

Website Terms and Conditions

SecRep B.V. - Website Terms of Use (the “Terms”)

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE

These Terms constitute the rules for using our website (www.secrep.eu) (the “Website”).

Who we are and how to contact us

www.secrep.eu is a website operated by SecRep B.V. a private company registered with limited liability according to Dutch law, having its corporate seat in Voorhout and offices at Corkstraat 46, 3047 AC, Rotterdam, The Netherlands, registered with the Chamber of Commerce under number 77301528 (“**SecRep B.V.**” or “**we**”).

SecRep B.V. is dedicated to providing core securitisation repository services in accordance with the Securitisation Regulation ([Regulation \(EU\) 2017/2402](https://eur-lex.europa.eu/eli/reg/2017/2402/oj)).

If you have any enquiries in relation to the Website or the information on it, please contact us using the contact form provided at <https://secrep.eu/ContactUs>

By using our site you accept these Terms.

It is important that you read these Terms as your access to the Website is governed by them. By using the Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Website.

There are other terms that apply to you

These Terms refer to the following additional policies and terms, which also apply to your use of the Website and, as applicable, the services offered via the Website:

- our Privacy Policy [https://secrep.eu/DownloadFile?fileName=SecREP_BV_Privacy_Policy.pdf], which sets out the terms on which we process any personal data we collect from you or that you provide to us;
- our Cookie Policy [https://secrep.eu/DownloadFile?fileName=SecREP_BV_Cookie_Policy.pdf], which sets out information about the cookies on the Website
- when using the services provided by SecRep B.V. by way of this Website as a data provider or a data receiver, the respective agreement signed between your organisation and SecRep B.V.

The Website is for information purposes only. None of the content contained on the Website constitutes a solicitation, offer, opinion or recommendation by SecRep B.V. to buy or sell any securities or other financial instruments or to provide legal, tax, accounting or investment advice or services regarding the suitability or profitability of any security or investment. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance placed on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

We may make changes to the Terms

We may amend these Terms from time to time. We will post any amended Terms to the Website. Every time you wish to use the Website, please check these Terms to ensure you understand the terms that apply at that time. If you continue to use the Website, you will be deemed to have accepted those amended Terms.

We may make changes to the Website

We may update and change the Website from time to time for any reason, including updates to reflect changes to our products, our users' needs and our business priorities.

We may suspend or withdraw the Website

We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. We will not be liable to you for any loss or damage which you may suffer as a result of the Website (and/or any services offered via the Website) being unavailable at any time for any reason.

We may suspend or withdraw your access to the Website

You agree that you will only use the Website for its intended purpose and in accordance with these Terms. We may suspend or disable your access to the Website (and/or the services provided via the Website) at any time if, in our reasonable opinion, you have failed to comply with these Terms or your account or access details is / are being misused, illegally or fraudulently used or is / are subject to other unauthorised use.

We may transfer this agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

You must treat your password and any private security key as confidential. You must not disclose it to any third party.

We have the right to disable any password or security key, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your password or any confidential security key, you must promptly notify us using the contact form provided at <https://secrep.eu/ContactUs>

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in the Website and in the material, content, information, imagery and data published on it, including copyright and trade mark rights (whether registered or unregistered). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You (or the organisation on behalf of which you upload information) will retain ownership of all copyright in data you upload or submit via the Website. You grant SecRep B.V. a worldwide, royalty-free, irrevocable licence to use, copy, distribute, publish and transmit this data in any manner (subject to our Privacy Policy).

We are not responsible for websites that we link to

Where the Website contains hyperlinks or references to other websites and resources provided by third parties, these links are provided for your information and convenience only. Such links should not be interpreted as approval or endorsement by SecRep B.V. of those linked websites or information you may obtain from them. We have no control over, and accept no responsibility for, the content, material or information contained on those websites or resources.

How we may use your personal information

You agree that all personal information you provide to us via the Website shall be accurate and kept up-to-date and it may be collected, stored, processed and used in accordance with our Privacy Policy.

These Terms should be read alongside, and are in addition to, the Privacy Policy and, by using this Website and any other systems or services provided through them, you confirm that you have had a proper opportunity to read the Privacy Policy and agree to be bound by it. If you do not agree to the Privacy Policy, you must stop using the Website immediately.

When you use the Website, we may collect information about your computer (including, where available, your IP address, operating system and browser type) and your interaction with the Website, including for the purposes of marketplace administration and service improvement. See our Cookies Policy for more information.

We are not responsible for viruses and you must not introduce them

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Website and for procuring, maintaining and securing an appropriate internet connection, other network connections and telecommunications links in order to access the Website. You should use your own virus protection software.

You must not misuse the Website by: (a) transmitting, sending or uploading any material that is illegal, offensive or could result in a breach of copyright or any material which contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; (b) attempting to gain unauthorised access to secure and/or password-protected areas of the Website, the server on which the Website is stored or any server, computer or database connected to the Website; or (c) seeking to interfere with, damage or disrupt the Website or any equipment or network on which the Website is stored, any software used in the provision of the Website or any equipment or network or software owned or used by any third party.

Which country's laws apply to any disputes?

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.