GENERAL CONDITIONS OF USE OF THE SITE

This site is hosted by EXANE (6, rue Ménars – 75002 Paris).

GENERAL INTRODUCTION

Legal name: EXANE
A French société anonyme with a capital of: 30.691.800 euros
Registered office: 6, rue Ménars, 75002 Paris
Company and Trading Registry (RCS) no.: Paris 342 040 268
Intracommunity VAT no.: FR 11 342 040 268
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EXANE is authorized in France by the French Autorité de Contrôle Prudentiel et de Résolution (ACPR) as an investment firm and is supervised by the French Autorité des Marchés Financiers (AMF).

EXANE also provides certain investment services through its London, Geneva, Milan, Madrid, Stockholm and Frankfurt branches supervised by the Financial Conduct Authority¹, the Swiss Financial Market Supervisory Authority (FINMA), the Commissione Nazionale per le Società e la Borsa (CONSOB), the Comision Nacional des Mercado de Valores (CNMV) the Finansinspektionen (FSA) and the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) respectively.

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¹ Exane SA, London Branch is subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request.
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In order to best meet your needs, EXANE may collect personal data directly or indirectly nominative (IP address of your server, pages consulted, or downloaded documents) when this site is consulted, when applicable by means of forms. Access to, the consulting of, and/or the downloading of certain documents may be subject to conditions of which you will be informed by EXANE as the case may be.

The information that you enter will be recorded by EXANE, acting as data controller. It will be analyzed and sent to the different departments concerned for internal management purposes.

The mandatory or optional nature of the replies, as well as the consequences of failing to reply or providing false information, may be stated on the pages enabling you to communicate us personal data.

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EXANE may, as part of the business relationship and in strict compliance with the law, collect personal data (identity and other citizenship information, identity
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In order to ensure compliance with its legal obligations relating to anti-money-laundering measures and the funding of terrorism, EXANE may collect additional data relating to its customers, to the people associated with them, and to the beneficiaries and intermediaries of the transactions concerning them and the transactions associated with them.

This data is collected from the information directly provided by the customer at the time of onboarding, subscribing to and using products and services, entering into management mandates, and communicating orders and transactions or by third parties authorized to provide information (files of commercial information, and other public sources available to the banking and financial institutions).

The personal data collected in this way may only be processed for well-defined purposes, including the following:
- the management of accounts, products, services subscribed to under the conditions laid down in the contractual documentation, and the management of orders and transactions;
- the management of the business relationship and the conducting of promotional and sales campaigns, the proposing of new services, the conducting of market studies, and statistical analyses (including behavioral analyses);
- compliance with the regulatory obligations including controls, background and identity checks, checks regarding the regularity of transactions and the monitoring of risks, the prevention of conflicts of interests, the prevention of fraud and other harmful actions, and anti-money-laundering measures and the funding of terrorism.

As part of the provision of financial services, EXANE, in compliance with the applicable legal provisions, also records electronic communications (telephone calls, instant messages, e-mails, and other means of electronic communication) with its business relations in order to meet the ethical inspection requirements and ensure the checking and security of transactions as well as the quality of service.

Your replies to the questions you are asked when consulting the site are required if you want to have personalized services or change your access codes or publication subscriptions. If you do not reply, you will not be able to personalize your site access and use, and you will also be obliged to contact us in order to change any of your details.

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In addition, EXANE may entrust certain services performing operational functions to other Group entities or to third-party service providers chosen for their expertise and reliability in order to provide IT services or targeted, limited services. In all these cases, meticulous and appropriate physical, organizational, procedural, technical and personnel-related measures ensure the security and confidentiality of the personal data.
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Due notably to the international nature of the EXANE Group and in order to optimize the quality of service, the information listed above may involve transfers of personal data to countries that are not members of the European Economic Area (notably, the United States, Switzerland and Singapore) which do not have data protection laws as protective as those in European Economic Area or which are not subject to an adequacy decision. Such transfers shall be undertaken in accordance with article 49, 1 (b) of the General Data Protection Regulation (EU) 2016/679 or, as the case may be, under appropriate safeguards to protect the transferred personal data in accordance with General Data Protection Regulation (EU) 2016/679.

Lastly, EXANE may be obliged to provide official bodies and authorized administrative or legal authorities that may be located within or outside the European Economic Area with certain personal data when requested, notably as part of the fight against money laundering and the funding of terrorism.

Security of processing

EXANE takes the appropriate physical, technical, logical and organizational measures to ensure the security and confidentiality of the personal data, notably in order to protect it against loss, accidental destruction, alteration, and unauthorized access.

Right of access, rectification and opposition

The data subject is entitled to exercise his rights, including his right of access and rectification under article 15 and 16 of the General Data Protection Regulation (EU) 2016/679 and under French law n° 78-17 Informatique et libertés in writing to our Data privacy Officer: dpo-infos@exane.com.

The data subjects concerned may also oppose their data being used for marketing purposes or provided to third parties for those purposes, without having to justify their request.

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- gather information on how visitors use the website, in order to enable us to improve the usefulness and ergonomics of our site and obtain statistics and volumes regarding site visits and the use made of the various elements of our site;
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To make or change your choices, refer to your browser’s help menu or appropriate help topic. For example:

- ChromeTM: https://support.google.com/chrome/answer/95647?hl=en

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“Confidential Information” shall mean any ideas, concepts, processes, procedures, techniques, provisions or information that EXANE or its Affiliated Companies may communicate to the user.

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The user also undertakes to protect the Confidential Information against any disclosure or unauthorized use.

This confidentiality obligation shall be in force for the entire duration of the user’s access to the site and shall remain effective for as long as the Confidential Information does not come into the public domain.

It shall survive the cancellation of the service for any reason whatsoever.

**Prevalence clause**

This translation into English is provided for the convenience of English-speaking users. However, the French version of these conditions of use shall prevail in case of conflict.
PHOTO AND CREATION CREDITS

Site creation:  Hélène Ezvan / Chezmachine.com
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