

BCP CLIENT SYSTEM

TERMS AND CONDITIONS OF USE - SEPTEMBER 2018



1.0 INTRODUCTION

- 1.1 These terms and conditions govern your use of the Website and the licence provided at paragraph 4 below.
- 1.2 Access to the Website and the use of the information on it is subject to these terms and conditions of use. You should carefully read these terms and conditions of use.

2.0 DEFINITIONS OF TERMS USED IN THIS DOCUMENT

- 2.1 "BCP" means BCP Asset Management DAC, trading as BCP, located at 71 Upper Leeson Street, Dublin 4.
- 2.2 "Personal Data" means information regarding your account(s) with BCP available on the Website.
- 2.3 "GDPR" means the EU General Data Protection Regulation (Regulation 2016/679) (GDPR).
- 2.4 "You/Your" means any and all persons accessing or using the Website and / or availing of any information and / or services available on or via the Website.
- 2.5 "Website" means the website under the domain name vespro.bcp.ie subject to these terms and conditions.
- 2.6 "Username" means your username provided by BCP.
- 2.7 "Password" means the password selected by you which is required by you to log into the Website.

3.0 INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property rights ("IPRs") in any materials designed, prepared, distributed or supplied for the purpose of performing this agreement are the property of BCP.

4.0 LICENCE FOR WEBSITE

- 4.1 You are granted a licence to view, download and print content of the Website for so long as this licence is not terminated in accordance with provision 9.
- 4.2 You consent to the receipt of documentation from BCP in electronic format via vespro.bcp.ie. You authorise your advisor to view details of Your account online via vespro.bcp.ie.
- 4.3 You may apply to invest in certain BCP products via vespro.bcp.ie. BCP may accept applications from You subject to BCP being satisfied that the application is in line with regulatory requirements including (but not limited to) Anti-Money Laundering requirements, Markets in Financial Instruments Directive II ('MiFID II') suitability and/or appropriateness requirements and Consumer Protection Code ('CPC') requirements.

5.0 LIMITATION OF LIABILITY

- 5.1 Whilst BCP make every reasonable effort to ensure that the information provided about client accounts is accurate and complete, the information is not conclusive evidence of the state of your account(s). You undertake to report any errors or omissions to BCP in writing or by email without undue delay.
- 5.2 Any content viewed, downloaded or printed from the Website is obtained at Your sole discretion and risk. BCP shall have no responsibility for any damage to Your computer system or for any loss of data that results from the using, viewing, downloading or printing of any content, materials or information from the Website.

6.0 INDEMNITY

- 6.1 You undertake to indemnify, defend and hold harmless BCP and any of its employees, officers, contractors, agents, representatives, its successors from and against any and all losses, claims, damages, liabilities, costs (including all legal fees) and expenses that BCP may incur arising out of Your breach of these terms and conditions.

7.0 SECURITY & AUTHENTICATION

- 7.1 BCP will provide You with a username to enable You to complete the online registration process at which point You will create a password. You will need the username, password and your nominated mobile phone whenever You use the Website. You must keep Your username and password secure. You accept responsibility for all activity on the Website attributable to Your username.



TERMS AND CONDITIONS OF USE - CONTINUED

8.0 DATA PROTECTION

- 8.1 BCP will act as a data controller (and in certain circumstances data processor) and will comply with the provisions of the EU General Data Protection Regulation (Regulation 2016/679) (GDPR) and subsequent legislation.
- 8.2 You shall notify BCP immediately of any accidental, unauthorised, or unlawful destruction, loss, alteration, or disclosure of, or access to, your Personal Data ("**Security Breach**") arising out of Your use of the Website. You shall also provide BCP with a detailed description of the Security Breach, the type of Personal Data that was the subject of the Security Breach as soon as such information can be collected or otherwise becomes available, as well as any other information BCP may request relating to the Security Breach.
- You may not release or publish any filing, communication, notice, press release, or report concerning any Security Breach ("Notices") without BCP's prior approval. Without prejudice to BCP's other rights and remedies, You shall pay for or reimburse BCP for all costs, losses and expenses relating to any Security Breach, including without limitation, the cost of preparing and publishing Notices.
- 8.3 Except as expressly permitted by this agreement or a licence granted pursuant to term and condition 4.0 You undertake not to attempt to obtain access to or interfere with any programs or data of BCP, including (but not limited to) the BCP System, or of any client of BCP and You shall indemnify BCP against any loss, damage or liability which BCP may sustain or incur as a consequence of Your failing to comply with this undertaking.

9.0 TERMINATION

- 9.1 You may terminate Your use of the Website at any stage by written notice to BCP, including email notification.
- 9.2 In the event of any breach of any of these terms and conditions in the opinion of BCP, BCP will terminate Your licence, by withdrawing your username and password.

10.0 ENTIRE AGREEMENT

- 10.1 The failure by BCP to enforce, at any time or for any period of time, any provision of these terms and conditions shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision contained herein.
- 10.2 These terms and conditions constitute the entire agreement between You and BCP in relation to Your use of the Website.

11.0 AMENDMENTS

- 11.1 BCP may amend these terms and conditions by publishing revised terms and conditions on the Website. Any amended terms and conditions shall automatically apply to You from Your next login to the Website.

12.0 GOVERNING LAW

- 12.1 These terms and conditions are governed by and interpreted in accordance with Irish law and each of the parties hereby submits to the exclusive jurisdiction of the Irish courts.

BCP Asset Management DAC

71 Upper Leeson Street, Dublin 4, Ireland | T: (01) 668 4688 | F: (01) 668 4246 | E: invest@bcp.ie | W: www.bcp.ie

BCP Asset Management DAC, trading as BCP, is regulated by the Central Bank of Ireland. Registered in Ireland number 92930. Registered office 71 Upper Leeson Street, Dublin 4, Ireland. VAT number IE4693404F.

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