

## TERMS & CONDITIONS

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**In using this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, our Privacy Policy and Disclaimer Notice, and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to the Covered Bond & Mortgage Council (CBMC)<sup>1</sup>. "Party", "Parties", or "Us", refers to both the Client and the CBMC, or either the Client or the CBMC. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Belgian Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

### Privacy Policy

Our privacy policy is contained in a separate document which can be consulted [here](#).

### Disclaimer

### Exclusions and Limitations:

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programmes and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not, however, exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

### Payment:

All major Credit/Debit Cards and Bank Transfers are acceptable methods of payment. Our Terms are payment in full within thirty days. All goods remain the property of the Company until paid for in full. Monies that remain outstanding by the due date may incur late payment interest at the rate of 2% above the prevailing European Central Bank base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Courts. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

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<sup>1</sup> In June 2014, the European Mortgage Federation (EMF) and the European Covered Bond Council (ECBC) came together to form the **Covered Bond & Mortgage Council (CBMC)**, which replaced the European Mortgage Federation as the legal name under which both entities operate, although in practice, both the EMF and ECBC brands are maintained and used to identify the two areas of focus within the CBMC's scope.

**Cancellation Policy:**

A minimum of 24 hours notice of cancellation is required. Notification for instance, in person, via email, via telephone and/or fax, or any other means will be accepted subject to confirmation in writing. We reserve the right to levy a €50 charge to cover any subsequent administrative expenses.

**Termination of Agreements and Refund Policy:**

Both the Client and we have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services shall be refunded.

**Availability:**

You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programmes and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

**Log Files:**

We may use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers may automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

**Cookies:**

Like most interactive web sites this Company's website [or ISP] may use cookies to enable us to retrieve user details for each visit. Cookies may be used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

**Links to this website:**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

**Links from this website:**

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

**Copyright Notice:**

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

This Company's logo is a registered trademark of this Company in Belgium and other countries. The brand names and specific services of this Company featured on this web site are trade marked.

**Communication:**

We have several different e-mail addresses for different queries. These and other contact information, can be found via the **Contact** tab on our website or via Company literature or via the Company's stated telephone number and e-mail address.

This company is registered in Belgium, Bce Number 411 583 173, registered office Rue de la Science 14 – 2<sup>nd</sup> Floor, B-1040 Brussels, Belgium, telephone +32 22 85 40 30, e-mail [info@hypo.org](mailto:info@hypo.org).

**Force Majeure:**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such an event shall forthwith inform the other Party accordingly and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

**Waiver:**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

**General:**

The laws of Belgium govern these Terms and Conditions. By accessing this website and using our services/buying our products you consent to these Terms and Conditions and to the exclusive jurisdiction of the Belgian courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

**Notification of Changes:**

The Company reserves the right to change these Terms and Conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. You are therefore advised to re-read this statement on a regular basis.

**These Terms and Conditions form part of the Agreement between the Client and us. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**

Covered Bond & Mortgage Council, May 2018