

Privacy Policy and Terms of Use

The "BANKING BOULEVARD" & "INSURANCE BOULEVARD" WEBSITES

2017 – Jan

Banking Boulevard does not carry on any banking business.

Insurance Boulevard does not carry on any insurance business.

1. Definitions

Terms and Conditions these terms and conditions

User any person paying to access the Site or accessing it free of charge, on his own behalf or on behalf of a business or institution, regardless of whether he is registered as a Registered User

Registered User any person who registers on the Site on his own behalf or on behalf of a business or institution in the manner described in clause 3.1 in order to make use of the services that are only accessible to Registered Users

Private "Careers" Area Users

any Registered User who is private individual making use of the "Careers" area

Recruiter User any Registered User that is a business making use of the "Careers" area

User Content any data in any form (text, alphanumerical or digital data, video, sound recording, graphics or programs) placed on line on the Site by a User

Site the web pages offered by the Company under the name a) *Banking Boulevard* via the following domain name: www.bankingblvd.com and b) Insurance Boulevard via the following domain name: www.insurance-boulevard.com

Company SD Selection bvba, having its registered office at Baron R. de Vironlaan, 89, 1700 Dilbeek, and entered in the central register of undertakings under the number 0836.864.134

2. About the Company

2.1.

The Company is responsible for managing and operating the Site.

Any query or claim concerning use of the Site or the services on offer may be sent by post to the Company at the address mentioned above or by e-mail to info@bankingblvd.com.

2.2.

The Site does not carry on any banking nor insurance business. Its aim is to be an area for communication within the financial sector. It provides its visitors and registered members with free or pay services intended for persons with an interest in the financial sector, including the publishing of job offers, video or sound news reports, texts; together with a *career area* with the particular aim of allowing private individuals to submit their CVs. Recruiters can also use advertising space on the Site (for which a charge is made).

2.3.

The businesses and institutions for which the Site is intended are mainly:

- a) banks, irrespective of their specialism (retail banks, merchant banks, private banks, deposit-takers, etc.);
- b) Insurance companies and insurance brokers;
- c) firms operating in asset management such as investment companies, investment fund managers, fund managers, companies specialising in securities clearing, etc.;
- d) recruitment professionals;
- e) suppliers to banks and providers of active services in the area of IT, telecommunications and security (relative to IT equipment, all kinds of software packages and associated advice, security equipment, etc.),
- f) the liberal professions (auditors, accountants, lawyers, tax consultants, actuaries, etc.) and consultants in all disciplines relevant to the sector (such as strategy, organisation, cost optimisation, financial risk management and assessment, mergers and acquisitions, fraud prevention, monitoring of regulatory oversight, etc.),
- g) events organisers,
- h) advertising agencies, audio-visual production companies, graphic designers, artists, etc.
- i) all other businesses with an interest in the services on offer.

2.4.

Access to and use of the Site is subject to the Terms and Conditions and applicable laws. Access to the Site therefore implies full, unconditional acceptance by the visitor of these Terms and Conditions.

The Terms and Conditions alone govern relations between Users or Registered Users and the Company relative to use of the Site and its entire services, whether paying or free of charge, and whether or not requiring registration.

The Terms and Conditions may be consulted at all times at: <http://www.bankingblvd.com> and <http://www.insurance-boulevard.com>

2.5

The Company reserves the right to amend or update the Terms and Conditions, access to the Site and its content at any time and without prior notice. All and any such changes shall be binding on Users each time they visit the Site. The Company therefore advises that they should be consulted regularly.

2.6.

In the event of differences between the different language versions of the Privacy Policy and Terms and Conditions, the French version shall prevail.

3. Services Provided

3.1. Registration

The Site may be visited and consulted without commitment and free of charge.

However, access to certain functions described below first requires registration as a "Registered User" of the Site, which is free of charge and for which a special form must be completed on the Site. Some of these functions are free services, others are offered in return for payment. The Company reserves the right to stop offering a service free of charge and to start offering it in return for payment. In such cases, Users of the Site that are not businesses will be notified of this on the Site and will be able to choose whether or not to continue using the service in question vs. payment.

Only businesses and private individuals aged 18 and over and of full legal capacity may register as Registered Users. The Company reserves the right at any time to require proof of identity and legal capacity of a Registered User or a User wishing to register as a Registered User.

3.2.

Registering as a Registered User means that the User's data is recorded in the Company's Registered Users database.

Registration of Private "Careers" Area Users also results in the creation of a CV containing all of such details as the Private "Careers" Area User chooses to complete at his choice, except that his surname and first name are required details.

By registering, and depending on what details they have completed, Private "Careers" Area Users agree that the following Registered Users that are undertakings or that act on behalf of an undertaking or institution have access to the following details:

- the surname, first name and, if there is one, the photo, plus all details of the past employment history (i.e., for each position: period, position, grade, name of employer, employment address), supplemented by: date of birth, contact e-mail address selected by the Private "Careers" Area User, a contact telephone number selected by the Private "Careers" Area User, education, language abilities, professional achievements that the Private "Careers" Area User wishes to advertise or the size of the team headed up, hobbies.

Personal details collected in this connection are processed in accordance with the Belgian Data Protection Act of 8 December 1992, as set forth in clause 4, below.

3.3. Services intended for private individuals

Private individuals may register as Private "Careers" Area Users in order to access the following services in particular:

The "Careers" area: allows Private "Careers" Area Users to:

- create an electronic CV by filling in the relevant information in the appropriate fields in the "Careers" Area;
- consult the stream of offers of employment that are presented;
- do a search using the employment offers search engine by specifying a key word;
- deregister from the Site.

The "Interview" and the "Articles" Areas: allows users to view video- interviews (produced by the Company or not) or read interviews with personalities linked to the financial sector.

3.4. Services intended for businesses:

Businesses may register as Recruiter Users in order to access the following services especially.

The "Careers" Area allows Recruiter Users:

- to post offers of employment;
- to create a page presenting the business and to alter or delete that page;

The "Interview" and the "Articles" Areas: allows users to view video-interviews (produced by the Company or not) or read interviews with personalities linked to the financial sector.

4. Personal data

4.1.

Simply consulting the Site without registering is in principle possible without having to provide personal data, such as the visitor's name, postal address, electronic mail address, etc.

However, to gain access to the services that are exclusively for Registered Users, certain personal data has to be submitted. In that case, the party in charge of processing that data is the Company. Any question or request concerning the processing of that data may be sent to the following address: info@bankingblvd.com

4.2.

The Registered User gives his unrestricted, specific, informed consent to the information he sends to the Site being processed by the Company or a subcontractor (such as an IT service provider) for the purpose of providing the services referred to in clause 3.

4.3.

The Company will normally store its Registered User's personal data throughout the time that they are registered. The Company may also retain the personal data of deregistered Users, including any correspondence or request for assistance sent to the Company, in order to reply to any questions or complaints that might be sent to it after deregistration, and in order to comply with all applicable laws, particularly tax laws and the laws on billing records.

4.4.

The Registered User agrees that his personal data may be processed using automated programs that control the services offered by the Site.

The Registered User also agrees that the Company may process this data for statistical purposes linked to analysing its business.

4.5.

The Registered User may object to his personal data being processed by writing to the Company at its address at Baron R. de Vironlaan, 89, 1700 Dilbeek, but, if he does so, he will also renounce his right to use the services that the Site makes available to Registered Users.

The Registered User has free on-line access to his personal data and may alter or delete it or deregister from the Site. He may exercise additional access rights by sending a written request accompanied by a copy of his identity card to the Company at its address at Baron R. de Vironlaan, 89, 1700 Dilbeek, confirming his precise contact details, including his e-mail address. The Company will answer within no more than 45 days.

4.6.

The Registered User undertakes that he will keep his personal data accurate and up to date.

5. Data security

5.1.

Personal data is not transmitted in a coded format.

Employees of the Company with access to this data are under a strict duty of confidentiality with respect to it.

However, the Company will not in any event be liable should the data be misappropriated by a third party despite the security measures taken.

6. User obligations

6.1.

Registered Users agree to comply with all the codes of conduct or requirements contained on the Site and with any reasonable request or instruction from the Company in connection with the Site or the services offered by the Company.

6.2.

Registered Users assume full, sole liability for the content they place on the Site.

6.3.

Registered Users must ensure that they keep their information accurate and up to date and will not mention any personal data other than that which is strictly accurate and relevant to the services offered by the Company.

6.4.

Users undertake to comply with applicable laws, regulations and codes of conduct including commercial law, social law and banking law. They will refrain from any act that might be harmful to the Site, including, without prejudice to the generality: its philosophy of political neutrality, ethical standards, professionalism, its reliability (both technical and as regards its content), its speed or its economic interests.

6.5.

Users will particularly refrain from:

- publishing or transmitting content or false or misleading communications (and will update content if necessary in order to ensure that it does not become false or misleading) that is obscene, racist, anti-foreigner, abusive, illegal, mendacious, prejudicial to the privacy of others, offensive, harmful, aggressive, threatening, harassing or slanderous or that constitutes an infringement of an intellectual property right or any other right, or promotes or participates in any such thing;
- issuing any comment whatsoever (and not just one that is slanderous or promotional) regarding an undertaking, association or private individual.
- soliciting personal information from other Users;
- divulging or making accessible to third parties any user name, password, secret code or similar information or using same for purposes other than identification on the Site;
- providing e-mail addresses to the Company or a third party without obtaining the prior consent of the parties concerned;
- publishing or transmitting content concerning third parties without obtaining their prior consent;
- publishing or transmitting content that breaches the rights of third parties or causing them harm in any manner;
- publishing or transmitting content linking to web sites that are illegal or that contain inappropriate content;

- using the Site for direct marketing purposes, including prospecting, cold calling, advertising or selling products or services, other than in terms of their agreements with the Company and in paid advertising areas specially set aside for that purpose;
- using the Site to send undesirable, unsolicited or pyramid mail or mail for a similar or fraudulent procedure;
- any act that might have the effect of disrupting the proper functioning of the Site or Service, including using worms, viruses, bomb programs or mass e-mailing;
- attempting to hack into any part of the Site or gaining unauthorised access to the equipment used for operating the Site or Service;
- using the Site to harass another Member or trying to contact or contacting a Member that has asked not to be contacted;
- using a bogus name or stealing the identity of another person or entity;
- occupying an area or generating/causing to transit on the Site a flow of data/messages that the Company in its sole discretion deems unreasonable (particularly by reference to that occupied/generated by the average user);
- systematically extracting the data of companies or private individuals by any method (by multiplying data searches in a manner deemed unreasonable by the Company or by making use of robot programs, etc.);
- using the Site for purposes other than those provided in the general Terms and Conditions;
- making publicity for financial products other than under their agreements with the Company and in the paid advertising areas specially set aside for this purpose.

6.6.

The Company will in no event be liable if Users fail to abide by the terms and Conditions or the applicable regulations. Users will indemnify the Company against any third party action or complaint (including public authorities) in relation to their use of the Site.

6.7.

In his relations with the Site, Users undertake not to place programs or links on the Site that cause trigger or propagation mechanisms unless they have an agreement with the Company in the framework of a commercial and/or promotional relationship.

6.8.

In all contacts with or use of the Site, or by any means that passes indirectly via the Site, Users undertake not to make use of any malevolent form of software (hereinafter also referred to as "malware") or electronic mail (hereinafter "e-mail") or data or links intended to invade and/or mislead and/or harm the Site or its Users or third parties in direct or indirect contact with the Site.

6.9.

Users acknowledge that they are fully and solely liable in the event of their using any malevolent form of software, e-mail, data or links in any contact with the Site, for any reason and in any circumstances whatsoever.

6.10.

There are many types of malevolent software and e-mail. They are evolving constantly and new categories appear all the time, with the consequence that it is impossible to give a final, comprehensive list of them or to draw up any sort of taxonomy.

The Company confirms its intention to include in the meaning of the term 'malevolent' all definitions commonly accepted by the IT and telecommunications sector.

7. Limitation of liability

7.1.

The Company's role is limited strictly to providing a technical interface allowing persons sharing a common interest in the banking sector to get into contact with one another.

The Site makes technical means available to its Users with the aim of making it easier for them to communicate. Overall, the remarks, proposals and statements by the Site's Users bind only them themselves. Users are solely and exclusively liable for Content that they place on the Site.

7.2.

The Company does not play any part whatsoever in exchanges between Users or in any contract relations, whether formed in writing or otherwise, that might be entered into as a result. In particular, the Company plays no role in the recruitment procedures carried out by user Businesses. It therefore declines all direct or indirect liability further to the consequences of inter-action between Users.

7.3.

The Company does not carry out any systematic checks and gives no commitment whatsoever to inspect, filter, supervise or take part in discussions taking place on the Site and it declines all direct or indirect liability for content or comments, whether placed on line by Users or accessible via any link placed on its Site. Notwithstanding any technical ability it may have to neutralise Content posted by a User, the Company will not be liable if it should fail to neutralise unlawful content.

7.4.

This concerns especially, but not exclusively:

- any offer of employment.
- any CV and comments thereon
- any message sent by a User via the Site
- any video content
- any advertising
- any event announcement
- any information not directly incorporated onto the Site but accessible via a link placed on the Site, whether this link has been placed by a User or by the Company.

7.5.

The Company will not be liable for the direct or indirect consequences of any improper use made of the Site by a User, especially use contravening the obligations laid down in clause 6 of the Terms and Conditions.

In addition, the Company does not in any event guarantee that any reference made on the Site, for instance in the discussion forum, regarding the value of something (whether it concerns a currency, any kind of financial instrument, tangible or intangible goods or real or movable property, or a business) accords with the true value of that thing, particularly with reference to the then market price.

7.6.

The Company will not be liable for the direct or indirect consequences of any wilful act committed by a third party against the Site, including improper use of passwords or computer piracy, including infection with a malevolent form of software, e-mail or data.

7.7.

In the context of a technology that is perpetually evolving, the Company declines any liability for technical changes affecting its market. It does not guarantee that its applications will keep pace with developments and cannot be held liable for any downgrading in its services (such as faultless access to and functioning of its applications, etc.) caused by general technical progress, or by the User switching to more-advanced technology that is not compatible with that deployed by the Company.

7.8.

The Company does not guarantee that its applications, whether paying or otherwise, operate or will operate partially or entirely on the User's equipment. The Company will not be liable, therefore, for any hardware or software investment that the User might have to make to be able to use or continue using the Site and its services.

7.9.

The Company recommends that Users verify the information which they will find on the Site before making any use of it because that information is provided "as it stands", i.e. without prior verification.

7.10.

In relation to the identity of natural or legal persons making use of the Site, the Company cannot give any guarantee or bear any liability whatsoever, whether direct or indirect, as to the accuracy of the identity of such persons or as to their true intentions.

In relation to private individuals making use of the Site, the Company cannot, for instance, guarantee that they are of age, genuine, honest and of good intention, that they are not subject to national service duties or that they are not being sought by the police, that they are free in their movements, that they have a blank criminal record or that they hold a due and proper residence and/or work permit or any form of qualification.

The Company cannot guarantee that skills advanced on the CV of any Private "Careers" Area User are actual, up to date, relevant or adequate for any post to be filled.

In relation to businesses, the Company cannot in any way guarantee that their offers of employment are made by companies that are durable, economically profitable or solvent, legally compliant (including in terms of employment law) and ethical, such as, but not exclusively, in relation to sex or racial equality and equal opportunities.

The Company does not guarantee that the announcements on the Site refer to actual posts to be filled.

7.11.

The Company is not liable for and does not offer any guarantee for any damage whatsoever, tangible or intangible, economic loss or loss of profit, whether direct or indirect, foreseeable or unforeseeable, linked to use of the Site, except if it will have acted wilfully or grossly negligently as regards consumers, and in all circumstances as regards businesses. In all events and within the limits allowed by Belgian law, the Company's liability to Users in relation to the services it offers is limited to one-and-a-half times the amount of the sums invoiced and received by the Company for the performance (in its reference period) giving rise to the claim (excluding VAT). This sum may not in any circumstances otherwise exceed the figure of 750 (seven hundred) euros for a business, and 150 euros for private individuals.

8. Intellectual property rights

8.1.

The Site and any its component parts (trade marks, logos, graphics, photographs, animations, videos, music, texts, etc.) are the property of the Company or its partners. They are protected by intellectual property rights (especially copyright and related rights, trade mark rights, etc.) and may not be reproduced, used or broadcast without the prior, written authorisation of the Company or such other party as holds the rights in question, failing which such will constitute the offence of copyright and/or design and/or trade mark infringement, which carries a penalty of three months' to three years' imprisonment or a fine of 100 to 100,000 euros or both of these penalties.

8.2.

The Company hereby confers on Users a non-exclusive, non-assignable licence for an undefined period, revocable at any time as the Company sees fit, to access the content on the Site, to post content and upload it for the sole purpose of posting content. Users may also print a copy of the content posted on the Site provided they do not in any way adulterate the content of the Site. Users also undertake not to circumvent technical means of protecting documents and multimedia items. Reproduction is therefore only authorised for strictly private purposes within the meaning of section 22(1)(4°) of the Copyright and Related Rights Act of 30 June 1994.

8.3.

It is permitted to create a hypertext link to the Site's home page, under exclusion of any other address, provided this is only done from appropriate sites. Any hyperlink to an interior page on the Site is therefore prohibited without the prior, express permission of the Company.

8.4.

Any use made of the Site and its component parts that is not covered by this clause is strictly prohibited.

9. Accessibility and functioning of the Site

9.1. Accessibility

In so far as is possible, the Company will ensure that the Site remains accessible to a normal number of Users. However, the Company does not guarantee that the Site's functions will be available without interruption or error, that defects will be corrected or that the server providing it is free from viruses or other harmful elements. The Company furthermore reserves the right to suspend or terminate all or part of the Site, at any time and without previous notice.

The Company will not be liable for any loss and/or damage of any nature whatsoever resulting from suspension of, interruption to, (technical) disturbance of, a slow-down in, difficult access to and/or stoppage of accessibility to all or part of the Site or for viruses or other harmful items present on the Site.

If Users discover the presence of a virus or other harmful items on the Site, they are asked to bring it to the Company's attention at info@bankingblvd.com so that appropriate measures can be taken. In any event, the Company advises Users to install firewalls and anti-virus and other necessary protection programs on their computer equipment in order to safeguard against possible damage to it.

9.2. Use of the Site

Users use the Site at their own risk. The Site, its component parts and all the information, software, equipment and services relative to it are provided in the state in which they are according to availability and without any kind of guarantee (whether express or implied) and within the limits of the applicable law.

The Company declines any liability in the event of any loss or damage (direct, indirect, tangible or intangible) resulting from use of the Site and its component parts or from inability to use the Site.

9.3. Interruption to and cessation of Site operations

The Company may in its sole discretion and without financial compensation modify or temporarily interrupt its services, particularly in the context of technical maintenance or modification of the Site's functions. It may also progressively or immediately terminate its operations.

In the latter case, as far as services to businesses are concerned, the Company reserves the right to exercise any one of a number of options, including: (a) the right not to accept new registrations, new paying subscriptions, the publication of new offers, new CVs, advertisements and other pay services while endeavouring, without being under any absolute obligation, to maintain the functions inherent in the services paid for by Recruiter Users prior to the date of the decision to cease operations and up to the expiry of the periods for which those services were purchased; (b) the right immediately to terminate the Site's operations, particularly in the case of an act of God (such as the death or illness of the Company's management) or in the case of a major operational malfunction (destruction of database, non-availability of IT system, war, revolution, flood, fire, etc.).

10. Validity of contract clauses

10.1.

Failure by the Company at any time to assert any provision of the Terms and Conditions

may not be construed as constituting a waiver of its right to assert its rights at a later moment in time.

10.2.

The nullity, frustration or unenforceability of all or part of the foregoing or following provisions shall not entail the nullity of the entire Terms and Conditions. The fully or partially void, frustrated or unenforceable provision will be deemed never to have been written. The Company undertakes to substitute for that provision another one that fulfils the same function to the greatest extent possible.

11. Applicable law and jurisdiction

The Terms and Conditions are governed, interpreted and applied in accordance with Belgian law. Any User operating from a country other than the Kingdom of Belgium acquiesces in the strict application of Belgian law, to the exclusion of international law and the law of any other country.

The courts in the judicial district of Brussels have exclusive jurisdiction over any dispute concerning the Terms and Conditions.