

## General Terms of Use AGS Web Portal – Value Proposition

These Terms and conditions of Use (the Terms of Use) apply to the AGS web site located at

<https://retirement.amundi.com/valueproposition> (the Site)

### 1. Owner

1. The Site is the property of AMUNDI Global Servicing, a professional of the financial sector (*professionnel du secteur financier*) incorporated as a public limited liability company (*société anonyme*), having its registered office at 5, Allée Scheffer, L-2520 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg trade and companies register under number B.181.345 (AGS)

Editor: AMUNDI GLOBAL SERVICING

The director of publication: LUDOVIC DUCOURTIOUX

The editorial manager: PIERRE SCHERECK

The Hosting company: Amundi ITS

### 2. Purpose

1. AMUNDI Pension Fund, an Association d'Épargne Pension (ASSEP), created under Luxembourg law, organized as a pension saving association under the Luxembourg law of 13 July 2005 on institutions for occupational retirement provision, registered with the Luxembourg trade and companies register under number I 14 (APF) serves as the legal framework for funding benefits under occupational pension schemes set up by Sponsors in favour of their employees. For administrating and operating the pension plans, APF has engaged AGS to provide administrative management and communication services.

2. The Site is part of the services provided to Sponsors-or potential Sponsors (The users)

3. The Site is intended to provide information about solutions in particular through videos.

### 3. General provisions

1. The purpose of these Terms of Use is to set out the conditions applicable to the use of the Site by the User.

Amundi Global Servicing

Head office: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Postal address: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing is joint stock company (“Société Anonyme”) with a registered capital of 8 000 000 Euro – B 181345 RCS Luxembourg.

PSF regulated by the CSSF (Commission de Surveillance du Secteur Financier).

[www.amundi.com](http://www.amundi.com)

#### 4. Access

1. Access rights to the Site are strictly limited to Users.
2. Although the Site is accessible worldwide, not all features, products or services, referenced, provided or offered through or on the Site are available to Users at all geographic locations. AGS reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area.
3. « US Persons » :

This site is NOT intended for citizens or residents of the United States of America or for any «U.S. Person» , as this term is defined in SEC Regulation under the U.S. Securities Act of 1933.

U.S. Person» means: (a) any natural person resident in the U.S.; (b) any partnership or corporation organised or incorporated under the laws of the U.S.; (c) any estate of which any executor or administrator is a U.S. Person; (d) any trust of which any trustee is a U.S. Person; (e) any agency or branch of a non-U.S. entity located in the U.S.; (f) any non-discretionary or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the U.S.; and (h) any partnership or corporation if (i) organised or incorporated under the laws of any non-U.S. jurisdiction and (ii) formed by a U.S. Person principally for the purpose of investing in securities not registered under the U.S.

Securities Act of 1933, as amended, unless it is organised or incorporated, and owned, by accredited investors (as defined under Rule 501(a) under the U.S. Securities Act of 1933, as amended) who are not natural persons, estates or trusts.

#### 5. Use of the Site

1. Before using the Services, Users should contact their internet service provider in order to ensure that their browser allows access, in a secure configuration, to the Site.
2. Similarly, before any use, Users should ensure that hypertext pages used are up to date, after having cleared his cache or checked that his proxy server is in working order.
3. The User confirms that he has checked that the computer configuration used by him to access the Site does not contain any viruses and is in good working order.
4. The User acknowledges that although APF and AGS use their best efforts to make the Site available to all Users at any time, the Site may not be accessible in cases of force majeure, computer failure, difficulties linked to the structure of the telecommunication network or other technical difficulties and during maintenance hours.
5. The User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any operation being conducted on the Site, or with any other person's use of the Site. The User may not manipulate identifiers in order to disguise the origin of the message or transmittal he sends to APF, AGS or through the Site and may not pretend that he is, or that he represents, another individual or company.
6. The User of the Site may not use this Site or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity which infringes the rights of AGS or others.

Amundi Global Servicing

Head office: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Postal address: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing is joint stock company ("Société Anonyme") with a registered capital of 8 000 000 Euro – B 181345 RCS Luxembourg.

PSF regulated by the CSSF (Commission de Surveillance du Secteur Financier).

[www.amundi.com](http://www.amundi.com)

7. Users agree that AGS and APF may, in its sole discretion and without prior notice, terminate the access to the Site of any User at any time, for cause, which includes (but is not limited to) non-compliance with these Terms of Use, any use of the Site that is unlawful or infringes the rights of APF and/or AGS, requests by law enforcement or other government entities, User's request (self-initiated account deletions), discontinuance or material modification of the Site or any service offered on or through the Site, or because of unexpected technical issues or problems.

#### **6. Information on the Site**

1. APF and AGS use best efforts to ensure that all information on the Site is correct and up to date. Both APF and AGS can however not guarantee that the content of the Site is free from error and that all information and data is correct.
2. All information on the Site is provided solely for information purposes and neither constitutes an offer to buy, an investment advice nor a solicitation to sell a product. The information on the Site is neither a contract nor a commitment of any sort. In addition, certain information on the Site may be provided by third party service providers of either APF or AGS.
3. APF and AGS cannot be held liable for any damages to the User or any third party as a result of incorrect information on the Site, irrespective of whether such information is provided by APF or AGS or any third party.

#### **7. Providing information through the Site**

1. APF or AGS cannot be held liable for any damage to the User as a result of providing incorrect information or not updating the information on the Site, irrespective of whether the User has intended to mislead APF or AGS or not.

#### **8. Intellectual property**

1. All text, graphics, user interfaces, trademarks, logos, computer code (collectively, "Content") including but not limited to the design, selection, structure and arrangement of such Content, contained on the Site is owned, controlled and licensed by or to APF or AGS and is protected by trade name laws, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. The use (reproduction for example) of this Content without the prior written consent of the respective AGS can lead to legal proceedings, particularly for infringement of copyright.
2. Users may not use or export or re-export any Content or any copy or adaptations of such Content, or any product or service offered on the Site without AGS' express prior written consent.

Amundi Global Servicing

Head office: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Postal address: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing is joint stock company ("Société Anonyme") with a registered capital of 8 000 000 Euro – B 181345 RCS Luxembourg.

PSF regulated by the CSSF (Commission de Surveillance du Secteur Financier).

[www.amundi.com](http://www.amundi.com)

## **9. Cookies and hyperlink**

1. the Site, online services, interactive applications and email messages may use cookies. This technology helps AGS and APF better understand User behaviour and facilitates and measures the effectiveness of web searches. AGS treats information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, AGS will also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, AGS treats the combined information as personal information for the purposes of these Terms of Use. For more details, reference is made to the below clauses on privacy.
2. Users may remove cookies set by this Site from his or her browser by deleting them. The instruction for removing cookies from his computer or mobile device depends on the operating system and web browser he uses.
3. For more specific information on information that may be temporarily stored in a memory or on a hard drive (cookies), please read our Cookies Policy which has been prepared in order to respect the User's privacy.

## **10. Links**

1. AGS does not assume any liability in connection with hypertext links which exist on the Site leading to other resources available on the Internet, particularly any liability with regard to the contents of other direct or indirect resources. AGS will have no liability in connection with hyperlinks which might point to this Site and prohibits any person from creating such a link without its express prior written authorisation.

## **11. Amendments to the Terms of Use**

1. AGS reserves the right, as its sole discretion, to unilaterally change these Terms of Use, at any time.
2. Any amendment to the Terms of Use shall be accepted by the User by confirming that the User has read the amendment and agrees to the amended Terms of Use.

## **12. Privacy and data processing**

1. For the purpose of these Terms of Use, personal information ("Personal Information") is data that can be used to uniquely identify or contact a single person. AGS may collect and process Personal Information of the User, including but not limited to name, postal address, phone number, email address, contact preferences and banking information. Such Personal Information will be treated confidentially and will only be shared with third parties to the extent required to operate the pension plan or to comply with applicable rules and regulations.

Amundi Global Servicing

Head office: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Postal address: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing is joint stock company ("Société Anonyme") with a registered capital of 8 000 000 Euro – B 181345 RCS Luxembourg.

PSF regulated by the CSSF (Commission de Surveillance du Secteur Financier).

[www.amundi.com](http://www.amundi.com)

2. In accordance with the Luxembourg law dated 2 August 2002 on the protection of persons with regard to the processing of personal data, as amended, Users are informed that AGS collects and processes Personal Information supplied by the Users for the following purposes: provision of the Services, group management and control functions (including financial and operational management and reporting), risk management, client service management, business continuity management and product development and/or for compliance with AGS's legal and regulatory obligations. Users expressly accept the collection and the use of their Personal Information by AGS for the above purposes.
3. AGS takes the necessary precautions, including administrative, technical and physical measures, to safeguard the Personal Information of the User against loss, theft and misuse, as well as against unauthorized access, disclosure, alteration and destruction.
4. AGS may disclose any information relating to a User, including Personal Information, if such disclosure is necessary, at the discretion of AGS, in connection with any investigation or complaint regarding the use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) AGS's rights or property, or the rights or property of visitors to or users of the Site, including Users.
5. AGS reserves the right at all times to disclose any information, including Personal Information, that AGS deems necessary to comply with any applicable law, regulation, legal process or governmental request. AGS also may disclose Users' information when AGS determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.
6. Users are informed and expressly accept that AGS will record any transmittal or communication carried out through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or if AGS determines that such recording or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of AGS, its employees, Users of or visitors to the Site.
7. In addition, in the event of a re-organisation, merger or sale, AGS may transfer any and all Personal Information of the User collected to the relevant third party without the prior approval of the User, which the latter expressly accept.
8. The Site may contain links, information or contact details in relation to third parties. Such information is governed by the relevant privacy policies of such parties. AGS and APF do not assume any liability for any damages as a result of such information not being correct.

### **13. Limitation of Liability**

1. Except where prohibited by relevant legislation, APF and AGS will not be liable towards the User for any direct or indirect, consequential, exemplary, incidental or punitive damages, including lost profits, as a result of the use of the Site and the offering of the Services to the User.

Amundi Global Servicing

Head office: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Postal address: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing is joint stock company ("Société Anonyme") with a registered capital of 8 000 000 Euro – B 181345 RCS Luxembourg.

PSF regulated by the CSSF (Commission de Surveillance du Secteur Financier).

[www.amundi.com](http://www.amundi.com)

#### **14. Governing Law**

1. These Terms of Use are subject to Luxembourg law.
2. These Terms of Use have been drawn up in English and will subsequently be translated into other languages. The English version will prevail in the event of any differences in interpretation.
3. The User agrees that all matters relating to the User's access to or use of the Site, including all disputes, will be governed by the laws of Luxembourg without regard to its conflicts of law's provisions.
4. Users agree to waive any objection to such jurisdiction or venue.
5. In the event of any controversy or dispute between APF or AGS and the User arising out of or in connection with the use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If the parties are unable to resolve any such dispute within a reasonable time, then either party may submit such controversy or dispute to mediation. To initiate the mediation a party must give notice in writing ("**ADR notice**") to the other party to the dispute requesting a mediation. The mediation will start not later than 60 days after the date of the ADR notice. No party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

#### **15. Duration / Termination**

1. These Terms of Use relating to the use of the Site, as amended from time to time, have been concluded for an indefinite period.

#### **16. Miscellaneous**

1. AGS administers and operates the Site from its location in Luxembourg.
2. Should the offering of any service, product or feature accessible through the Site be prohibited in any jurisdiction, such offer should be considered void.
3. If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.
4. In case of any questions in relation to the use of the Site, the Cookie policy or these General Terms of Use, the User can contact AGS. In order to contact AGS please refer to "Contact us" section of the Site, our postal address detail : Amundi Global Servicing, 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing

Head office: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Postal address: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing is joint stock company ("Société Anonyme") with a registered capital of 8 000 000 Euro – B 181345 RCS Luxembourg. PSF regulated by the CSSF (Commission de Surveillance du Secteur Financier).

[www.amundi.com](http://www.amundi.com)

### 17. Personal data

In accordance with the Luxembourg data protection legislation (law 02/08/2002 on the protection of persons with regard to the processing of personal data, as amended), you have the right to access, amend, correct and delete personal data held about you. You may exercise this right at any time by contacting the website administrator:

AGS by e-mail ([webmaster@AGS.com](mailto:webmaster@AGS.com))  
or by sending a letter to:  
AGS  
5, Allée Scheffer, L-2520  
Luxembourg

### 18. Notifications

Users can notify AGS of any changes to their personal data or any request to receive information in writing through the Site in accordance with the above, or by contacting AGS by e-mail ([webmaster@AGS.com](mailto:webmaster@AGS.com)) or by sending a letter to:  
AGS  
5, Allée Scheffer, L-2520  
Luxembourg

Amundi Global Servicing

Head office: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Postal address: 5 allée Scheffer – L-2520 Luxembourg – Grand Duché du Luxembourg.

Amundi Global Servicing is joint stock company (“Société Anonyme”) with a registered capital of 8 000 000 Euro – B 181345 RCS Luxembourg.  
PSF regulated by the CSSF (Commission de Surveillance du Secteur Financier).

[www.amundi.com](http://www.amundi.com)