access to the Members page site by third parties (including its employees, agents or other representatives). Customer is responsible for any such unauthorized attempt to obtain an account, create a membership account or gain access to the FINBRAIN-ITC site. Any actions or attempt by any person to deliberately damage this computer application or undermine its operation is a violation of the law for which we reserve the right to pursue our legal remedies to the fullest extent of the law.

### 3) Trademark and Copyright Policy

FINBRAIN-ITC, and certain other brands, trademarks and services marks are marks of our company and its affiliates. Not all marks of FINBRAIN-ITC will appear on this Site and not all products or services listed on this Site are available for sale in every country. Some products or services may be marketed under local trademarks in specific countries. Marks of third parties may appear on this Site when referring to those entities or their products or services.

The user may forward, distribute, and/or photocopy copyrighted materials of FINBRAIN-ITC located on this Site only if the entire relevant page or document is unaltered and complete, including all of their headers, footers, disclaimers, and other information. You may not copy these documents to a website.

### 4) Privacy Policy ([please click on the link](#))

FINBRAIN-ITC Corporation and its affiliated companies, appreciate your interest in this website and other related or linked FINBRAIN-ITC sites ("Site"). Your privacy is important and we want you to understand our practices with respect to gathering information from visitors to the Site and with respect to the uses we make of that information. Please check each portion or page of the Site that you visit. Certain portions or pages of the Site may contain changes to the Privacy Policy applicable to your use of that portion or page.

#### Information And Uses

When someone visits the Site, our web servers automatically gather information that allows the Site to communicate with the visitor's computer during the visit. We also track such information as the number of visits to the Site, which parts of the Site visitors select, IP address (the Internet address assigned to your computer from your Internet Service Provider), domain type, browser type (e.g., Netscape or Internet Explorer), date and time of day. We use those types of information for statistical purposes that help us design and administer the Site. Those types of information do not disclose Personal Information that would permit us to identify or locate individual visitors. Privacy concerns focus on Personal Information, that is, information that could identify a specific individual such as names, addresses, e-mail addresses, and telephone numbers. If during your visit you personalize the Site, complete an order form, enter a contest, or submit other information to us, you may provide us with Personal Information. We may collect and use that Personal Information to provide you with products or services, to bill you for products and services you request, to market product and services which we think may be of interest to you, or to communicate with you for other purposes.

As explained below in the section on Dissemination Of Information To Third Parties, we do not distribute or sell Personal Information to third parties for the purpose of allowing them to market their products and services to you; moreover, as explained in the Modify Information section, we will make reasonable efforts to remove your Personal Information from our database within a reasonable time in such a way that you will not receive future communications from us. If you notify us that Personal Information previously submitted to the Site is no longer accurate, and it is practical, we will make reasonable efforts to make appropriate corrections.

#### Information Placed on Your Computer

We may store some information (commonly known as a "cookie") on your computer when you look at or use the Site. This information facilitates customizing your use of the Site and ensures that you do not need to re-enter your details every time you visit it. You can erase or block this information from your computer if you want to. (Your 'help' screen or user manual should tell you how to do this.)

#### Information From Children

FINBRAIN-ITC does not seek through the Site to gather Personal Information from or about persons under the age of 18.

#### Hyperlinks

This Site has links to sites that FINBRAIN-ITC does not own, control or maintain. We cannot be responsible for their privacy policies and practices and we make no representations or warranties about the privacy practices of those sites. Similarly, we cannot be responsible for the policies and practices of any site from which you linked to our web site. We recommend that you check the privacy policy of other sites and contact the operator if you have concerns or questions.

### Dissemination To Third Parties

Communicating via the Internet and sending information, products, and services to you by other means necessarily involves your Personal Information passing through or being handled by third-parties, but FINBRAIN-ITC <sup>2</sup>does not sell or distribute your Personal Information to third parties for purposes of allowing them to market their products and services to you.

We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, deliveries, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, processing credit card payments and providing customer service. They have access to Personal Information needed to perform their functions, but may not use it for other purposes.

Personal data collected by FINBRAIN-ITC may be transferred among its various divisions and affiliated companies around the world which may involve transfer from countries within the European Economic Area to countries outside the E.E.A. By submitting data on the Site, the visitor is providing explicit consent to these transfers, including trans-border transmission of data covered by this Privacy Policy.

### Sensitive Information

FINBRAIN-ITC does not seek any sensitive information from visitors to our Site, unless legally required to do so, for example, in connection with recruiting or hiring. Sensitive information includes a number of types of data relating to: race or ethnic origin, political opinions, religious or other similar beliefs, trade union membership, physical or mental health, sexual life or criminal record. We suggest that you do not provide sensitive information of this nature. However, if you do provide such information, FINBRAIN-ITC accepts your explicit consent to use that data in the ways described in this Privacy Policy or in the ways described at the point where such information is disclosed.

### Modify Information

You can modify your Personal Information that we have previously gathered by sending us a letter, e-mail to the appropriate area under "Contact Us", or modify the information online. We will then make a reasonable effort to accommodate your request.

### Conditions of Use, Notices and Revisions

If you choose to visit our Site, your visit and any dispute over privacy is subject to this Privacy Policy and the Terms of Use, including any limitations on damages, arbitration of disputes and application of law provisions. We reserve the right to change this policy at any time without notice

### **5) No Warranty**

This Site and Services are provided "As Is" and without warranties of any kind, whether express or implied, to the fullest extent permissible pursuant to applicable law, FINBRAIN-ITC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. FINBRAIN-ITC does not represent or warrant that the functions or Services contained in the Site will be uninterrupted or error-free, that defects will be corrected, or that this Site or the server that makes the Site available are free of viruses or other harmful components. FINBRAIN-ITC does not make any warranties or representations regarding the use of contents of this Site or Services in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some jurisdictions do not allow exclusion of implied warranties, so the above limitations and exclusions may not apply to you.

### **6) Limitation of Liability**

FINBRAIN-ITC shall not be liable to you or any other party for any compensatory, punitive, special or consequential damages that result from the use of, or the inability to use, the Site, the Services or the contents on this Site or the performance of the Site, Services or products described on this Site, even if FINBRAIN-ITC has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

If you are dissatisfied with any portion of the Site or the Services or with any of these terms, your sole and exclusive remedy is to discontinue using the Site and the Services.

### **7) Non-Confidentiality of User Materials**

You are not to transmit any material to or through this Site that you consider to be confidential or proprietary. Any material which you transmit to or through this Site will be considered non-confidential and non-proprietary. Except as expressly provided in FINBRAIN-ITC 's Privacy Policy or separate written agreement between you and FINBRAIN-ITC, you give FINBRAIN-ITC an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information. You further agree that FINBRAIN-ITC has the right to use, without any payment or accounting to you or others, any concepts, know-how or ideas which you (and those who act on your behalf) transmit to or through the Site.

### **8) Use of Third Party Websites**

As a convenience, FINBRAIN-ITC may provide links to websites operated by third parties. If you decide to access a third party's website through a link provided by this Site, you do this at your sole risk. FINBRAIN-ITC is not responsible for any viruses or other damaging elements encountered in linking to a third party website. FINBRAIN-ITC makes no warranty or representation regarding, and is it not responsible for, the linked websites or the content of such websites.

### **9) User Communications Areas**

The Site may contain areas where users communicate with each other, including but not limited to bulletin boards, calendars, chat areas, or personal web pages. FINBRAIN-ITC has the right but not the obligation to monitor or review any part of the Site or the Services including the user communication areas. However, FINBRAIN-ITC shall have no liability related to the content of any communications made in these areas.

#### **10) Global Availability/Export Controls**

Portions of this Site and Services may be controlled and operated by FINBRAIN-ITC from various offices in Europe. FINBRAIN-ITC makes no representation that the Site, Services or materials accessed or described on the Site are appropriate or available for use in other locations, and access to them from other countries where their contents are illegal or penalized is prohibited. Access to or use of the Site, Services or materials accessed on or described on the Site by persons or from countries who are sanctioned by the Belgian law is specifically prohibited.

Those who access the Sites or Services do so on their own and are responsible for compliance with all applicable Belgian and local laws. You may not export or re-export any Services, information or materials accessed on or described on this Site except in full compliance with all Belgian State laws and regulations. In particular, you may not export or re-export into (or to a national or resident of) any country to which the Belgian State embargoes or sanctions goods, services or technology, to any person or entity on the Belgian Authorities Department's List of Specially Designated Nationals, of Denial Orders. In addition, you are responsible for complying with any local laws in your country which may impact your right to import, export or use the Site, Services, information, or materials accessed or described on the Site.

#### **12) Indemnity of Company**

You agree to indemnify, hold harmless, and defend FINBRAIN-ITC Corporation (including subsidiaries and affiliates of FINBRAIN-ITC Corporation, hereinafter "FINBRAIN") as well as FINBRAIN-ITC officers, directors and employees, from and against any claim, demand, cause of action, debt, loss or liability, including reasonable attorneys' fees, to the extent that such action is based upon, arises out of, or relates to your violation, or violation by any other person using your password or account, of the terms and conditions of this Agreement

#### **13) Applicable Law and Dispute Resolution**

This Agreement shall be governed by the Belgian laws (without giving effect to its principles of conflict of laws). Where federal jurisdiction exists over any action, suit or proceeding arising out of or in any way connected with this Agreement, you and FINBRAIN-ITC designate the Belgian Court for the exclusive resolution of that dispute and submit to the jurisdiction of that court for the exclusive resolution of that dispute and submit to the jurisdiction of that court.

#### **14) How to Contact Us**

If you have any questions or concerns about the privacy policy, the practices of this Site, your dealings with this Site, its implementation or these Terms of Use, please contact: [our legal officer](#)