

Baudouin Asset Manager Terms and Conditions

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2. Access to Baudouin Asset Manager

BAM is accessible through the internet via www.baudouinbam.com. The access is restricted **exclusively** to persons and entities accessing the BAM for the uses permitted according to Sec. 1 above. BAM access is granted by Baudouin and subject to prior registration by the user. Access is granted upon signature of these terms and conditions and the payment of a one-time license fee equal to 149 € (one hundred and forty-nine) excluding VAT.

Once access is granted, the user will be required to provide a professional email address to Baudouin. This email address will be used as single ID to access the asset manager. Only one Email Address ("ID") per distributor will be accepted; this ID may however be used by several employees from the same distributor or partner. Baudouin will not grant any rights of access to a personal email address and reserves the right to refuse access to the site at any time without notice due to improper use or if the partner agreement is discontinued. Each party is responsible for its own employees.

The user will receive an invitation to the website to the registered email address. The user will then need to setup an account using the registered email address and create a password of the user's choice. The use, change or recovery of the user's password will be the user's sole responsibility, and will have to be done through the system.

3. Use of the content

Any change to the Material, translation or other editing or processing may only be made with the prior written permission of Baudouin. Any copyright protected Material may only be used with appropriate copyright notice (e.g. © Baudouin). The Material must be presented in a way that is not detrimental to the Baudouin brand, that is in compliance to any privacy law and using the Baudouin brand guideline (accessible from the BAM).

4. Legal Consequences

Baudouin reserves the right to withdraw access to BAM at any time. In such event, the access to the BAM is no longer permitted and any unauthorized use might lead to legal consequences. Any unauthorized use, misuse or infringement of our rights, including personal rights, trademarks, logos, copyright or other intellectual property rights, will lead to civil law and/or criminal law consequences.

5. Disclaimer of liability

Use and downloading of the Material is at the users' own risk. Baudouin does not assume any liability for any damage to the user's data files, hardware or software arising from the use and downloading of the Material. Baudouin does not assume any liability regarding potential damages to third parties that could arise by using the material.

6. Links and third-party software

Any links or access to third-party software available via Baudouin are provided "as is" and "as available" without warranty of any kind, either expressed or implied, including but not limited to, the warranties of title, merchantability, fitness for a particular purpose or non-infringement of proprietary or third party rights, as such exclusions of warranties shall apply pursuant to applicable laws and regulations and such software is to be used at your own risk.

The use of the third-party software via Baudouin is done at your own discretion and risk and with agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities. You are solely responsible for adequate protection and backup of the data and equipment used in order to access the software linked to this website, and Baudouin will not be liable for any damages that you may suffer in connection with downloading, installing, using, modifying or distributing such software. No advice or information, whether verbal or written, obtained by you from Baudouin or from this website shall create any warranty for the software.

Additionally, Baudouin makes no warranty that:

- The third-party software will meet your requirements.
- The third-party software will be uninterrupted, timely, secure or error-free.
- The results from the use of the third-party software will be effective, accurate or reliable.
- The quality of the third-party software will meet your expectations.
- If errors or problems occur in connection with a download of the third-party software obtained from the links on this website, they will be corrected.

The links to third-party software and the related documentation made available on this website are subject to the following conditions:

- The software could include technical or other mistakes, inaccuracies or typographical errors.
- At any time without prior notice, we may make changes to the links pointing to the third-party software or documentation made available on the website.
- In no event shall we be liable to you or any third parties for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, lost data or profits, or any liability, arising out of or in connection with the use of this third-party software.

All third-party software is subject to copyright law. Any illegal and misuse of the software is strictly forbidden and subject to penalty and prosecution.

Baudouin shall not be liable for any loss of profits or contracts or any direct, indirect or consequential loss, business interruption or loss of data or programs arising out of or in connection with the use of the information either contained within this site or from any of its hyperlink connections.

7. Maintenance & discontinuation of service

Services may be interrupted for a set period of time for maintenance and/or upgrade. While this may affect access or quality of services during this time, it will not incur any rights to reimbursement or compensation of fees. Similarly, no rights to compensation or reimbursement will derive, should Baudouin decides to discontinue or change the structure, content or ergonomics of the BAM. Baudouin will inform you one month prior to these changes.

8. Update and change

We may amend or update sections of the Terms and Conditions of Use. If we update the Terms and Conditions, we will notify all "BAM users".

Terms and Conditions of Use: last update June, 2019.

9. Personal Data

We use tools that **analyse** the behaviour of users on our website in order to optimise the functionality and content of our website. You can object to the use of this at any time by sending an email to marketing@baudouin.com.

10. Contact Details

If you have any questions related to these Terms and Conditions, please contact marketing@baudouin.com

I have read and understood the terms and conditions of use of Baudouin Asset Manager

Email address which will be used as Company ID to access the BAM	luis.mouro@hannaik.com
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Company	HNNKSOLUTIONS LDA
Signature	 <small>Luis Mouro (Apr 28, 2021 11:54 GMT+1)</small>