

Terms and conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY ACCESSING, VISITING OR USING THIS WEBSITE, YOU, PERSONALLY AND ON BEHALF OF THE LEGAL ENTITY OF WHICH YOU ARE A REPRESENTATIVE, AN AGENT OR AN EMPLOYEE WHEN ACTING IN SUCH CAPACITY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT ACCESS, VISIT NOR MAKE ANY USE OF THIS WEBSITE OR OF THE INFORMATION INCLUDED THEREIN.

## **1. Definition and general access rules**

The "Website" means this website as published by Fortis Clearing Americas LLC and/or Fortis Clearing Americas LLC 's affiliated entities, i.e. entities controlled, directly or indirectly, by Fortis Clearing Americas LLC and all information and materials contained on the Website.

Certain sections or pages of the Website contain separate and/or additional terms and conditions, which are in addition to the present Terms and Conditions. In the event of a conflict, separate and / or additional terms and conditions will prevail over the present Terms and Conditions for those sections or pages.

This Website also contains links to websites published by third parties. Links to this Website may also be included on third-party websites. Fortis Clearing Americas LLC has not reviewed these and declines any liability for any information or materials posted on any of the sites linked to this Website. By creating a link to a third-party website or by tolerating that a third-party website includes a link to this Website, Fortis Clearing Americas LLC does not endorse or recommend any products or services offered on that third-party website. Neither does Fortis Clearing Americas LLC express any implied or explicit appreciation as to the accuracy and / or reliability of the information to be found, directly or indirectly, on any third-party websites or as to the reliability and/or honorableness of any third parties.

The contents of the Website are subject to change. Not all products and services are available in all geographic areas. Your eligibility to receive any product or service may be subject to approval by Fortis Clearing Americas LLC or its relevant subsidiary or affiliate.

Unless otherwise expressly provided, information on this Website does not constitute an offer or solicitation to conduct investment business in any jurisdiction. Persons accessing, visiting or using this Website must satisfy themselves that the laws of their own country allow them to access the information or must refrain from accessing, visiting and/or using the Website accordingly.

## **2. Publisher**

The Publisher of the Website is:

Fortis Clearing Americas LLC  
175 w Jackson blvd, suite 400  
Chicago, IL, 60604  
USA

## **3. Website Content and Materials**

The information and materials contained in this Website are for informational purposes only and do not constitute an offer regarding any financial, banking, insurance or other product or service. An exception is made for the offer to sell or the solicitation of an offer to buy any financial instrument or security where an offer is explicitly made through the availability of a prospectus on this Website. Offers can only be made and taken into consideration where lawful and allowed under applicable law. Offers are limited to the countries or jurisdiction expressly mentioned therein and cannot be taken into consideration by persons visiting, accessing or using the Website from any other country or jurisdiction.

The information and materials contained in this Website is not intended to provide any advice including but without limitation financial, tax, accounting or legal advice.

Fortis Clearing Americas LLC will make reasonable endeavors to check and update the information and materials contained in this Website and to assess the reliability and honorableness of their sources. Consequently this information and materials posted on the Website are subject to change. Nevertheless, Fortis Clearing Americas LLC does not guarantee the accuracy, adequacy, completeness, timeliness or fitness for any specific purpose of the information and materials included or referred to in this Website or the reliability and honorableness of their sources. Fortis Clearing Americas LLC, its parent companies, subsidiaries, affiliated entities, directors, employees and agents shall not have any liability, on whatever basis, contractual or not, for any direct or indirect damages you may incur arising from the access to, visit or use of the Website, except in case of willful misconduct or gross negligence on their part.

#### **4. Intellectual Property Rights**

The information and materials contained in this Website are protected by intellectual property rights, which are owned or claimed by Fortis Clearing Americas LLC, its affiliated entities or third parties. This information and materials may be displayed and printed exclusively for your personal, non-commercial use provided that you do not to remove any intellectual property right or other notices therein. You agree not to transmit, reproduce or sell this information and materials in whatever form and by whatever means without the express prior written consent of Fortis Clearing Americas LLC. See also paragraph 7 (Governing Law and Jurisdiction) of the present Terms and Conditions.

#### **5. Privacy**

Please note that Fortis Clearing Americas LLC is the controller of personal data collected through this Website.

As visitor or user of this Website, you agree with the registration and processing by Fortis Clearing Americas LLC and its affiliated entities of personal data relating to you for the following purposes: management of Fortis Clearing Americas LLC's clientele, including prospective clients, administration of contractual relationship, prevention of irregularities, establishment of statistics and tests, commercial prospection, direct marketing of financial, banking and/or insurance products and services as well as other products or services which are promoted by Fortis Clearing Americas LLC or its affiliated entities.

You agree that these data may be communicated to any of Fortis Clearing Americas LLC's affiliated entities for the same purposes or to other persons for compliance with any legal obligation or in case of any legal interest. You also agree to such communications when the recipient party is located outside the European Union, whether or not an adequate level of protection is ensured for personal data in the country of reception. Within Fortis Clearing

Americas LLC and its affiliated entities, access to your personal data collected through this Website is restricted to persons who need the data in pursuance of their duties.

You are entitled to require, in writing or via the Website and free of charge, that Fortis Clearing Americas LLC and its Affiliated Entities stop using your personal data collected through this Website for direct marketing purposes.

You have the right to have access to your personal data and to ask for their rectification if they are neither accurate nor relevant. To exercise these rights, you have to send a written, dated and signed request to Fortis Clearing Americas LLC on the address mentioned above.

See also paragraph 7 (Governing Law and Jurisdiction) of the present Terms and Conditions.

## **6. Confidentiality**

Any information or material sent to Fortis Clearing Americas LLC through this Website will be handled in a manner consistent with legal and regulatory requirements.

## **7. Governing Law and Jurisdiction**

Your access to, visit of and use of the Website, and the present Terms and Conditions are governed by and shall be construed in accordance with Belgian law. The Courts of Brussels shall have exclusive jurisdiction over any dispute relating thereto, without prejudice to Fortis Clearing Americas LLC making choice of any other court having jurisdiction on such a dispute under any applicable law.

## **8. Severability and Changes**

In the event any of the terms or provisions of these Terms and Conditions would be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. This Agreement shall be subject to any other agreements you have entered or may enter into with Fortis Clearing Americas LLC or any of its affiliated entities.

Fortis Clearing Americas LLC may modify these Terms and Conditions at any time, with immediate effect and without prior notice.