

ANYWEALTH: TERMS OF USE

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Introduction – Application

Welcome to Anywealth (hereinafter referred to as “**Anywealth** or the “**Application**”) which is a platform based application accessible via a website which is entirely owned by Deloitte Tax & Consulting, *société à responsabilité limitée* (hereinafter referred to as “**we**” or “**Deloitte Luxembourg**”) and provided by the latter through Luxembourg external service providers (hereinafter referred to as the “**Services Providers**”).

Deloitte Luxembourg is an affiliate of the Luxembourg member firm of Deloitte Touche Tohmatsu Limited. Unless otherwise specifically defined, Deloitte generally refers to one or more of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee, and its network of member firms (hereinafter referred to as “**Deloitte Network**”), each of which is a legally separate and independent entity. Please see www.deloitte.com/about for a detailed description of the legal structure of Deloitte Touche Tohmatsu Limited and its member firms.

Anywealth may be used by the company which has entered into an Anywealth Client License Agreement with Deloitte Luxembourg (hereinafter referred to as the “**Client**”) and by the Client’s employees who have been duly authorised by the Client to use the Application with the credentials of the Client (each a/the “**User**”) in accordance with the present terms of use (hereinafter referred to as the “**Terms of Use**”).

The User is requested to read these Terms of Use carefully before using the Application.

By using the Application, the User signifies its agreement to these Terms of Use. If the User does not agree to these Terms of Use, the User may not use the Application. Deloitte Luxembourg reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time.

Any such change, modification, addition, or deletion takes effect after five (5) calendar days following notification on the Application www.anywealth.lu or notification via email.

Therefore, we encourage the User to check the date of the Anywealth Terms of Use whenever the User visits the Application. If the User doesn’t agree to the content of Terms of Use, the User should immediately stop using the Application.

The purpose of these Terms of Use is to govern the use of the Application.

Each User is granted a nonexclusive, non-transferable, worldwide, revocable, limited license to access and use the Application in accordance with these Terms of Use.

Access to and Availability of the Application

The access to the Application is subject to the User acceptance of these Terms of Use.

To obtain an access to and use the Application, the User will receive its User ID and password from us.

Notwithstanding anything to the contrary contained herein, the User may access and use the Application under any form whatsoever only for professional purposes and always in strict conformity with the provisions of the Anywealth Client License Agreement concluded between the Client and Deloitte Luxembourg and in accordance with these Terms of Use.

Deloitte Luxembourg provides the Application on an as-is basis and in so far as the equipment (including without limitation the hardware, software and operating systems) of the User is and remains suitable for the access and use of the Application. The User acknowledges and accepts that Deloitte Luxembourg has no control on the underlying technologies of the service provided by third parties (such as a web hosting service or the Service Providers).

Deloitte Luxembourg does not guarantee that the Application will be available without any interruption or malfunction.

Deloitte Luxembourg reserves the right to develop, modify or suspend any aspect of the Application including, but not limited to, the content available through the Application and the User access to it at any time.

The User may have to adapt its equipment, including the hardware, software and operating systems, and shall bear the costs of any required change or migration.

To the extent permitted by the law, Deloitte Luxembourg does not guarantee the availability, quality, operation or support for data traffic on the networks or lines of Internet service providers or the operation of the web hosting service by the Service Providers.

Acceptable Use of the Application

Anywealth is aimed exclusively for Deloitte Luxembourg to give the User access to the Application and to use, all information, data, files and materials that Deloitte Luxembourg makes available in the Application (hereinafter referred to the "**Documentation**") in accordance with these Terms of Use.

The Documentation shall be used by the Client / User internally within the Client's company for information purpose only and shall not be used for any other purpose or referred to in any document or made available to any other person than an employee of the Client for information purposes only without the prior written consent of Deloitte Luxembourg, provided that the User ensures that any such employee uses such Documentation internally within the Client's company and for information purposes only.

The User must not use the Application for any unlawful or fraudulent purposes. The User must not misuse the Application by introducing viruses, Trojans or other material which is malicious or technologically harmful. Using the Application does not give the User any interest, right or ownership of any intellectual property rights in the Application or the content the User access.

The Documentation in the Application is up-to-date at the date it is posted in the Application. Deloitte Luxembourg has no responsibility to nor will consider the impact of any events or circumstances, such as changes in the relevant legislation (including case law and administrative standpoints) or in the interpretation thereof which may occur or come to light after the date at which the Documentation has been posted in the Application. The Documentation in the Application shall be annually updated in January by Deloitte Luxembourg as well as on a best effort basis.

Anywealth contains general information only, and none of the Deloitte entities belonging to the Deloitte Network is, by means of the Application rendering accounting, business, financial, investment or other professional advice or services. Anywealth is not a substitute for such professional advice or services, nor should it be used as a basis for any decision or action that may affect the User' finances or business. Before making any decision or taking any action that may affect the User' finances or business, the User should consult a qualified professional adviser.

User's warranties and obligations

The User hereby acknowledges and agrees that:

1. The User is aware of and accepts the related risks of the Internet, and agrees to protect itself against the effect of computer piracy by adopting a suitable and secure computer configuration, including without limitation, a firewall and regularly updated antivirus software
2. The User may not authorize any third party to access or use the Application on its behalf, except for the Client.
3. The User may not assign its license to the Application in any format to any third party without the prior and formal consent of Deloitte Luxembourg.
4. The User shall hold harmless and unconditionally indemnify Deloitte Luxembourg, its directors, officers, agents, employees and its business partners to the full extent of liability, loss, cost, claim, damage or expense including – but not limited to – reasonable attorney's fees for the defence of all liabilities, costs, claims, damages and expenses claimed by any third parties arising out of, as a result of, or in connection with a breach by the User of these Terms of Use.

The Client is liable for:

1. any act which may adversely affect or impede the ability of the Application to function properly including without limitation, overloading the bandwidth or transmitting on, or through, the Application any element that could contain a bug, a virus, Trojan horse, logic bomb or any element liable to damage, intercept or interfere with all or part of the Application;
2. ensuring that each User uses the Application in accordance with these Terms of Use;
3. deactivating the User password and account immediately at the termination of the employment of any User;
4. maintaining the confidentiality of the User ID and password, and is fully responsible for all activities that occur under a User ID or password exclusively attributed to a User. Any connections or communications established using the identification data and password of the User shall be deemed to have been executed by the User who undertakes to assume responsibility for any consequences of a non-compliant or unauthorized use of the Application;

The Client agrees to immediately notify us of any unauthorized, fraudulent use, accidental disclosure that it is aware of, of a User ID or password by any person, whether the person is employed within the Client organisation or not, or any other breach of security or confidentiality.

In such event, Deloitte Luxembourg may suspend the access of the Users to the Application until the deactivation and/or cancellation of the Client registration information and the attribution of new registration information to the Client and to the Users.

Deloitte Luxembourg will not be held liable for any loss or damage arising from any unauthorized use of the Client / User account. No compensation may be claimed from Deloitte Luxembourg further to the suspension of the access to the Application as per this paragraph or further to the direct or indirect consequences (such as a loss of opportunity, of business, of revenue or profit);

5. The Client shall hold harmless and unconditionally indemnify Deloitte Luxembourg, its directors, officers, agents, employees and its business partners to the full extent of liability, loss, cost, claim, damage or expense including – but not limited to – reasonable attorney's fees for the defence of all liabilities, costs, claims, damages and expenses claimed by any third parties arising out of, as a result of, or in connection with a breach by the User of these Terms of Use;

We reserve the right to claim for damages in the event any unauthorised access to the Application due to any fault of the Users.

Disclaimer

We disclaim all warranties, whether express or implied, including the warranties that the Application, Documentation and content are free of defects, virus free, and able to operate on an uninterrupted basis, that they will meet the User/ Client requirements, or that errors will be corrected, and the implied warranties that the Application, Documentation and content are of satisfactory quality, accurate, fit for a particular purpose or need, or non-infringing, as well as warranties of merchantability, title, compatibility and security unless such implied warranties are legally incapable of exclusion.

Limitation of Liability

Deloitte Luxembourg, its directors, managers, its employees, subcontractors and agents shall not incur any liability whatsoever in connection with the access to and the use of the Application under these Terms of Use, including any liability for direct or indirect damages, loss of profits, loss of revenue, loss of goodwill, loss of any software or data, loss of opportunity, loss of use of computer equipment or for any consequential or special loss.

In particular, we take no responsibility for damages and non-performance caused by unforeseeable, insurmountable, or unavoidable events including without limitation: case of *force majeure*, strike or labour dispute, war or other violence, fire or other casualty, or any law, order or requirement of any governmental agency or authority.

The use of the Application is made at each User own risk. Accordingly, Deloitte Luxembourg will not be liable for any loss or damage caused by viruses or any other technologically harmful material that may infect the User's computer equipment, computer programs, data or other proprietary materials due to its use of the Application or to its downloading of any material posted on the Application, or on any website linked to them.

Deloitte Luxembourg does not guarantee and is not liable for the reliability, completeness or accuracy of any Documentation stored in the Application after the date the Documentation has been posted in the Application, including without limitation content which may include errors and transmission or transcription mistakes.

To the maximum extent permitted by applicable law, Deloitte Luxembourg specifically disclaims liability for any errors, inaccuracies and omissions on the Application and for any loss or damage resulting from its use, whether caused by negligence or otherwise.

Deloitte Luxembourg does not exclude or limit its liability resulting from gross negligence or wilful misconduct; or for death or personal injury resulting from its negligence, fraud or any other liability which may not be excluded or limited under applicable law.

The above disclaimers and limitations of liability shall be applicable not only to Deloitte Luxembourg but also to each other entity within the Deloitte Network.

Amendments and Temporary Suspension

We reserve the right to change all or part of the Application such as its format, content as well as the conditions for supply of the Application at our sole discretion at any time without notice, to the extent that such changes do not jeopardize the access to the Application. The User should refresh its browser each time it visits the Application to ensure that the User access the most up-to-date version and any information contained therein.

We may *inter alia* change the technical conditions of access to the Application in order to allow the User to benefit from technological advances or for security purposes. Such changes may result in the obligation for the User to update its equipment such as the software, hardware and operating systems. Such updates shall be made by the User at its own cost.

Access to the Application may be suspended with prior reasonable notice, in case of:

- a request of a competent authoritative legal, supervisory or administrative body;
- definitive condemnation of a User by a competent court as a result of access to or use of the Application;
- force majeure;
- Suspension, rupture of the access to the Application due to the reasons imputable to Service Providers.

No compensation may be claimed from Deloitte Luxembourg further to the suspension of access to the Application as per this paragraph or further to the direct or indirect consequences (such as a loss of opportunity, of business, of revenue or profit).

Privacy Statement

Deloitte Luxembourg has established a Privacy Statement to explain the User how its information is collected and used, which is available in the Application under "Privacy Statement". The use of the Application signifies acknowledgment of and agreement to the Deloitte Luxembourg's Privacy Statement, which shall form an integral part of these Terms of Use.

Consent to electronic communications and solicitation

By registering with the Application, each User agrees that Deloitte Luxembourg and its Service Providers may send it communications or data regarding their services, including but not limited to (i) notices about its use of the Application, including any notices concerning violations of use, (ii) updates, and (iii) promotional information and materials regarding Deloitte Luxembourg's products and services, via electronic mail. We give the User the opportunity to opt-out of receiving electronic mail from us by following the opt-out instructions provided in the message.

Trademark

"Deloitte", "Touche", "Tohmatsu", "Deloitte Touche Tohmatsu", "Deloitte & Touche" names, the Deloitte logo, and certain product names mentioned in the Application are registered or unregistered trademarks of one or more entities of the Deloitte Network and these Terms of Use do not grant the User any right to use any such trademarks.

The Application (all its elements including the layout) is protected by intellectual property laws, in particular the law of 18 April 2001 on copyright, related rights and databases, as amended from time to time, as well as the Benelux convention on intellectual property. All rights of reproduction in whatever form and by whatever means, are reserved.

Termination

Each User may terminate its account upon notice to Deloitte Luxembourg at any time. However, without prejudice of the above provisions as well as the provisions of Luxembourg law, in the event of breach of these Terms of Use, Deloitte Luxembourg may terminate without notice the use of the Application by deactivating the Users' passwords and accounts without incurring any liability.

If the case of an event of "force majeure" which lasts for more than three months, Deloitte Luxembourg may terminate accounts or the use of the Application and any Documentation may be deleted.

General provisions

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms of Use shall continue in full effect.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

Certain links on the Application lead to resources maintained by third parties over whom Deloitte Luxembourg has no control, including, without limitation, website or hosting services maintained by other entities within the Deloitte Network. We strongly recommend that the User should consult the terms of use of those resources when accessing them, as they may substantially differ from the present Terms of Use. Without limiting any of the foregoing, Deloitte Luxembourg makes no express or implied representations or warranties whatsoever regarding such resources, websites and hosting services.

The failure of Deloitte Luxembourg to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

Governing Law and Submission to Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of Grand Duchy of Luxembourg and shall be subject to the exclusive jurisdiction of the Courts of Luxembourg-City. Any claim related to the Application must be brought within one year after the cause of action has accrued under applicable law.

Contacts

If you have any questions regarding these Terms of Use or do not feel that your concerns have been addressed, please direct your questions to webmaster services using luanywealth@deloitte.lu.