

## **DISCLAIMER**

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### **Terms and conditions**

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Certain sections or pages of the Website contain separate and/or additional terms and conditions, which are in addition to the present Terms and Conditions. In the event of a conflict, separate and / or additional terms and conditions will prevail over the present Terms and Conditions for those sections or pages.

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### **2. Publisher**

The Publisher of the Website is:

EMCF N.V.

Apollolaan 150

1077 BG Amsterdam

The Netherlands

Trade Register: Amsterdam

### **3. Website Content and Materials**

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As visitor or user of this Website, you agree with the registration and processing by EMCF and its affiliated entities of personal data relating to you for the following purposes: management of EMCF's clientele, including prospective clients, administration of contractual relationship, prevention of irregularities, establishment of statistics and tests, commercial prospecting, direct marketing of financial, banking and/or insurance products and services as well as other products or services which are promoted by EMCF or its affiliated entities.

You agree that these data may be communicated to any of EMCF's affiliated entities for the same purposes or to other persons for compliance with any legal obligation or in case of any legal interest. You also agree to such communications when the recipient party is located outside the European Union, whether or not an adequate level of protection is ensured for personal data in the country of reception. Within EMCF and its affiliated entities, access to your personal data collected through this Website is restricted to persons who need the data in pursuance of their duties.

You are entitled to require, in writing or via the Website and free of charge, that EMCF and its Affiliated Entities stop using your personal data collected through this Website for direct marketing purposes.

You have the right to have access to your personal data and to ask for their rectification if they are not accurate nor relevant. To exercise these rights, you have to send a written, dated and signed request to EMCF on the address mentioned above.

See also paragraph 7 (Governing Law and Jurisdiction) of the present Terms and Conditions.

#### **6. Confidentiality**

Any information or material sent to EMCF through this Website will be handled in a manner consistent with legal and regulatory requirements.

#### **7. Governing Law and Jurisdiction**

Your access to, visit of and use of the Website, and the present Terms and Conditions are governed by and shall be construed in accordance with Belgian law. The Courts of Amsterdam shall have exclusive jurisdiction over any dispute relating thereto, without prejudice to EMCF making choice of any other court having jurisdiction on such a dispute under any applicable law.

#### **8. Severability and Changes**

In the event any of the terms or provisions of these Terms and Conditions would be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement shall be subject to any other agreements you have entered or may enter into with EMCF or any of its affiliated entities. EMCF may modify these Terms and Conditions at any time, with immediate effect and without prior notice.