

General Terms and Conditions Internet Access Bank ten Cate & Cie N.V.

Definitions

In these terms and conditions, the following terms shall have the following meanings:

Bank ten Cate: Bank ten Cate & Cie N.V.

Client: the natural person or legal entity purchasing products or services from Bank ten Cate.

Communication: all exchanges of information between the Client and Bank ten Cate with the help of an Access Code.

Access Code: a code provided or accepted by or on behalf of Bank ten Cate, whether or not in the form of a certificate code and/or a password, which can be used, whether or not in combination with one or more other Access Codes, to prove its identity to Bank ten Cate.

General Terms and Conditions: Terms and Conditions Securities Services of Bank ten Cate & Cie N.V.

Terms and Conditions: these General Terms and Conditions Internet Access Bank ten Cate & Cie N.V.

Special Terms and Conditions: terms and conditions used by Bank ten Cate for specific products or services.

Article 1 Applicable Terms and Conditions

The Terms and Conditions apply to all (legal) acts whereby an Access Code is used. The Terms and Conditions do not affect the applicability of any Special Terms and Conditions.

Article 2 Products and Services

1. Bank ten Cate defines the Terms and Conditions under which the Client may access the products or services.
2. Unless agreed otherwise Bank ten Cate may at any time alter, terminate or suspend the delivery of products or services. Where that is relevant to the Client Bank ten Cate shall inform the Client beforehand, if possible.

Article 3 Communication

1. Bank ten Cate may, among other with a view to safety, require a specific form of identification or signing for certain methods of Communication and for certain products or services, or set restrictions or further requirements on certain methods of Communication.
2. If the Client has access to electronic access channels of Bank ten Cate, Bank ten Cate may choose to provide communications intended for the Client solely through those channels and make information intended for the Client available electronically.

Article 4 General Information

General information made available by Bank ten Cate not specifically pertaining to the Client is provided by Bank ten Cate, unless stated otherwise, without any warranty with regard to the correctness or topicality thereof. Bank ten Cate may at any time end or alter the provision of such information through for example its website.

Article 5 Use Access Code

1. Passwords, user IDs and any other such codes shall be kept secret.
2. The Client shall use the Access Codes with care and shall abide by the terms and conditions, directions and instructions applicable to the use of Access Codes and the access gained to the products or services.
3. It is not permitted to copy an Access Code and/or the content of any related information carrier.
4. The Client is responsible for both the use of its own Access Codes and the use of Access Codes by other holders insofar as these are used on behalf of the Client.
5. Bank ten Cate may block Access Codes of the Client for access to products or services with immediate effect:
 - if the Client goes into liquidation, applies for a suspension of payments, is subject to any attachment, or in any other way fully or partly loses control of its assets or income;
 - if the relation between the Client and Bank ten Cate is terminated;
 - if the Client deceases or is placed under tutelage;
 - in case of a reasonable suspicion of inappropriate use or misuse.

Article 6 Safety

1. Bank ten Cate shall inform the Client as well as possible on the precautions to be taken to safeguard the Access Codes.
2. The Client is obliged to regularly review the information made available by Bank ten Cate via an electronic access channel used by the Client about the use of that specific channel, the corresponding Access Codes and the security thereof.
3. The Client is responsible for the security of all Access Codes and any other codes the Client or any other holders use or control and which can be used to gain access on behalf of the Client. Misuse of Access Codes and any other codes referred to is thus for the risk of the Client.

Article 7 Reporting of Incidents

If the Client knows or has reason to suspect that the Access Code of the Client, or of any other holders having access to the products and services of the Client, have been, are being or could be misused by unauthorised persons, for example in the event of loss, theft or any other irregularities, the Client is obliged to immediately inform Bank ten Cate thereof in writing.

Article 8 Technical Infrastructure

1. Bank ten Cate is not responsible or liable for the technical infrastructure not under its control which is required for Communication with Bank ten Cate, such as the telephone network and equipment of Internet providers. Thus Bank ten Cate is not liable if messages are mutilated or are not received at all.
2. Bank ten Cate shall endeavour to keep the infrastructure, insofar as under its control, available to the Client so that the Client may communicate electronically at the indicated hours of availability. Nonetheless, Bank ten Cate does not give any guarantees with regard to the actual availability and accepts no responsibility therefor, except in the case of gross negligence. In that case the liability of Bank ten Cate shall be limited to any direct damage suffered by the Client.

Article 9 Amendment of and Supplement to the Terms and Conditions

Bank ten Cate shall at all times have the right to amend or supplement the Terms and Conditions. The amended or supplemented Terms and Conditions shall be made available to the Client via the website.

Bank ten Cate & Cie N.V., with its registered office in Amsterdam
Commercial Register Chamber of Commerce Amsterdam, no. 33.142.75

The Dutch translation prevails in case of differences between the Dutch and the English translation.