

## Terms of Use

These Terms were reviewed and updated in November 2015.

These Terms, as set out below, govern your use and access of this BNP Paribas website (the “Site”).

**Please read these terms and conditions carefully (including the disclaimer) before you start to use the Site. By accessing and/or using the Site, you indicate that you accept these Terms and that you agree to be contractually bound to abide by them. If you do not agree to these Terms, please refrain from using the Site.**

BNP Paribas reserves the right to change these Terms at any time. We will do this by updating the wording on this webpage and updating the publication date at the top of this page. You will not necessarily be directly notified of such a change. Therefore, please ensure that you regularly check these Terms so you are fully aware of any changes or updates.

### Information about us

The Site is a website operated by BNP Paribas, London Branch. The term “BNP Paribas”, “our”, “we” or “us” means BNP Paribas, London Branch whose registered office is 10 Harewood Avenue, London NW1 6AA and/ or its affiliates.

### Use

This website is for use by BNP Paribas employees, agents, contractors and temporary workers working for or in connection with BNP Paribas (“Staff”) only. If you are not Staff, you do not have permission to use this website and must leave the website immediately.

This website is comprised of various pages. Some sections or pages may be subject to separate terms, which are supplemental to these Terms. You should ensure you read any additional terms carefully. By accessing and using any page, you agree to be bound by the applicable supplemental terms. In the event of a conflict, the supplemental terms shall take precedence over these Terms.

BNP Paribas reserves the right, in its sole discretion and without notice, to suspend and/ or block access to the Site for any reason and/ or to change any part of the Site including, but not limited to, the information contained upon the Site, the functionality of the Site and the layout and look of the Site. BNP Paribas may discontinue or change any product or service described or offered on the Site, at any time, without notice.

The purpose of this Site is to inform and engage Staff with the BNP Paribas brand and the value that it brings to our business. The Site provides general information about brands as well as more detailed information about the BNP Paribas brand and its businesses and activities in the UK.

You acknowledge that you have the skills, training and equipment necessary to access and use the Site and the functionality contained within it.

No third party is permitted to link any website to this Site without BNP Paribas’s prior written consent.

## **Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack.

It should be noted that it is a criminal offence to access or remain fraudulently in a computer system, to hinder or distort the functioning of such system, or to introduce data to or modify fraudulently the data in a computer system. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it.

## **Intellectual Property**

Some third party trademarks are displayed on this website in whole or in part for the purposes of providing a brand recognition competition only. BNP Paribas is not in any way stating that it has a relationship, is affiliated or in partnership with such brand owners and does not endorse the brand, product or underlying owner.

Subject to the above BNP Paribas and/ or its licensors own all of the items that make up the Site, particularly the information, data, designs, graphics, photographs, audio recordings and video recordings. The information held on this Site is for your own personal use only. The information and other material on the Site may not be reproduced, represented, distributed or transmitted to any other person by any means whatsoever, whether in whole or in part, without the prior express authorisation of BNP Paribas. Any such action would constitute an infringement of rights and BNP Paribas may take appropriate legal action to enforce its rights.

The content on the Site may not be taken out of context or presented in an inaccurate, misleading, unfair or discriminatory way.

Subject to the above, all trademarks (whether registered or unregistered) used on the Site are the property of BNP Paribas or its licensors. The trademarks may not be reproduced or used in any way, whether in whole or in part, without the prior authorisation of BNP Paribas.

You agree not to remove any copyright notice or other notice signifying BNP Paribas's or any other third party's intellectual property rights.

Except as expressly provided herein, nothing in these Terms or contained on the Site shall be deemed or construed to grant any licence or right, expressly, by implication or otherwise of any BNP Paribas intellectual property rights.

## **Liability**

Nothing in these Terms shall exclude or limit any person's liability for (a) death or personal injury caused by its negligence, or (b) fraud.

Subject to the paragraph directly above neither BNP Paribas nor any of its group members, agents, licensors or delegates or its or their directors, officers or employees will be liable for any Losses, including, but not limited to Losses incurred or suffered by you directly or indirectly in connection with:

- your access to, use of or inability to access or use, the Site (whether in whole or in part and whether or not within the control of BNP Paribas);
- the suitability or otherwise of the Site or the information upon the Site for any particular purpose;
- any delay, error or omission regarding the contents of the Site;
- any information provided being corrupted, wrong or inaccurate; or
- the acts or omissions of you or any third parties, including, but not limited to, the act or omissions of third parties in making the Site and providing information to be used on the Site.

For the purposes of these Terms, Loss shall mean "loss, damage or expense whether direct or indirect, including any loss of profit, loss of revenue, loss of opportunity, loss of contract, loss of goodwill, loss of reputation, loss of fees, increased cost of working, any indirect, consequential, special, punitive, or incidental loss, or any loss resulting from liability to any other person (and in each case whether the foregoing arise in contract, tort, negligence or otherwise)".

The information provided on the Site is provided "as is" and BNP Paribas shall have no obligation to amend or update any information provided. We do not represent that such information is accurate or complete and you should not rely on it as such. BNP Paribas does not give any express or implied warranty on the suitability of the Site for any particular purpose. BNP Paribas does not make or provide any representation or warranty or condition of any kind, implied, express or statutory regarding the Site, including, but not limited to information upon the Site.

Subject to this section (Liability) the total aggregate liability of BNP Paribas for all losses arising out of or in connection with these Terms and the Site shall not exceed £ 1,000. In addition, in the event of any inconsistency between this section (Liability) and any other provision in these Terms, this section will prevail.

You agree that the exclusions and limitations set out in these Terms are reasonable in light of the nature of the Site and the technology used to underpin the Site (including that the internet is not a completely reliable transmission medium).

## **Confidentiality**

The internet and emails may not be a suitable way to send confidential information as such communications may not be secure. BNP Paribas therefore recommends that you do not use this means of transferring confidential information, unless additional security methods, such as encryption technology, are adopted.

## **Privacy and Cookies**

BNP Paribas may process your personal data as part of and/or in connection with your use and access of this Site. This may include using cookies or similar technology to collect information about your use of the Site.

For more information on how BNP Paribas collects and uses your personal data, please see our Privacy Notice. For more information on how BNP Paribas uses cookies, please see our [Cookies Policy](#).

By accessing and/ or using the Site you acknowledge that you have been informed that cookies are used on this website and consent to BNP Paribas processing your personal data and using cookies, as set out in our Cookies Policy. You agree that if you choose not to permit BNP Paribas to use and store cookies on your computer or device, you will need to alter your internet browser settings so that cookies are not permitted. You accept that rejecting BNP Paribas cookies in this way may mean that parts of the Site may not function properly or be accessible.

## **Choice of law**

These terms shall be governed by English law and you agree that the English courts shall have exclusive jurisdiction to determine any matter or dispute arising out of or in connection with this Site or these Terms. If for any reason, a competent court finds any part of these Terms invalid, unlawful or unenforceable to any extent, BNP Paribas shall delete the relevant part from the Terms and the remainder of the Terms shall continue to be valid and enforceable to the fullest extent permitted by English law.

These Terms together with any supplemental BNP Paribas website terms shall contain the entire agreement and understanding of the parties, and supersede all prior agreements, understandings or arrangements in relation to this Site.

You will be able to download, print and store a copy of these Terms for your personal use only. These Terms may not be used or copied for any business or other purpose.

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