

Special Terms and Conditions - My Degroof Petercam Institutionnel
As of October 1, 2022



Article 1: Introductory provisions

My Degroof Petercam Institutionnel ("MyDPi") is an online service offered to professional and institutional users by Banque Degroof Petercam Luxembourg S.A. with the assistance of service providers and subcontractors.

These Special Terms and Conditions, together with the General Terms and Conditions ("General Terms and Conditions"), apply to the Services offered to the User. In case of divergence between the General Terms and Conditions, these MyDPi Special Terms and Conditions shall prevail over the General Terms and Conditions. They shall replace any other previous agreement on the same subject.

During the term of the agreement, the User has the right to request these Special Terms and Conditions in paper format or on any other durable medium.

The Bank reserves the right to use external service providers and subcontractors in whole or in part for the execution of the Services.

Article 2: Definitions

The following terminology is used and applicable in these MyDPi Terms and Conditions and the documents to which they refer, subject to different terminology in the General Terms and Conditions. The terms may be used indiscriminately in the plural or singular.

- **"Device"**

Any device or means (computer, tablet, or mobile phone) used by the User to access the Services via the internet.

- **"Bank"**

Banque Degroof Petercam Luxembourg S.A., having its registered office at L-2453 Luxembourg, 12 rue Eugène Ruppert, registered in the Registre de Commerce et des Sociétés (Commercial Register) in Luxembourg with the number B25459.

- **"Code"**

Any personal and confidential identification code provided to or chosen by the User so that he/she can identify himself/herself and access and activate the Services.

- **"Account"**

All the Accounts opened by the Holders in the Bank's books in which the financial instruments are held by the Bank for the Holder in accordance with the provisions of the Bank's General Terms and Conditions and any applicable laws and regulations and, where applicable, cash, and for which the use of the MyDPi Services has been requested and approved by the Bank.

It is expressly agreed that Payment Account are not accessible via the MyDPi Services.

- **"Payment Account"**

An account that is held by one or more Holder(s) and which is used for the purpose of executing payment transactions to the exclusion of all other transactions.

- **"User Guide"**

A manual that may be accessed by the User (either online or on paper) and containing some conditions and technical guidelines for accessing and using the Services. The User will be notified of any update of the User Guide by e-mail or by other means.

- **"Means of Identification"**

Any technical identification and signature process made available to Users by the Bank supported by the technology used by the Bank to provide the Services.

- **"Order"**

One or more buy, sell, subscribe or other instructions authorised by the MyDPi Services, including any instruction to cancel an instruction previously transmitted by the User to the Bank via the MyDPi Services.

- **"Service Provider"**

Any service provider of the Bank listed in Appendix 1 of these MyDPi Special Terms and Conditions.

- **"Services" or "MyDPi Services"**

The services offered by the Bank via MyDPi enable the User, among other things, to consult data (balance sheet and transaction history) relating to his/her cash and securities account which have been accessed online via the Internet and to communicate Orders to the Bank. Online consultation and communication of orders is in accordance with these Special Terms and Conditions and the rules set out in the User Guide.

- **"Subcontractor"**

Any subcontractor declared to the Bank by a Service Provider to assist it in providing the services and listed in Appendix 1 of these MyDPi Special Terms and Conditions.

- **"Holder"**

One or more holders connected to the Services on behalf of whom the User may act as a proxy.

- **"User"**

The natural or legal person who is the representative of the Holder(s) authorised to act for the Account to which the Services apply.

Article 3: Conditions of access to the Services

3.1. General

- The purpose of these MyDPi Special Terms and Conditions is to grant the User a personal, non-assignable and non-transferable right to connect to and access the Services provided by MyDPi, subject to compliance by the User, his/her employees and agents with the duties and obligations incumbent on him/her under these Special Terms and Conditions.
- In accordance with the foregoing and where the User is a legal entity, the latter shall at all times remain solely responsible for compliance with these Special Terms and Conditions by its directors, employees and agents responsible for using the MyDPi Services.
- The User shall use the Services in compliance with the rules set out in these Special Terms and Conditions, the General Terms and Conditions, the User Guide and any other information or instruction provided by the Bank by post, e-mail or any other means, and the mandate received from the Holder(s).
- User repeatedly enters a Code incorrectly, access to the Services may be automatically blocked temporarily in accordance with the conditions established by the Bank.
- In the case provided for above, the User should contact the Bank, which will, at its own discretion, take the appropriate measures to restore his/her access to the Services. If the User realises that he/she has forgotten his/her Codes, he/she should contact the Bank immediately or at the earliest opportunity.

3.2. Security measures

- The Bank reserves the right to refuse access to the Services at any time or to terminate or suspend access to the Services under the conditions set out in these Special Terms and Conditions.
- In particular, and without prejudice to the other provisions provided in these Special Terms and Conditions, the Bank may decide to block access to the Services, with immediate effect and without prior notice, in the following case(s):
 - The User has not installed the latest update of his/her internet browser;
 - The User's Device does not comply with the security instructions set out in the User Guide, these Special Terms and Conditions and/or the General Terms and Conditions;
 - The protection features of the User's Device, which would enable the Services to be used safely, have been deactivated;
 - The User has not followed the security instructions given by the Bank directly or set out in the User Guide, these Special Terms and Conditions or the General Terms and Conditions;
 - The User engages in any other unusual or erratic behaviour that gives rise to a reasonable suspicion of attempted fraud;
 - The Bank has detected or been informed of potential fraud or misuse of the Services;
 - The Bank is informed that the Holder has withdrawn or modified the mandate in favour of the User.
- The Bank may, at its own discretion, deactivate the recording of the Device at any time, preventing access to the Services.
- The Bank is at all times authorised to implement new Means of Identification and to amend the means and procedures for accessing the Services to optimise the security of its systems, the Services and its website. The Bank will duly inform the Users of these new Means of Identification.
- If the Services are intentionally blocked by the Bank, the Bank may authorise the access and use of the Services again at its own discretion.
- If it is no longer possible to access the Services, the User may consult his/her Accounts by any other authorised means of access permitted by the General Terms and Conditions.

Article 4: Use of Services

4.1. Operating hours

4.1.1.

The User has access 24 hours per day, seven days a week, without prejudice to the provisions provided in these Special Terms and Conditions.

4.1.2.

The Bank and its Service Providers may suspend access to these Services at any time for the purposes of:

- carrying out maintenance or improving the MyDPi; or
- making improvements to its computer system; or
- fixing or preventing any machine, software or communication equipment breakdowns or failures (including in the event of attempted hacking or embezzlement).

4.1.3.

Access to the Services may also be suspended in the event of a technical problem or network overload, the cutting of telephone lines, errors, negligence or faults on the part of a third party or the User, in particular, when installing and using the Services, as well as any other circumstances that are beyond the control of the Bank and its Service Providers or in the case of force majeure (e.g. strikes, attacks, etc.).

4.1.4.

The Bank cannot guarantee access to the Services if there is a considerable or unexpected increase in the volume of use of MyDPi.

4.1.5.

In the cases referred to in this section 4.1, the Bank will make every reasonable effort to limit the maximum period of interruptions of access to the Services and to inform the User of the day and time, as well as of the period, of disruption.

4.1.6.

The Bank shall not be liable for any damage resulting from the suspension or interruption of the Services. The User is not entitled to any compensation as a result of the foregoing.

4.2. Consultation and time lag

4.2.1.

The Bank draws the User's attention to the fact that the Account balance visible via the Services may not always be the actual balance at the time. These differences are primarily due to the fact that there may be a time lag between the implementation and the accounting entry of a transaction.

4.2.2.

The Bank cannot provide any guarantees as to when the information is displayed but will do its best to ensure that the transaction appears on My Degroof Petercam as quickly as possible.

Article 5: Identification

5.1.

The User acknowledges that the Means of Identification, including any technical means of identification and signature made available by the Bank for the User to access and use the Services, are considered an electronic signature within the meaning of the law and are valid proof of the User's identity.

5.2.

If the Bank informs the User of a problem relating to the Means of Identification, the User is solely responsible for using the Means of Identification if they have not been modified or adapted in accordance with Bank injunctions.

Article 6: The User's obligations

6.1.

The User is solely responsible for the persons who will have the authority to enter and transmit orders on the Account.

6.2.

The User shall use the Services with due diligence and shall fully comply with the instructions and obligations set out in the "User Guide", any updates to the "User Guide" and any information and instructions provided by the Bank on its website or by any other means, such as a letter, e-mail or Account statement.

6.3.

The User shall ensure, at its sole responsibility, the organisation, surveillance, and control mechanisms are in place to ensure the safety and confidentiality of the Means of Identification. To that end, the User shall ensure:

- any standard and recommended protection systems for his/her computer systems are in place (firewall, anti-spyware, anti-virus, etc.);
- any means used to access the Services are in a safe place and not available to a third party;
- take appropriate measures, when requesting access to MyDPi, to ensure that only duly authorised natural persons in his/her organisation will receive the confidential Means of Identification personally;
- not to communicate his/her Confidential Codes under any circumstances to third parties and never to let third parties use them;
- his/her Codes are not recorded in a way that is easily recognised or even in coded format, on or near the Device used for online consultation;
- the Codes are only used in a safe place where there is no one else looking and there are no distractions.

6.4.

The User is solely responsible for ensuring that the computing equipment and software, and the telecommunication system, comply with the specifications in the technical documentation provided by the Bank.

6.5.

The User must inform the Bank if he/she becomes aware that:

- his/her Codes or Means of Identification have been lost or stolen, or if they are not received within a reasonable time if sent by post; or
- his/her Devices have been lost or stolen; or
- an error or irregularity has been made on the Account statements.

6.6.

The notification referred to in the previous article can be made under the conditions described in the User Guide. If the User does not take these precautions, he/she is responsible for the fraudulent use of his/her Means of Identification or Codes.

6.7.

Any dispute regarding a transaction carried out via the Services must be notified to the Bank as soon as the User is aware of the alleged transaction and, in all cases, within three months after the User has received information relating to the transaction. If the Bank is informed within this time frame, it is responsible for proving that the transaction was recorded and accounted for correctly and was not the result of a technical problem or any other fault for which the Bank is responsible.

6.8.

If the Institutional Client and Fund Support department is not available, the User shall make this notification as soon as this department is available again.

6.9.

The User acknowledges having been informed by the Bank of the technical measures and minimum configurations required to ensure secure access to the Services. In this respect, the Bank shall not be liable for any security risk as a result of the User's lack of foresight or non-compliance with instructions from the Bank with respect to his/her Device(s), internet browser, firewall, anti-virus or even his/her operating system.

6.10.

The User irrevocably waives the right to invoke a lack of internet access or any other problem in connection with his/her own computing equipment and software, telecommunications system, etc.

6.11.

The User warrants at all times that he/she has all the authorisations and powers to access the Account and, where applicable, to place Orders on the Account. If this guarantee proves to be incorrect, incomplete, or false, the User undertakes to inform the Bank immediately in writing. The Bank can in no way be held responsible for the aforementioned lack of information, and the User remains solely responsible for the consequences thereof.

6.12.

The User undertakes to inform the Holder without delay of any changes to the Service Providers and their subcontractors of which the Bank has notified him/her.

Article 7: Order**7.1.**

The MyDPi Services allow the User to encode and transmit Orders to the Bank in the name and on behalf of the Holder. After encoding and validation by the User, the Orders constitute valid instructions in the same way as a written or verbal order from the Holder. For any Order transmitted via the MyDPi Services, the Bank is not required to give any instructions relating to authorised signatories or conditions of signature validity.

7.2.

The User is solely responsible for the Orders entered in MyDPi and transmitted to the Bank using the Means of Identification assigned to him/her. In particular, he/she is solely responsible for incomplete and/or incorrect Orders and/or Orders transmitted by unauthorised persons using these Means of Identification.

7.3.

Sending Orders via MyDPi Services is not a transactional feature. Orders transmitted to the Bank via the MyDPi Services are then processed by the Bank's employees on business days during the Bank's opening hours and in accordance with the Bank's General Terms and Conditions and, as regards financial instruments, the Bank's Execution Policy. The User accepts that a reasonable period of time may elapse between the entry of an Order in MyDPi and the booking of its execution.

7.4.

The Bank reserves the right to reject or suspend an Order at its discretion after transmission. In accordance with the Bank's General Terms and Conditions, the Bank may require any additional information it deems necessary for the execution of the Order.

7.5.

The processing reserved for the Order (processing or cancellation) is notified via the MyDPi Services. It is the User's responsibility to consult the MyDPi Services in order to ensure that the transmitted Order is processed. Any error in the execution of the Order must be notified to the Bank without delay. The Bank's General Conditions will apply to any claim.

7.6.

The MyDPi Services do not allow the Bank to monitor investment restrictions or investment profiles. Access to the MyDPi Services does not alter in any way the Bank's liability to the Holder in this respect.

7.7.

The User acknowledges that it is his/her sole responsibility to comply with the legislation applicable to the Holder's country of residence when placing Orders.

7.8.

Irrespective of the charges applied to access to the MyDPi Services, the Bank is also authorised to charge the Holder for Orders placed in accordance with the applicable charges and applicable to the Accounts and to operations, transactions and orders relating to the Accounts.

7.9.

If the User has agreed with the Bank on several methods of communicating orders, the User is solely responsible for the orders that may be sent to the Bank and fully assumes, among other things, the risk of communicating contradictory, identical and/or redundant orders.

Article 8: Provision of files in another format

At the user's written request and with the Bank's consent, the Bank may make the information contained in the MyDPi Services available in the form of electronic files agreed upon for downloading. The files are made available to the User after the User has made a written request and provided an e-mail address of his/her domain name. If this is not done, the Bank reserves the right to require an authorisation signed by the Holder(s) concerned.

The Bank reserves the right to require compliance with additional conditions for the subscription to this service and an additional fee. The User will be informed of these conditions prior to subscription and separately to this agreement.

Article 9: The Bank's obligations and liability**9.1.**

The Bank will make all reasonable efforts to ensure the User can access and use the Services, without prejudice to any other article of these Special Terms and Conditions.

9.2.

The Bank's commitments towards the User within the context of the Services constitute best efforts obligations. The Bank shall take all reasonable measures to ensure that Users are provided with a regular service and appropriate identification and authentication methods.

9.3.

The Bank shall put in place and maintain security systems in compliance with recent technical developments to protect its websites against any known viruses and digital fraud following, inter alia:

- the interruption, termination or malfunction of the Services;
- any theft, loss, destruction or modification of the data and logistics or digital equipment following the illegal access of the Bank's or User's computing system by a third party, or due to the introduction of a virus from the Bank's or User's website, the internet, or computing system.

9.4.

Except in the case of wilful misrepresentation or gross negligence of the Bank, the Bank is not required to indemnify the User for any direct, indirect, or consequential damage that he/she may have incurred as a result of, but not limited to:

- the interruption, termination, or malfunction of the Services. In this case, the User is urged to consult his/her Account using another means authorised by the Bank (in particular by contacting the Institutional Client and Fund Support department);
- any theft, loss, destruction or modification of the User's data, software or computing equipment following the illegal access of the Bank's or User's computing system by a third party, and following a virus from the Bank's or User's site, internet, or computing system;
- improper use of the Services by the User or third parties.

9.5.

The User acknowledges being informed that the Bank, in accordance with the contractual and technical documentation, designates the Service Provider that renders the MyDPi Services. The Bank undertakes to comply with the applicable regulations and to inform the User of any appointment of a new service provider as soon as possible, in accordance with the applicable contractual provisions. The User undertakes to inform the Holder of any change in a Service Provider or subcontractor of which he/she is informed by the Bank. If the User or a Holder does not agree to such an appointment or designation, the User undertakes to send the Bank a written request to terminate the Services without delay and to stop using them. If this is not done, the Bank is entitled to regard this as tacit consent by the User and the Holder to this appointment.

Article 10: Fees and expenses

10.1.

The Services are subject to a pricing schedule agreed with the Holder prior to the use of the Services.

10.2.

The User shall bear any costs relating to his/her equipment required to use the Services, as well as any installation, repair or replacement costs associated with the use of these Services.

10.3.

Any costs associated with an internet subscription in Luxembourg or abroad shall be fully incurred by the User.

Article 11: Privacy and data protection

11.1.

All rules relating to privacy and data protection set out in the Bank's General Terms and Conditions shall apply to the Bank and the User within the context of the access and use of Services.

11.2.

In addition to the rules mentioned in Article 11.1, the User authorises the Bank to record any activity (i.e. consultations, requests and messages) in MyDPi in its legitimate interest to evaluate and improve the Services. This may be by optimising the website, statistics, a satisfaction survey, etc. These data will always be processed in a way which minimises the impact on the User's private life as best possible.

11.3.

The User acknowledges being informed that the Bank calls upon the Service Providers listed in Appendix 1 for the provision of operational and computer services related to the systems, software, programs, applications, and Mobile Applications used for the Services. The Service Provider and its subcontractors may, within the framework of hosting, corrective or adaptive maintenance and the development of the systems, software, programs, applications necessary for the Services, have access to personal data of the Holder(s) and his/her/their authorised representative(s) such as name, surname, address, account number, cookies, etc. The User agrees that personal data may be accessed by the Service Provider and its directors, employees, and agents necessary for the provision of the Services in the country of the Service Provider. The Bank undertakes to ensure that the Service Providers and their directors, employees and agents shall not have access to personal data except where they are necessary for the provision of the Services, to the exclusion of any other purpose.

11.4.

The User acknowledges having been informed of this and accepts that confidential information protected by the professional secrecy in force in Luxembourg relating to the bank account, its holders, transactions, recipients of transactions and the use of the Service (such as, for example, cookies) may be accessible to the Bank's Service Provider and its directors, employees and agents necessary for the provision of the Services in the country of the Service Providers and their Subcontractors. The Bank undertakes to ensure that the Service Providers are either contractually bound to an obligation of confidentiality concerning the confidential information or are subject to a legal obligation of confidentiality in application of the law in their country or bound by a contractual obligation of confidentiality.

Article 12: Intellectual property

12.1.

The User only has a non-exclusive and non-transferable right to the software, programmes, applications, Mobile Applications, User Guide, and any other documents provided by the Bank for the duration of the agreement. He/she agrees to use them in accordance with the instructions and directions of the Bank and may not, in any form or fashion whatsoever, make them available to third parties or copy, decompile, adapt, or alter them in any way. More generally, he/she undertakes to comply with all property rights, particularly intellectual property rights, of the Bank, its Service Providers, their Subcontractors, or any other relevant persons.

12.2.

The User may not transfer the rights and obligations resulting from this agreement to any third parties.

Article 13: Amendments

13.1.

The Bank reserves the right to unilaterally amend these Special Terms and Conditions at any time.

13.2.

Unless there is a technical change, the Bank shall notify the User and the Holder of any changes to these Special Terms and Conditions no later than two months before they come into force, by post, account statement, e-mail, communication via the MyDPi Services, or any other method deemed appropriate by the Bank.

13.3.

The User will be deemed to have approved the aforementioned modifications and will therefore be contractually bound by the modified Special Terms and Conditions in the following cases:

- the first time he/she logs on to the MyDPi Services after being notified of the changes; or
- if he/she fails to exercise his/her right of termination within one month of being notified of the changes.

13.4.

If any new MyDPi Services are made available to the User, the User may, after having been informed of the main characteristics of these new MyDPi Services, give his/her approval immediately in the manner agreed for this service. The new services and corresponding terms and conditions will take immediate effect.

13.5.

Notwithstanding the above and in particular the time frame within which the amendments made by the Bank to these Special Terms and Conditions will enter into force, it is understood that any amendments relating to the Means of Identification and/or the security measures taken by the Bank to secure MyDPi will take effect as soon as they are communicated to the User by letter, Account statement, e-mail, communication via the website, or any other suitable means. If the User accesses the Services for the first time after receiving notification of the above-mentioned amendments, the Bank may conclude that the User has fully approved them.

Article 14: Term and termination

14.1.

The User shall register for the Service for an indefinite period.

14.2.

Either party may terminate this agreement by written notice of eight days, without prejudice to Article 12 above.

14.3.

In case of gross misconduct or gross negligence by the User, the Bank is entitled to terminate the Services with immediate effect, without prejudice to any compensation that may be owed to the Bank by the User.

Article 15: Applicable law and jurisdiction

This agreement is governed by Belgian law. In case of a dispute, the competent courts will be the courts of Luxembourg.

Appendix 1 - List of Service Providers

Name	Address	Services
Banque Degroof Petercam S.A./N.V.	44, Rue de l'Industrie, B-1040 Brussels	IT services
Objectway B.V.	Zandvoortstraat 45, 2800 Mechelen	IT services related to hosting, software configuration, development, and maintenance

Declared subcontractors of Service Providers in connection with the MyDPi Services


Name of the declaring Service Provider	Name of Subcontractor	Address of Subcontractor	Services
Objectway B.V.	EBRC	19/23 rue Jean Fischbach (Bloc D) L-3361 Leudelange	Software hosting

**Banque Degroof Petercam Luxembourg S.A.**

Zone d'activité Cloche d'Or
12, Rue Eugène Ruppert
L-2453 Luxembourg
Luxembourg
RCS: B25459
TVA: LU13413108
bienvenue@degroofpetercam.lu

Websites

degroofpetercam.lu
blog.degroofpetercam.com/fr-lu
degroofpetercam.com

 [linkedin.com/company/degroofpetercam](https://www.linkedin.com/company/degroofpetercam)

 [youtube.com/degroofpetercam](https://www.youtube.com/degroofpetercam)

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