

## LEGAL NOTICE AND TERMS OF USE

### **LEGAL NOTICE**

Name or trading name: BANCO BILBAO VIZCAYA ARGENTARIA, S.A., Belgian Branch

Tax ID number (in Spain): C.I.F. number A- 48265169.

Registered address: Plaza de San Nicolás, 4, 48005 Bilbao, Spain

Company Registry data: Company Registry of Bilbao, Volume 2083, Book 1545, Section 3, Folio 1, Sheet 14741.

The registered office of the Belgian branch of BBVA is at Avenue des Arts 43, 1040 Bruxelles, telephone +32 2 512 32 62. BBVA, Belgian Branch, is registered in the Central Entity Registry (Banque-Carrefour des Entreprises) under number BE 0445 048 470.

For any complaints, the customer must first contact the customer service department of the Belgian branch of the bank. If the customer is not satisfied with the response of the bank, he/she can call an impartial external ombudsman service free of charge: the Ombudsman in financial conflicts for individuals, Ombudsfm, North Gate II, Boulevard du Roi Albert II 8, bte 2, 1000 Bruxelles (telephone no. +32 2 545 77 70, fax +32 2 545 77 79, email [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be)).

Contact Email: For any enquiries, Users may contact BBVA via the e-mail [bbvabe@bbva.com](mailto:bbvabe@bbva.com).

The Users of the Website shall comply at all times with the following terms and conditions of use ("Terms of Use"),

### **TERMS OF USE OF THE WEBSITE**

#### **1. Acceptance of the Terms of Use**

These Terms of Use govern the use of the Web Site [www.bbva.be](http://www.bbva.be) that BBVA offers to Users.

The Terms of Use together with the Legal Notice, the Personal Data Protection Policy (including the Cookie Policy) together constitute the terms and conditions governing access to and use of the public part of the Web Site (the "Terms and Conditions of the Website "). If the user is also registered as a user of the private area of the Web site, along with the Terms and Conditions of the Website, the Terms and Conditions of Registration for the private area will also apply and must be expressly accepted by the User when signing up.

By accessing and using the Website, the User fully accepts and agrees to comply with the Terms and Conditions of the Website. Therefore, the user must carefully read these Terms of Use and any other Terms and Conditions of the Website in each of the occasions on which he intends to access and use the Website, as they may undergo modifications that would be communicated to the User with the new access. BBVA reserves the right to update, modify or eliminate these Terms and Conditions of the Website.

#### **2. Terms of Use of the Website**

The User shall make lawful use of the website in accordance with current law, good faith and public order. Similarly, the User agrees not to use the Website for fraudulent purposes, and not to carry out any activity that may damage the image, interests and rights of BBVA or any third parties. The User undertakes not to perform any act that may damage, disable or overload the Website or in any way, impede its normal use and operation.

We inform the User that, in the event of a breach the content or the obligations derived of the Terms and Conditions of the Website or any other specific terms or conditions contained in the Website, BBVA reserves the right to limit, suspend or terminate your access to the Website, adopting any technical measure necessary for that purpose. BBVA also reserves the right to take such measures in the event that it reasonably suspects that the User is violating any of the terms contained in the Terms and Conditions of the Website or any other specific terms or conditions contained on the Website.

BBVA may at its own discretion update, modify or delete information contained on the Website, including its content and/or services, also may limit or deny access to such information at any time without prior notice. BBVA reserves the right to eliminate, limit or prevent access to the Website when technical difficulties or circumstances arise from technical difficulties beyond the control of BBVA, at its discretion, reduce or remove the standard levels of security adopted for the proper operation of said website. In this respect, BBVA reserves the right to decide on the continuation of the information and services provided through the Website.

### **3. Content of the Website**

The intellectual property rights on the Web Site, including the arrangement of its content, the unique rights to the underlying databases, the graphic design and user interface of the Web site (look & feel), computer programs (including source and object codes), and the different elements that form the web site (text, graphics, photographs, videos, sound recordings, etc.) ("Content") are owned by BBVA or its licensors. The distinctive signs included on the Website (trademarks and trade names) are also owned by BBVA or its licensors.

The access or use of the Website does not grant users any right or ownership whatsoever over the rights of intellectual and/or other property protecting the content provided by this website, or the BBVA logos and trademarks. To this end, in accordance with these Terms and Conditions of Use, except when legally permitted or with the prior authorization of BBVA, the User is expressly prohibited from any reproduction, processing, distribution, public communication, making available, extraction and/or reuse of the website, its contents and /or logos and trademarks of BBVA or any other third parties included the Website. BBVA reserves the right to take legal action as appropriate against those users who are in breach of or infringe the intellectual and/or other property rights of BBVA.

BBVA grants the users who comply with these Terms and Conditions of the Website (and the applicable Terms of Conditions of Registration) a non-exclusive license to use the Website, for the maximum period of validity of the intellectual and other property as defined by the applicable laws and regulations (except in the case your access to the website is suspended for cause) and for the only purpose of using the Website in accordance with this document.

BBVA declares that:

- i. The information offered on the Website is for informational purposes and shall not be deemed in any case as recommendation, technical, financial, legal, tax, or investment advice, or an offer or a guarantee by BBVA, nor should it be understood as a recommendation to trade, or constitute the basis for any decision-making, BBVA declines any responsibility for the use of the information contained on the website that may be made in this regard, and specifically must be understood that such information, subject to the laws and regulations in force in Spain, is not intended for those users who

act under other jurisdictions of other states that require compliance with different requirements for the provision, disclosure or advertising of such information.

ii. The information provided by BBVA on the website does not constitute a technical opinion of BBVA.

iii. BBVA is not responsible for the information contained therein that does not meet the expectations of the user. BBVA is not liable for the truthfulness, accuracy, adequacy, completeness or update of the information not created by them and another source otherwise specified. BBVA is not responsible for the opinions or comments appearing on the Website, which either reflect the personal views of the Users, or come from the specified sources.

iv. BBVA reserves the right to update, modify or remove the information contained on the Website in the terms indicated in paragraph 2 above, and assumes no obligation to communicate any changes or modify the contents.

The user ACKNOWLEDGES AND ACCEPTS the previous statements of BBVA and additionally AGREES to comply with the law and regulations that will be applicable as user of this Website.

#### **4. Links Policy**

##### **Links to the Website**

Establishing links to the Website is prohibited, unless it has been previously authorized by BBVA. In any case, once authorized by BBVA the link, shall be established as follows:

- The link must not consist of frames which allow visualizing the Website through URLs other than the Website URL or in any other way show the information on the Website together with the information included on other websites.
- The website that link (the "Linker Site") will not make any false, inaccurate or incorrect statements referred to the Web site and/or BBVA.
- In any case, the authorization granted by BBVA does not mean that: (i) BBVA sponsors, collaborates, verifies or monitors the content and/or services provided through the Linker Site; or (ii) BBVA is in any way responsible for the content of the Linker Site.

The Linker Site shall comply with the law and shall in no case host content of its own or third parties that: (i) are illegal, violate the rights of others, harmful, degrading, violent, inappropriate or otherwise contrary to morality, to the uses and good customs (pornographic, racist, etc.); (ii) implies or could imply to the User the false impression that BBVA endorses, supports, adheres or any way supports the ideas, statements or expressions, whether lawful or not; and (iii) are inappropriate or irrelevant to the activity of BBVA.

In the event of breach of the terms set out above, BBVA may adopt the appropriate and necessary measures.

##### **Sites Linked**

To help the user find additional information, we may include links that allow the user to access other websites ("Linked Sites"). In these cases, BBVA acts as an intermediary service provider, in accordance with Article 17 of

the LSSI. According to that legislation, BBVA is not liable for the services and content provided through the Linked Sites, unless you have effective knowledge of the illegality and have not disabled the link with due diligence.

In any case the existence of Linked Sites does not mean that BBVA recommends, promotes, or agrees with the statements, content or services provided through the Linked Sites. Accordingly, BBVA is not responsible for the content of the Linked Sites or their condition of use and privacy policies; the User is solely responsible for checking and accepting each time he accesses and uses those sites.

In the event that the User believes that the Linked Sites host content that may be illegal, violate the rights of others, harmful, degrading, violent, inappropriate or otherwise contrary to morality, to the uses and good custom, he can notify BBVA through the following email address: [api.market.support@bbva.com]. However, for the purposes of the applicable legislation, such communication in any case shall mean that BBVA acquires actual knowledge of the wrongfulness of the contents of the Linked Site.

## **5. Communication of unlawful or inappropriate activities**

In the event that the User or any other Internet user becomes aware that any kind of information or content included on the Website or provided through it is unlawful, injures third parties rights, is harmful, degrading, violent, inappropriate, contrary the provisions in these Terms of Use or otherwise contrary to morals, customs and good manners, you can contact BBVA by indicating the following:

- Your personal information: name, address, phone number and email address;
- Description of the facts that reveal the illegal or inappropriate nature of the content or information, as well as the specific URL in which it is available;
- in the event of infringement of third party rights, such as intellectual or other property, you shall identify the owner of the rights infringed when the informant is another person. It should also provide the title that certifies ownership of the infringed rights and, if applicable, the powers to act on behalf of the owner when it is a different person than the informant.

The receipt by BBVA of the communication foreseen in this clause shall not entail, in accordance with the LSSI, actual knowledge of the activities and/or contents indicated by the informant when this is not evident or obvious. In any case, BBVA reserves the right to suspend or remove any content that, while not illegal, maybe contrary to the rules set out in these Terms of Use, balancing in each case the legal interests in conflict.

## **6. Liability**

Users shall know that communications through open networks are exposed to a number of threats that makes them unsafe. It is their responsibility to take all appropriate measures to reasonably control these threats, including having updated malware detection systems, such as viruses, Trojans, etc. software technical measures as well as having updated security patches of the Internet browsers. For more information you can see the BBVA Security Policy or go to your Internet service provider that can provide solutions that suits your needs. To the maximum extent permitted by applicable law, BBVA is not responsible for damages caused to the user as a result of the risks inherent in the means employed, or those caused by vulnerabilities in your systems and tools. BBVA does not guarantee total security of its systems and although it has taken appropriate

security measures cannot completely exclude the existence of vulnerabilities and, consequently, the user must be cautious when interacting with the Website.

In particular in any case, BBVA is not responsible for:

- Any damages of any kind to the Users computer caused by viruses, worms, trojans or any other harmful elements.
- Any damages of any kind caused to the User resulting from failures or disconnections in telecommunications networks that produce the suspension, cancellation or interruption of the Website service during the provision thereof. In this regard, the User acknowledges that access to the Website requires reliance on services provided by third parties beyond control of BBVA (for example: telecommunications network operators, service providers, etc.) which reliability, quality, continuity and operation does not correspond to BBVA, nor is part of its responsibility **to ensure the availability of the service.**
- the information of third parties in cases where BBVA acts as a provider of intermediation services in the sense given by the LSSI, except when actual knowledge exists and the corresponding information has not been removed from the Website.

BBVA will not be liable for any damages, direct or indirect, that users may suffer derived from the improper use of this Website or its contents, not assuming any obligation to notify changes or modify the contents thereof.

## **7. Privacy and Cookie Policy**

All the aspects relating to the processing of personal information of users derived from the use of the Web Site are regulated in the [Personal Data Protection Policy](#) (including the Cookie Policy) published on [www.bbva.be](http://www.bbva.be).

## **8. Miscellaneous**

The applicable laws to the services of the information that BBVA provides through the Website [www.bbva.be](http://www.bbva.be) will be those of Belgium. Therefore, in any dispute or conflict related to or arising from the Website between the User and BBVA, the Belgian law shall apply.

If any of the provisions contained in this Legal Notice and Conditions of Use is declared invalid, it will be removed or replaced. In any case, such invalidation shall not affect the validity of the remaining provisions contained in this Legal Notice and Conditions of Use.