

## GENERAL CONDITIONS OF USE

You have just connected to the social game « Indata Jones » (henceforth the « Game »).

The Game is published by BNP PARIBAS ASSET MANAGEMENT France and hosted by BNP PARIBAS ASSET MANAGEMENT France.

The purpose of the game is to raise awareness and train collaborators on data linked issues (quality, governance, protection and exploitation of data).

The Game offers each user, providing they comply with these general conditions of use (henceforth the **“GCU”**), access to a range of online services.

The User (as defined below) undertakes, whenever they visit the Game, to comply with these GCU, which apply to the entire range of services available as part of the Game.

As a result, the User accepts, without reservations, these GCU in their entirety before any use of the Game. The simple use of the Game automatically entails the User's acceptance of these GCU.

BNP PARIBAS ASSET MANAGEMENT France reserves the right to modify these GCU at any time and without any advance notice. As a result, it is advisable that the User make regular reference to the latest version of the GCU available in the Game.

### Definitions:

**“Affiliates”**: companies controlled by BNP PARIBAS ASSET MANAGEMENT Holding, acting on the territories where these companies operate or have their head office. The minority interests held by BNP AM are included in this definition (Banco Estado, Fund Channel, FundQuest Advisors, HFT, Impax, BNP Paribas Mutual Fund India, Innocap, OBAM, Shinhan BNPP AM). The term controlled is understood to have the meaning provided by article L 233-3 of the Trade Code.

**“Content”** refers to the information that is included in the game's world, the questionnaires used to raise awareness and provide training opportunities, as well as the contributions in the form of texts or images provided by the users; the Content is developed by BNP PARIBAS ASSET MANAGEMENT France, its providers or sub-contractors.

**“User Content”** refers to all information that may be of use to produce regular and accurate information on demand, all information that may be of use to the investor in its relations with the management company, within the context of the client relationship (operating advice, situation statements, position certificates, transaction records...).

**“Personal data”** refers to any information relating to an identified or identifiable natural person that the user provides to BNP PARIBAS ASSET MANAGEMENT France when using the services.

**“Head of Publication”** refers to Christophe Bonnefoux, Chief Data Officer BNPPAM.

**“Services”**: refers to the following services: access to the Content and, if necessary, to information that may be made available within the game by the User and that are linked to the Content.

**“User”**: refers to all natural persons employed by BNP PARIBAS ASSET MANAGEMENT France or by any of its Affiliates as well as their service providers under contract that have access to the BNP PARIBAS ASSET MANAGEMENT France network or Affiliates and an email in the format @externe.bnparibas.com, with access to the Game, whatever their location and that has registered and connected to the Game.

## **1. PURPOSE OF THESE GCU**

The purpose of these GCU is to establish the procedures and conditions under which the Game and the Services may be used, as well as the User's rights and obligations.

## **2. GAME PRESENTATION AND ACCESS**

The Game allows access to content by users

The Game and its associated Services are offered to the User so that they may have personal access to the Content. This Content is updated on a regular basis.

The Game access is free of charge. The User states that they have the necessary competence and tools to access and use this Game.

It should be recalled that fraudulently accessing or remaining on the computer system, tampering with or undermining the operation of said system, introducing or fraudulently modifying any data in the computer system represent crimes that result in criminal sanctions being levied.

Certain legal systems forbid the distribution and access of the Game or the use of data collection procedures. The User is required to ensure that they are legally authorised to connect to this Game in the country (State) from which the connection is made.

The Game is accessible to Affiliate collaborators, who become Users by identifying themselves and provided the information required for registration. BNP PARIBAS ASSET MANAGEMENT France may resort to a service provider for the management of the Game that may also be an Affiliate.

The Game is accessed by web browsing. In order to use the Game, the User connects according to the *Single Sign-On* (SSO) procedure. An account is then immediately created at the time of first connection.

## **3. INTELLECTUAL PROPERTY RIGHTS**

The Game is protected by copyright, trademark law and, generally speaking, by all legislation related to the protection of intellectual property rights.

The complete or partial reproduction or representation of the pages, data, or of any of the elements that make up the Game, regardless of the support and whatever the means by which this is achieved is forbidden without prior express authorisation from BNP PARIBAS ASSET MANAGEMENT France.

The trademarks that belong to BNP PARIBAS SA on this game are trademarks that have been patented in France and on an international level for different uses by BNP PARIBAS SA.

All total or partial reproduction or representation of these trademarks created as part of the Game is forbidden without the prior express authorisation of BNP PARIBAS ASSET MANAGEMENT France, in compliance with the dispositions of article 2 of Law no. 713 of the Intellectual Property Code.

Similarly, all usage of the Game's content for illicit purposes may lead to legal proceedings.

BNP PARIBAS ASSET MANAGEMENT France uses this content with the authorisation of the owner of the rights of the works involved. All reproduction, representation, distribution or redistribution, whether total or partial, of this content obtained from the Game is expressly forbidden.

#### **4. USER OBLIGATIONS**

4.1 The User undertakes not to:

- (a) use the Game in an abusive or illicit fashion including, but not limited to: (i) by pirating the Game or introducing bad code, including viruses, or damaging data into the Game or all operating systems; (ii) by using a device or a programme (be it automated or otherwise) to extract game data or server information belonging to BNP PARIBAS ASSET MANAGEMENT France; (iii) by sending or storing documents containing viruses, works, Trojans or other codes, files, scripts, agents or computer programmes of a damaging nature; (iv) by interfering, or endangering the integrity or the performance of the Game and any of the data it contains; (v) by attempting to obtain unauthorised access to the Game; (vi) by attempting to access the accounts or personal information of other Users without appropriate authorisation;
- (b) post, send or hold on file within the Game any kind of illicit content, especially and not limited to, content that may endanger intellectual property rights or the privacy rights of third parties, obscene or racist content or content inciting hate or violence, slanderous content or any other content that may pose a threat to common decency or public order. BNP PARIBAS ASSET MANAGEMENT France reserves the right to delete all User Content at any time that is reported to be or is clearly illicit or contrary to the dictates of these GCU.
- (c) use the Game in conditions other than those foreseen by these GCU or in conditions that may endanger the intellectual property rights or the reputation of BNP PARIBAS ASSET MANAGEMENT France;
- (d) use the Game in a way that may endanger, deactivate, overload, disturb or compromise the Game's operation or security.

#### **5. USER RESPONSIBILITIES**

5.1 The User acknowledges that he or she is the only person responsible for the use he/she makes of the Game (including the Services and/or Content) and of the consequences of this use.

5.2 The User is the only person responsible for all activities undertaken using the Game via its User account and all Users of his/her/their equipment(s). The User also acknowledges that he/she is the only person responsible for the User Content posted on the Game via his/her account (including, by way of non-limiting example, its accuracy, quality, lawfulness and its reliability, and also of the consequences linked to its online distribution, transmission, publication or any other form of dissemination of this User Content. In this regard, the User must ensure that his/her password must remain confidential in order to avoid the Game being used by unauthorised third parties. The User is the only person entirely responsible for all fraudulent use of the game by unauthorised third parties via the User's account. It is up to the User to ensure that he/she has all the licenses and authorisations required whenever he/she posts content (images, photos, texts, etc.) on the Game. The User undertakes, when using the Game, to only provide information and data, specifically electronic data that:

- is not wrong or incorrect;
- does not encourage the purchase of goods the sale of which is forbidden or restricted;

- does not use photographs (i) for which they do not own the intellectual property rights (generally speaking, these are photos found on internet), or (ii) that contain links to other internet sites;
- does not involve photographs (i) belonging to other people in which they are visible, unless these people have granted their approval to the publication of these photographs; or (ii) that are or could be considered as erotic or pornographic photographs that are contrary to common decency or public order;
- does not violate property rights, or the personal or asset rights of third parties (including intellectual property rights);
- does not infringe any applicable regulations;

is not contrary to public order or common decency; does not contain viruses, programmes or files that may (i) disrupt the normal operation of the Site and/or the Services, (ii) is on the User's computers and may as a result lead to damage for the Users or its property and hinder the User from using the Site, the Services and the User's computer.

5.3 The User indemnifies BNP PARIBAS ASSET MANAGEMENT France against all actions or claims brought against him by third parties as a result or linked to (i) his/her use of the site via his/her computer (ii) User Content posted on the site or (iii) any other violations of its guarantees and obligations included herein and relative to all and any jurisdiction or authority, in France or abroad. The User shall be charged with all fees, damages and interest incurred by BNP PARIBAS ASSET MANAGEMENT France as a result of said claims or actions brought against him/her (including any defence lawyer fees), without prejudice to all indemnities that BNP PARIBAS ASSET MANAGEMENT France may subsequently claim. The User is forbidden from attempting or offering to settle a claim or action concerning the Site without the prior authorisation in writing from BNP PARIBAS ASSET MANAGEMENT France.

## **6. RESPONSIBILITY OF BNP PARIBAS ASSET MANAGEMENT France**

BNP PARIBAS ASSET MANAGEMENT France shall endeavour to ensure the accuracy and thoroughness of the information provided regarding this Game and reserves the right to modify the Game contents or presentation at any time without advance notice.

Certain information may be provided « as is », without any guarantee regarding its thoroughness, accuracy, reliability, timeliness or suitability for any specific use.

By the same token BNP PARIBAS ASSET MANAGEMENT France does not guarantee the Game's uninterrupted operation nor that it will be free of bugs or viruses. The User states of its own accord that he/she accepts the characteristics and limits of internet and in particular acknowledges that: (i) his/her use of the Game is done at their own risk and peril; the Game is accessible to him/her “as is” and when available and (ii) the protection of the User's content is up to the User and it is his/her responsibility to take all appropriate measures in order to ensure protection against any viruses.

BNP PARIBAS ASSET MANAGEMENT France, its Affiliates, or representatives, may not be held responsible by the users for any failure in the network or the systems required for its use and operation. BNP PARIBAS ASSET MANAGEMENT France specifically denies all responsibility that may result due to the transmission of confidential information over the internet network.

Furthermore, BNP PARIBAS ASSET MANAGEMENT France, its Affiliates or representatives, shall not be held responsible towards the users for direct or indirect damage that may result from the use or access to the Game regardless of whether the user is aware of not of the possibility of this damage occurring. Notably, BNP PARIBAS ASSET MANAGEMENT France may not be held responsible for any

decisions reached based on the information contained in the Game nor of the use to which said information may be put by third parties.

These GCU state all the obligations and responsibilities shouldered by BNP PARIBAS ASSET MANAGEMENT France. BNP PARIBAS ASSET MANAGEMENT France is not tied to any other express guarantee, neither implicit or of a legal nature, with regard to the user.

## **7. HYPERTEXT LINKS**

The creation of hypertext links towards the site [www.indatajones.com](http://www.indatajones.com) is subject to the advance agreement of the Director of Publishing.

BNP PARIBAS ASSET MANAGEMENT France may not be held responsible for any of the hypertext links included in the Game that create connections with other sites.

By activating the links towards other sites found in the Game, the Game user leaves this Game. BNP PARIBAS ASSET MANAGEMENT France declines all responsibility for the content and any damages incurred when visiting sites reached by means of hypertext links found in this Game. BNP PARIBAS ASSET MANAGEMENT France has no control over the content of these sites.

The Game user visits the other sites under its own responsibility and at its own risk. It is up to the user to be aware of the legal notices and the conditions of use that pertain to these third party sites.

## **8. AVAILABILITY - MAINTENANCE**

BNP PARIBAS ASSET MANAGEMENT France shall do all in its power to ensure a reasonable level of operation and availability of the Game. BNP PARIBAS ASSET MANAGEMENT France reserves the right, without notice, to limit access to the Game and its use by Users in order to carry out maintenance operations or introduce changes. BNP PARIBAS ASSET MANAGEMENT France may not be held responsible for any interruption of access due to these maintenance or updating operations.

## **9. PERSONAL DATA**

### **9.1 Personal data protection**

As data controller of the Game, BNP PARIBAS ASSET MANAGEMENT France shall comply with current regulations on the protection of personal data, by which we here refer to EU Regulation 2016/679 of the European Parliament and Council regarding the protection of natural persons relative to the processing of data of a personal nature and the free circulation of data (or « **GDPR** »).

### **9.2 Data collected**

The personal data collected as a result of connection with the Game is the following: surname, name, professional e-mail address (via SSO). During Game use, the following information is also collected: the type of game character chosen by the User, the profile photograph, the content generated by the user (texts, images), as well as all scores and answers, which may also contain personal data in the sense of GDPR.

### **9.33 Purpose of the processing and its legal basis**

The Users' Personal Data collected following their registration and when browsing within the Game are processed by BNP PARIBAS ASSET MANAGEMENT France, the data controller, on the following lawful basis and for the following purposes:

- As a result of the execution of the contract to which the User is a party:
  - The personal data is processed in order to allow the User access to the Content for training and information purposes

- In order to satisfy BNP PARIBAS ASSET MANAGEMENT France's legitimate interests:
  - In order to provide the User with a social Game experience and enhance interaction with the other Users
  - In order to analyse the Game results to evaluate the data based skills within the organisation and to identify future training needs
  - Offer training and awareness content to the Users, and a social dimension to the Game in order to improve collaboration and stimulate participation, and analyse the results in order to evaluate the skills and training within the company.

#### 9.4 Third party personal data

The Use of the Game by the Users allows Content provided by the Users to be uploaded to the game, such as texts or images. If a User makes third party personal data available within the Game, it is the same User's responsibility to inform the person concerned of the processing of his/her data by BNP PARIBAS ASSET MANAGEMENT France, and to redirect said third party to these GCU.

#### 9.5 Duration of data storage

The User's data is stored for the entire time that the Game is hosted to ensure its proper operation, and for one additional year in order to allow the analysis of the results.

#### 9.6 Data recipients

The Personal Data may be transmitted or made available to:

- service providers and sub-contractors engaged in certain technical or material tasks on BNP PARIBAS ASSET MANAGEMENT France's behalf that are essential in order to undertake the processing described in these GCU (hosting, project team in charge of Game creation).

The Personal Data thus transmitted may, depending on the various operations to be performed, be transferred towards a country within the European Union or outside the European Union. Within the context of a transfer towards a country outside the European Union, for which the European Commission has not issued an adequacy decision as described in GDPR, 'Standard Contractual Clauses' devised by the European Commission, will be signed by BNP PARIBAS ASSET MANAGEMENT France and its sub-contractors.

#### 9.7 User rights

The Users may exercise their right of access modify, rectify, oppose, delete and limit the use of their Personal Data, by sending their request to the address [am.dataprotection@bnpparibas.com](mailto:am.dataprotection@bnpparibas.com). The Users may refer to these GCU at any time from the Game's side menu. The Users may equally assert their right regarding the portability of their data in the same manner. The Users also have the right to file a complaint with the Supervising Authority (in France, the CNIL). If the User requests the modification, rectification or the limitation of their account, or also, if they exercise their right to portability, their request will be processed within one month at most.

In order to allow the User to use the Game correctly, the data communicated by the User must be up to date; the User must inform BNP PARIBAS ASSET MANAGEMENT France of any changes with the least delay possible.

The Users may close their User account at any time by sending a simple written request to [am.dataprotection@bnpparibas.com](mailto:am.dataprotection@bnpparibas.com). If the User cancels his/her account, their profile, as well as all connected information (registration information, account information), will be withdrawn from the Game and deleted forever from the BNP PARIBAS ASSET MANAGEMENT France servers with one month at most.

## **10. COOKIES**

The Game's User is informed that during the User's visits, a cookie may be installed automatically and stored on a temporary basis either in its memory or on its hard drive.

For more information reference should be made to the cookie policy found on the site [www.bnpparibas.com](http://www.bnpparibas.com)

## **11. Confidentiality**

The User acknowledges that the Content is for his/her personal use and undertakes to keep it confidential, as well as all information received directly or indirectly, in whatever form related to BNP PARIBAS ASSET MANAGEMENT France.

The User knows or should know that all dissemination may endanger the interests of BNP PARIBAS ASSET MANAGEMENT France, including, without limitation, the documentation earmarked as confidential.

All confidential information and all copyrights, business secrets, patented trademarks and all intellectual property rights divulged or transferred by BNP PARIBAS ASSET MANAGEMENT France remains the property of the latter. Furthermore, the User undertakes never to duplicate the confidential information received from BNP PARIBAS ASSET MANAGEMENT France beyond the scope of the Services. Moreover, the User undertakes never to divulge confidential information to third parties who are not expressly authorised to receive it and who have not undertaken to comply with the obligations outlined herein.

The User undertakes to divulge confidential information only to BNP PARIBAS ASSET MANAGEMENT France collaborators or Affiliates.

The obligations imposed on the User herein do not apply to the confidential information if the User can prove that this information was or had fallen into the public domain at the time of their communication without any infringement of these conditions, nor a fraudulent act by the User;

## **12. DURATION**

12.1 These GCU shall come into force at the time of the first use of the Game and shall remain in force until the last of the following events: the termination of the Game or the closing of the account. BNP PARIBAS ASSET MANAGEMENT France reserves the right to modify these GCU at any time and without any advance notice.

12.2 BNP PARIBAS ASSET MANAGEMENT France reserves the right to block access to the Game, either on a temporary basis or for good, with immediate effect, with all legal force and without any legal formality, if the User is found not to comply with its obligations listed herein, without that this may in any way make BNP PARIBAS ASSET MANAGEMENT France responsible towards the User.

## **13. APPLICABLE JURISDICTION**

The content of the Game is subject to French law.

All use of the Game acknowledges the power of French law over all disputes related to the Game's content or use, both on the first instance and on appeal.

#### **14. GENERAL CONDITIONS**

14.1 Abuse reporting policy BNP PARIBAS ASSET MANAGEMENT France does not oversee the User's content. If the User has a complaint to make regarding the content of another User, they must send a message to the address [am.dataoffice@bnpparibas.com](mailto:am.dataoffice@bnpparibas.com) warning BNP PARIBAS ASSET MANAGEMENT France. BNP PARIBAS ASSET MANAGEMENT France reserves the right to delete User content without advance notice.

14.2 - Non waiver: The fact that BNP PARIBAS ASSET MANAGEMENT France does not require the complete execution of any of the clauses herein at any one time shall not affect the right of BNP PARIBAS ASSET MANAGEMENT France to be able to make its rights stand at a later date.

14.3 Partial non-validity: If any of the clauses of these GCU turn out to be null and void, either with regard to current legislation or as a consequence of a legal decision that has become final, it shall be considered not to have been ever included, without this in any way nullifying the GCU or affecting the validity of the other clauses.

14.4 In the event of any problems or accidents, every Game user can write to the following e-mail: [am.dataoffice@bnpparibas.com](mailto:am.dataoffice@bnpparibas.com)