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GENERAL CONDITIONS OF USE

PREAMBLE

The purpose of these general terms and conditions (T&Cs) is to define the access and utilisation of the Site including any component of the site ('Content of the Site') by the Users defined below.

Any User browsing the Site will be deemed to have read and accepted these T&Cs in their entirety and without reservation. In the event of any disagreement with the terms hereof, the User will cease all use of the Site.

DEFINITIONS

- 'BNP Paribas' data'** means all information, personal data, archives, and documents, including all BNP Paribas' Confidential Information, notably concerning the activities of BNP Paribas and other Beneficiaries, their staff and clients.
- 'EEA'** means the European Economic Area, which is composed of member States of the European Union as well as Iceland, Lichtenstein and Norway.
- 'BNP Paribas Group'** means BNP Paribas S.A., any company controlling BNP Paribas or with which BNP Paribas is jointly controlled, within the meaning of article L.233-3 of the Commercial Code and the Affiliate Companies of BNP Paribas.
- 'Confidential Information'** means BNP Paribas' Data,, information relating to clients, prospective clients and business relationships, whether companies or private individuals at BNP Paribas, as well as BNP Paribas accounts, products, files and internal documents, BNP Paribas information on its trades, projects in the functional and technical fields, management information, commercial operations and the administrative, financial and marketing activities of BNP Paribas.

‘European Legislation for the Protection of Personal Data’ means GDPR as well as any associated law or regulation of the State-members of the EEA.

‘GDPR’ means the Regulation (EU) 2016/679 of the 27 April 2016 relating to the protection of natural persons with regards to the processing of personal data and the free movement of this data, and repealing directive 95/46/EC (General Regulations on Data Protection).

‘Internal User(s)’ means any employee of the BNP Paribas Group (permanent employee contract, temporary employment contract, temporary staff, external assistant, those on an International Volunteer programme, young people on work and vocational study schemes, work experience students) - on a worldwide scope, understood as BNP Paribas S.A. and all of its subsidiaries, within the meaning of Article L.233-1 of the French Commercial Code, held directly or indirectly.

‘External User(s)’ means any communication agency participating in a contractual relationship with BNP Paribas S.A. or one of its subsidiaries.

PRINCIPLES

1. USE OF THE SITE

1.1. SUBJECT

1.1.1 The aim of the URL Shortener Site (hereinafter the **‘Platform’** or **‘Site’**) is to allow the creation of shortened BNP Paribas ‘branded’ URLs, particularly to ease the sharing of these links in BNP Paribas’ communication ecosystem (BNP Paribas social media accounts, internet and intranet sites, newsletters, press releases, etc.).

The shortened URLs created via the Platform are the following: bnpp.lk.

1.1.2 The shortened links created by each Internal User are used in the context of communication campaigns (hereinafter ‘Campaign(s)’. It is specified that only one Internal User may create a Campaign. The External User only has access to Campaigns which have been opened/authorised to them by the Internal User. The links created in these Campaigns are never deleted, but may be archived or redirected towards different content, as the Internal User or External User may have created a shortened link enabling the change in redirection.

1.1.3 By creating shortened URLs, every User will be able to access the available reporting information on the Site in order to follow the statistics of each link, or more broadly, of each Campaign. For example, every User will have the capacity to measure the click rate in order to find out the success rate of the Campaign and the strength of the message, the sources of the traffic to define the media preferred by the target, and even to find out the geographical origin of the clicks and therefore the people reached by Campaign.

1.2. ACCESS TO THE SITE

1.2.1. Any User may access the Site. The Site is accessible via the Internet network at this address URL <https://urlshortener.bnpparibas/>. It is expressly reiterated that the Internet is not a secure network.

1.2.2. The Site User acknowledges that they have the skills and the necessary means to access and use the Site.

1.2.3. Consequently, BNP Paribas cannot be held liable for any damages that may potentially be suffered by the User resulting directly or indirectly from the impossibility or difficulties encountered by the User in accessing or using the Site.

- 1.2.4. Access to the Site is free. Connection costs (access to and use of the telecommunication network) are the sole responsibility of the User, in accordance with the terms set by its access providers and telecommunication operators.
- 1.2.5. It is reiterated that the secrecy of correspondences is not guaranteed on the network, and that it is the responsibility of each user to take all appropriate measures to protect their own data and/or software from potential contamination by viruses circulating on the Internet.
- 1.2.6. More generally, BNP Paribas cannot be held liable for elements beyond its control or for damage which may be caused to the technical environment of the User and particularly their computers, software, network equipment or any other material used to access or use the Site.
- 1.2.7. Certain legislations may prohibit broadcast of or access to this Site or the use of data collection methods. It is the responsibility of the User to ensure that they are legally authorised to connect to this Site in the country (State) in which the connection is established.

1.3. DESCRIPTION

- 1.3.1. URL Shortener is accessible 24 hours a day, 7 days a week.
- 1.3.2. The use of URL Shortener is optimised for display on IE, Firefox or Chrome.
- 1.3.3. In case of difficulties, contact: 'Group Communication – User Experience, Web & Mobile Solutions' (global_com_gpe_domain_names@bnpparibas.com).
- 1.3.4. According to need, updates can lead to temporary unavailability of the Platform. The links, however, will remain accessible.

1.4. CREATION OF ACCOUNT

- 1.4.1. Any User may freely create an account. To do this, the User should go to the Site and provide the following information: surname, forename, email for Internal Users and company name and email of the BNP Paribas contact for External Users before accepting the various provisions inherent in the access, operation and use of the services offered by the Site.
- 1.4.2. Creation of an account implies knowledge and acceptance of the features and the limitations of the Internet, the lack of protection for certain data against potential leakage or hacking and risk of contamination by possible viruses circulating on the network.
- 1.4.3. User accounts are strictly personal and confidential. The User is solely responsible for their utilisation of their credentials and undertakes to keep them secret and not to divulge them to any person, under any form or for any reason whatsoever. Any use of credentials will therefore be reputed by the User concerned, even if their credentials are used by third parties, whether fraudulent or not, and guarantee BNP Paribas against any request in this respect. In the case of voluntary divulgence or usurpation of one of the credentials relating to them, the User must, as soon as possible, change them via their account and remains responsible in any event. The User must at the same time immediately inform BNP Paribas as soon as they have reason to believe that a person is fraudulently using their credentials and/or fraudulently accessing their account.
- 1.4.4. Once the account is created, every User will have to proceed to authentication (enter email as well as a strictly personalised password). As for External Users, their access will be subject to validation by the Platform administrator.
- 1.4.5. Platform administration is controlled by Group Communication – User Experience, Web & Mobile Solutions (hereinafter the 'Administrator'). The Administrator notably conducts a quarterly review of Internal User accounts and deletes inactive accounts.



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1.4.6. It is reiterated that an External User's access to one or several Campaigns is authorised by an Internal User. As such, the said Internal User is the only person who can request the deletion by the Administrator of External User Accounts which have become inactive.

1.5. BEHAVIOUR OF USERS

1.5.1. Every User must respect these T&Cs of the Site. As such, the User is particularly committed to:

- respecting the Terms & Conditions of the Site;
- not downloading, sending, or making content available in violation of the intellectual property rights of BNP Paribas or any other, including the protection of trademarks, patents, copyrights;
- respecting the confidentiality of other Users' personal data which is accessible via the Site.

1.5.2. Without prejudice to court action taken by third parties, BNP Paribas has the right to privately exercise any legal action that aims to repair the damages that it would have personally suffered as a result of the aforementioned breaches of these T&C.

2. LIABILITY OF BNP PARIBAS

2.1. BNP Paribas accepts no liability in the case of non-functioning, inability to access or poor conditions of use of the Site that are attributable to unsuitable equipment, internal malfunctions of the User's the access provider or in the case of misuse of the Site by the User.

2.2. The Organising Company disclaims all liability in case of malfunction of the Internet, telephone lines, receiving equipment or any problem or technical fault related to network congestion thus rendering access to the Site impossible. Nevertheless, it is specified that BNP Paribas will act to the best of its ability to make Site access possible at all times, without however having any obligation to do so.

2.3. Furthermore, under no circumstances can BNP Paribas be held liable in the case of problems with the delivery or loss of postal or electronic mail.

2.4. BNP Paribas is not liable for any damage, direct or indirect, which may result, in whatever manner whatsoever, from the use of the Site by any User, or from any failure of the lines or systems necessary for its use. BNP Paribas particularly declines all liability arising from the transmission of confidential information on the Internet network.

2.5. BNP Paribas cannot be held liable for any decision taken on the basis of information contained within the Site, nor for any use of it that may be made by third parties.

2.6. The User recognises that the features and constraints of the Internet do not allow any guarantee of security, availability or integrity of data transmission during their circulation on the Internet. The User thus communicates at their own risk. BNP Paribas cannot be held liable for any incidents which may arise from this transmission.

2.7. BNP Paribas reserves the capacity to make any change to these T&C, at any time, without warning or obligation to provide reason for their decision, and without being liable, particularly for the purpose of taking into account any change of the legal or administrative provisions, judicial decisions, recommendations issued by the bodies in charge of the Internet network administration and BNP Paribas' commercial policy. It is specified that should these T&C be updated, a 'pop-up' will be displayed on the User's screen. The User will then have to take note of and accept the new version of these T&Cs in order to be able to connect to and access the Site.

3. GENERAL CONFIDENTIALITY OBLIGATION

3.1. CONFIDENTIALITY OF USER CONTENT



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- 3.1.1.** It is reiterated that Users will not share or use others Users' personal data which may be accessible on the Platform.
- 3.1.2.** Furthermore, Users undertake not to communicate false information about themselves, to impersonate another person or entity, to falsify or conceal their identity, to create any form of false identity or to violate the privacy of a third party.

3.2. CONFIDENTIALITY OF GENERAL CONTENT

- 3.2.1.** It is the responsibility of the Internal User who is inviting an External User to collaborate on a Campaign to ensure that the latter commits to using URL Shortener and the links generated only in the context of a service provided on behalf on BNP Paribas.
- 3.2.2.** All Users also agree not to generate and broadcast shortened links which redirect to BNP Paribas content and Data likely to affect the rights and reputation of the BNP Paribas Group and any natural or legal person; and in particular the law of intellectual property and the image.
- 3.2.3.** When an External User is invited to contribute to the Site by an Internal User, the External User agrees to scrupulously adhere to the context defined in these T&Cs and particularly the following points:
- Respect for the typology of the links created, as defined with its BNP Paribas interlocutors.
 - Respect for the channels to which the links are broadcast.

It is understood that in the case of non-compliance to these rules, The Internal User, having entrusted the creation and the management of the links to an External User, will have the right to change the links and delete access permission to the External User concerned.

- 3.2.4.** Any Internal User who invites an External User to contribute to the Site as part of a service provided on behalf of BNP Paribas or one of its subsidiaries, agrees to communicate all necessary information to comply with these T&Cs. The Internal User also undertakes to verify the content of the links created by the External User and to act in case of non-compliance of these T&Cs.

It is reiterated that the act of fraudulently accessing or remaining in all or part of an automated data processing system or hindering or perverting the functioning of such a system, or fraudulently adding to or modifying the data in an IT system constitutes offences punishable by criminal penalties.

In the case of a breach of these obligations, BNP Paribas reserves the right to take any appropriate measure to stop the practices concerned. The company will also be within its rights to suspend, delete and/or block a User's access to their account.

Without prejudice to court action taken by third parties, BNP Paribas has the right to privately exercise any legal action that aims to repair the damages that it would have personally suffered as a result of the aforementioned breaches of these Terms & Conditions.

INTELLECTUAL PROPERTY

1. SITE AND CONTENT OF SITE

- 1.1.** The Site is protected by copyright law, trademark law, and in a more general manner, by intellectual property law. BNP Paribas is the owner, or rights holder, of the contents composing the Site, which comprises any element, data, drawing, graphics, photos, and soundtracks.
- 1.2.** Any reproduction, representation, broadcast or re-broadcast, total or partial, of the Site or any content of the Site by any process without the express prior authorisation of BNP Paribas is prohibited in accordance with



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the provisions of article L.713-2 of the French Intellectual Property Code. In the same way, any use of the Site's content for illicit purposes may be subject to legal action.

- 1.3. By way of exception, some content (text, images) are the property of their respective authors and are their responsibility. BNP Paribas these contents with the authorisation of the rights holders. Any reproduction, representation, broadcast or re-broadcast, total or partial of these contents included in the Site is expressly prohibited.
- 1.4. The User undertakes to use the Site and the content of the Site in strict compliance with the intellectual property rights of BNP Paribas, its partners and licensors. The User is informed and aware that any infringement by the User of these intellectual property rights constitutes an act of forgery, reprehensible in terms of both criminal and civil liability.

2. BRANDS

- 2.1. The BNP Paribas brands, as well as the logos on the Site, are registered trademarks.
- 2.2. Any reproduction, total or partial, of these brands or logos, carried out by any means whatsoever without the express authorisation of BNP Paribas, its beneficial owner or of the rights holders concerned is therefore prohibited, within the meaning of article L 713-2 of the French Intellectual Property Law.

3. HYPERLINKS

- 3.1. Any creation of a hyperlink directed towards the Site is prohibited without prior express authorisation of BNP Paribas. More generally, any use of an element of the Site must be subject to the prior and express authorisation of BNP Paribas.
- 3.2. Notably, the Site may contain hyperlinks to third-party websites. These sites and their contents are not controlled by BNP Paribas. As such, BNP Paribas accepts no liability for the content and potential damage incurred during any visit to the sites to which the Site is directed through hyperlinks. The User visits other sites under their responsibility and at their own risk.
- 3.3. The User is invited to refer directly to the terms & conditions applicable to these third-party sites.

APPLICABLE LAW AND JURISDICTION

These Terms & Conditions of the Site are subject to the law applicable in France.
The French courts are appropriate for any dispute relating to these terms & conditions.

DATA PROTECTION NOTICE

PREAMBLE

The protection of your personal data is important to the BNP Paribas Group, which has adopted strong principles in that respect for the entire Group in its Personal Data Privacy Charter available at group.bnpparibas.

This Data Protection Notice provides you with detailed information relating to the protection of your personal data by Group Communications, one of the Group Functions of BNP Paribas SA (“we”).

We are responsible, as a controller through our various brands, notably e.g. BNP Paribas, Hello Bank, We Are Tennis, We Love Cinéma, Echonet, for collecting and processing your personal data in relation to our activities. The purpose of this Data Protection Notice is to let you know which personal data we collect about you, the reasons why we use and share such data, how long we keep it, what your rights are and how you can exercise them.

Further information may be provided where necessary when you apply for, subscribe or use a specific product or service.

1. WHICH PERSONAL DATA DO WE USE ABOUT YOU?

We collect and use your personal data to the extent necessary in the framework of our activities and to achieve a high standard of personalised products and services.

We may collect various types of personal data about you, including:

- **identification information** (e.g. name, ID card and passport numbers, nationality, place and date of birth, gender, photograph, IP address);
- **contact information** (e.g. postal address and e-mail address, phone number);
- **family situation** (e.g. marital status, number of children);
- **education and employment information** (e.g. level of education, employment, employer’s name);
- **banking, financial and transactional data** (e.g. bank account details, credit card number, money transfers);
- **client relationship**
- **information related to your digital activities (eg. IP address, browsing activity, geolocation etc.)**
- **data relating to your habits and preferences:**
 - data which relate to your use of our products and services in relation with banking, financial and transactional data;
 - data from your interactions with us: our branches (contact reports), our internet websites, our apps, our social media pages, meeting, call, chat, email, interview, phone conversation;
 - data concerning your hobbies and your interests

We never ask for personal data related to your racial or ethnic origins, political opinions, religious or philosophical beliefs, trade union membership, genetic data or data concerning your sex orientation, unless it is required through a legal obligation.

The data we use about you may either be directly provided by you or be obtained from the following sources in order to verify or enrich our databases:

- publications/databases made available by official authorities (e.g. the official journal);
- our corporate clients or service providers;
- websites/social media pages containing information made public by you (e.g. your own website or social media); and
- databases made publicly available by third parties.

2. SPECIFIC CASES OF PERSONAL DATA COLLECTION, INCLUDING INDIRECT COLLECTION

In certain circumstances, we may collect and use personal data of individuals with whom we have, could have, or



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used to have a direct relationship such as Prospects.

For some reasons, we may also collected information about you whereas you have not direct relationship with us. This may happen for instance when your employer provide us with information about you or your contact details are provided by one of our clients if you are for example:

- Family members;
- Legal representatives (power of attorney);
- Company shareholders;
- Representatives of a legal entity (which may be a client or a vendor);
- Staff of service providers and commercial partners
- Journalists
- Personal contacts

3. WHY AND ON WHICH BASIS DO WE USE YOUR PERSONAL DATA?

3.1. To comply with our legal and regulatory obligations

We use your personal data to comply with various legal and regulatory obligations, including:

- banking and financial regulations in compliance with which we:
 - set up security measures in order to prevent abuse and fraud;
 - detect transactions which deviate from the normal patterns; and
 - record, when necessary, phone calls, chats, email, etc
- prevention of money-laundering and financing of terrorism
- reply to an official request from a duly authorised public or judicial authority.

3.2. To perform a contract with you or to take steps at your request before entering into a contract

We use your personal data to enter into and perform our contracts, including to:

- provide you with information regarding our products and services;
- assist you and answer your requests;
- evaluate if we can offer you a product or service and under which conditions; and
- provide products or services to our corporate clients of whom you are an employee or a client (for instance: in the context of cash management).

3.3. To fulfil our legitimate interest

We use your personal data in order to deploy and develop our products or services, to improve our risk management and to defend our legal rights, including:

- proof of transactions;
- IT management, including infrastructure management (e.g. : shared platforms) & business continuity and IT security;
- establishing aggregated statistics, tests and models, for research and development, in order to improve the risk management of our group of companies or in order to improve existing products and services or create new ones;
- personalising our offering to you and that of other bnp paribas entities through:
 - improving the quality of our banking, financial or insurance products or services;
 - advertising products or services that match with your situation and profile which we achieve.

This can be achieved by:

- segmenting our prospects and clients;
- analysing your habits and preferences in the various channels (visits to our branches, emails or messages, visits to our website, etc.);
- sharing your data with another BNP Paribas entity, notably if you are – or are to become – a client of that other entity;
- matching the products or services that you already hold or use with other data we hold about you (e.g. we may identify that you have children but no family protection insurance yet); and
- administer a contest, sweepstakes, giveaway, competition, or other similar marketing campaign or offering promotional games and managing events
- communicating about our products, services, offers, news, and what we generally do at BNP Paribas or other brands managed by Group Communications



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- customer service, including responses to your inquiries;
- to improve and personalise your experience on our websites and applications;
- account maintenance including administering any consumer loyalty or rewards programs that are associated with your account;
- to process and ship prize won through your participation to our promotional games;

Your data may be aggregated into anonymized statistics that may be offered to professional clients to assist them in developing their business. In this case your personal data will never be disclosed and those receiving these anonymised statistics will be unable to ascertain your identity.

4. TO RESPECT YOUR CHOICE IF WE REQUESTED YOUR CONSENT FOR A SPECIFIC PROCESSING

In certain cases, we must require your consent to process your data, for example:

- where the above purposes lead to automated decision-making, which produces legal effects or which significantly affects you. At that point, we will inform you separately about the logic involved, as well as the significance and the envisaged consequences of such processing;
- if we need to carry out further processing for purposes other than those above in section 3, we will inform you and, where necessary, obtain your consent.
- for interaction on social networks for the purposes of running contests

5. WHO DO WE SHARE YOUR PERSONAL DATA WITH?

In order to fulfill the aforementioned purposes, we only disclose your personal data to:

- BNP Paribas Group entities (e.g. you can benefit from our full range of group products and services);
- Service providers which perform services on our behalf;
- Independent agents, intermediaries or brokers banking and commercial partners, with which we have regular relationship;
- Financial or judicial authorities, state agencies or public bodies, upon request and to the extent permitted by law;
- Certain regulated professionals such as lawyers, notaries or auditors.

6. TRANSFERS OF PERSONAL DATA OUTSIDE THE EEA

In case of international transfers originating from the European Economic Area (EEA), where the European Commission has recognised a non-EEA country as providing an adequate level of data protection, your personal data may be transferred on this basis.

For transfers to non-EEA countries whose level of protection has not been recognised by the European Commission, we will either rely on a derogation applicable to the specific situation (e.g. if the transfer is necessary to perform our contract with you such as when making an international payment) or implement one of the following safeguards to ensure the protection of your personal data:

- Standard contractual clauses approved by the European Commission;
- Binding corporate rules

To obtain a copy of these safeguards or details on where they are available, you can send a written request as set out in Section 9.

7. HOW LONG DO WE KEEP YOUR PERSONAL DATA FOR?

We will retain your personal data for the longer of the period required in order to comply with applicable laws and regulations or another period with regard to our operational requirements, such as proper account maintenance, facilitating client relationship management, and responding to legal claims or regulatory requests.

At Group Communications, your data will be kept for the duration of our relationship (for example, subscription to a newsletter) and kept for a maximum of 2 years after the end of this relationship. For prospects, information is kept for 2 years.

8. WHAT ARE YOUR RIGHTS AND HOW CAN YOU EXERCISE THEM?



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In accordance with applicable regulations, you have the following rights:

- To **access**: you can obtain information relating to the processing of your personal data, and a copy of such personal data.
- To **rectify**: where you consider that your personal data are inaccurate or incomplete, you can require that such personal data be modified accordingly.
- To **erase**: you can require the deletion of your personal data, to the extent permitted by law.
- To **restrict**: you can request the restriction of your processing of your personal data.
- To **object**: you can object to the processing of your personal data, on grounds relating to your particular situation. You have the absolute right to object to the processing of your personal data for direct marketing purposes, which includes profiling related to such direct marketing.
- To **withdraw your consent**: where you have given your consent for the processing of your personal data, you have the right to withdraw your consent at any time.
- To **data portability**: where legally applicable, you have the right to have the personal data you have provided to us be returned to you or, where technically feasible, transferred to a third party.

If you wish to exercise the rights listed above, please send a letter to the following address:

URL SHORTENER
Permanent Control – Right Management
Group Communications
Code ACI : CAT06A1
16 rue de Hanovre
75002 Paris
France

Please include a scan/copy of your identity card for identification purpose.

In accordance with applicable regulation, in addition to your rights above, you are also entitled to lodge a complaint with the competent supervisory authority.

9. HOW CAN YOU KEEP UP WITH CHANGES TO THIS DATA PROTECTION NOTICE?

In a world of constant technological changes, we may need to regularly update this Data Protection Notice.

We invite you to review the latest version of this notice online and we will inform you of any material changes through our website or through our other usual communication channels.

10. HOW TO CONTACT US?

If you have any questions relating to our use of your personal data under this Data Protection Notice, please contact our data protection officer correspondent:

Permanent Control – Data Protection Notice
Group Communications
Code ACI : CAT06A1
16 rue de Hanovre
75002 Paris
France

who will investigate your query.



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