

## **Terms of Use**

### **General**

These terms of use apply to this website (<http://www.privadium.com>) of Privadium Private Clients B.V., with its principal place of business located at Emauslaan1, 2012PH, Haarlem, the Netherlands, and registered in the Amsterdam Trade Registry under number 88170780 ("Privadium", "our", "us" or "we"). Privadium Private Clients B.V. consists of a number of companies worldwide. A full list of the names, addresses and details of the regulatory status of the companies are available here.

### **Please read these terms of use carefully.**

By accessing this web site and/or using the information provided on or via this website, you agree to be bound by these terms of use. In the event of any conflict between the terms and conditions of specific services ordered via this website and these terms of use, the conditions specific to such services shall prevail.

### **Disclaimer**

None of the information contained on this website constitutes an offer or solicitation for business, a recommendation with respect to our services, a recommendation to engage in any transaction or legal, tax, financial, investment or accounting advice. No action should be taken on the basis of this information without first seeking independent professional advice. We shall not be liable for any loss or damage whatsoever arising as a result of your use of or reliance on the information contained herein.

All information on this website, including but not limited to graphics, text and links to other sites, is provided "as is" and is subject to change without prior notice. Such information is provided, to the fullest extent permissible pursuant to applicable law, without warranty of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from computer viruses or similar disabling devices.

Privadium does not warrant the adequacy, accuracy or completeness of any information on this web site and expressly disclaims any liability for errors or omissions therein. Users are responsible for evaluating the accuracy, completeness or usefulness of any information or other content available on this website.

Privadium makes no representation that the information provided on or via this website is appropriate or available for use in any jurisdiction. Privadium is not responsible nor liable for your (non-) compliance with applicable local laws resulting from the use of or content published on this website.

Privadium does not warrant the error free and uninterrupted service of this website.

### **Your use of the website**

Your use of this website that may not hinder in any way the use thereof by any other Internet users. Any use that can endanger or jeopardize the functioning of this website and/or affecting the information provided on or via this website or the underlying software, is not permitted. You may not access or use the website or any content thereof for any purpose that is unlawful or prohibited by these terms of use, or for performance of any illegal activity, or any other activity which infringes the rights of Privadium or other Privadium companies.

Third party information, products and services

Where Privadium provides hyperlinks to third party websites, such links are not an endorsement by Privadium of any products or services provided on or via such websites. The use of such links is entirely at your own risk and Privadium accepts no responsibility or liability for the content, use or availability of such websites. Privadium has not verified the truth, accuracy, reasonability, reliability, and completeness of any content of such websites.

### **Intellectual property rights**

Privadium, or the relevant Privadium affiliate, which is the owner of the content, retains all rights (including copyrights, domain names, trademarks, patents as well as any other intellectual property right) in relation to all information provided on or via this website (including all texts, graphics and logos). You may not copy, download, publish, distribute or reproduce any of the information contained on this website in any form without the prior written consent of Privadium or the appropriate consent of the owner. However, you may print and/or download information contained on this web site for your own personal use.

### **Online Communication**

Messages that you send to Privadium by e-mail or data you submit via the (chat)forms published on this website may not be fully secure. Privadium recommends that you do not send any confidential information to Privadium by e-mail or via the (chat)forms made available on this website. If you choose to send or submit any messages to Privadium via e-mail or the website (chat)forms, you accept the risk that they may be intercepted, misused and modified by a third party.

### **Exclusion of liability**

Neither Privadium nor any of Privadium companies, nor their agents or subcontractors shall be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits (even if Privadium or other Privadium group companies have advised of the possibility thereof) arising in any way from, including but not limited to, (i) any defects, viruses and any other malfunctions caused to any equipment and other software in connection with access or use of this website, (ii) the information provided on or via this website, (iii) the interception, modification or misuse of information transmitted to Privadium or other Privadium Group companies, or transmitted to you, (iv) the functioning or non-availability of this website, (v) the misuse of this web site, (vi) the loss of data, (vii) downloading or use of any software made available by this web site, or (viii) claims of third parties in connection with the use of this web site.

The exclusion of liability is also made for the benefit of directors and employees of Privadium or other Privadium Group companies.

### **Privacy**

Privadium Privacy Statement applies to use of this website and any processing or transfer of your personal data via the website, and its terms are made a part of these terms of use by this reference.

Additionally, by using this website, you acknowledge and agree that Internet transmissions are never completely private or secure.

### **Applicable law**

This website and these terms of use shall be exclusively governed by and construed in accordance with the laws of the Netherlands. All disputes arising out of or in connection with these terms of use shall be submitted to the exclusive jurisdiction of the courts of the

Netherlands. In the event of a discrepancy or difference in interpretation between various language versions of these terms of use, the English language version shall prevail.

### **Amendments**

Privadium reserves the right to change the information provided on or via this website, including these terms of use, at any time and without notice. It is recommended that you review this information provided on or via this website, including these terms of use, periodically for changes.

© Copyright 2024 Privadium Private Clients B.V.

Version 1 January 2024