

WEB SITE DISCLAIMER

1. GENERAL

Catella Bank S.A. Société Anonyme ("Catella Bank S.A.") offers its Capitol web account holder access to electronic banking services and general information via a computer or similar electronic device

("computer") that is connected to the Internet. Such electronic banking services contain card portfolio details, review of account movements, and transactions on financial instruments. These services, provided via a platform called Capitol Web Site, are provided solely in respect of those Catella Bank S.A. card account(s), listed in the Capitol Web Site, application form (the "Application") and of which the Capitol web account holder is the authorized signatory. The accounts and services to be used under this Capitol Web Site, Agreement (the "Agreement") remain also governed by Catella Bank S.A.'s "Terms and Conditions". Only where certain provisions of Catella Bank S.A.'s Terms and Conditions would conflict with this Agreement, the terms of the agreement will prevail. The available and accessible services and information, any software provided and the technical characteristics of Capitol Web Site, together constitute the e-banking system (the "System").

For all information relating to the connection to and use of Capitol Web Site, the Capitol web account holder may contact his or her account manager during normal Catella Cards business hours.

Capitol Web Site, is offered to Catella Bank S.A. Capitol web account holder free of charge. However, Catella Bank S.A. reserves the right to revise fees for Capitol Web Site anytime. In the event of such a

change, Capitol web account holder will be informed in accordance with the proceeding stated in clause 7. If fees should become applicable to Capitol Web Site services and the Capitol web account

holder does not exercise its termination right, the Capitol web account holder hereby authorises Catella Bank S.A. to debit such fees from the entity billing level at, Catella Bank S.A.'s discretion. Third-party

fees such as Internet subscription or other fees charged by a Capitol web account holder's Internet service provider, as well as all telecommunication costs etc., are not part of the service and are at

the Capitol web account holder's expense.

The Capitol web account holder acknowledges and accepts that connecting to Capitol Web Site, automatically entails acceptance of the conditions and rules of operation laid down in the System

itself, including any modifications or upgrades of thereof.

The Capitol web account holder furthermore acknowledges and accepts that accounting and system constraints may render electronic statements and other information, such as balance enquiries,

still subject to other transactions being currently processed, and which may not yet show on the account(s) as they appear in Capitol Web Site.

All data is supplied for information purposes only. Hard copies or print-screens of electronically transmitted information are not valid for use as official documentary proof/evidence from Catella Bank S.A.

2. AUTHORISATION OF ACCESS AND USE

Where this Agreement applies to a card account the Partner Bank will designate authorized persons, each shall sign his/her own and personal agreement in order to be able to use Capitol Web Site,

and must have his/her own identification and security items as defined further below.

The Partner Bank shall be fully liable for any actions the authorized persons, to whom a Capitol Web Site, access has been granted, may perform via the system.

Capitol Web Site may not be used by an authorized person whose access to the account(s) is governed by any kind of limitation whatsoever, for example in case of this person is not employed by the

Partner Bank anymore. Any limitation on the right of signature implemented by the accountholder subsequent to the signature of this Agreement or the subsequent revocation by the accountholder of an authorized signatory who has concluded his/her own Capitol Web Site Agreement with Catella Bank S.A. will result in blocking the access to the account(s) by said signatory. The

transmission of access codes by the Capitol web account holder is strictly prohibited. However, in cases, where access codes will be circulated to third persons, such persons will be designated as

authorized signatories in respect of the account(s) by Catella Bank S.A.

3. INTERNET, AVAILABILITY OF SERVICE, USE OF SYSTEM AND LIABILITY

The Capitol web account holder assumes full responsibility for his/her use of the System and his/her security and identification items, as specified further below, which are strictly personal and may

not be transmitted or communicated. The Capitol web account holder confirms his undertaking not to transmit the security and identification items to a third party and to inform Catella Bank S.A.

immediately in the event of loss, theft or detection of fraud or suspected fraud.

The Capitol web account holder also undertakes not to note his/her password and/or User-id on the Capitol Web Site security token. Furthermore, the security items should not be stored in one

place together, nor saved in any form on a computer.

Capitol Web Site services are provided in reliance upon communication networks and Internet access via an Internet service provider, and in reliance upon an access procedure defined in the System itself.

The Capitol web account holder declares that he/she is familiar with the risks and dangers involved with the use of Internet.

Capitol Web Site services do not include an Internet access. The Capitol web account holder must choose himself an Internet service provider and agree with such provider the level of services and

terms for accessing the Internet. It is the Capitol web account holder's responsibility to ensure that his/her computer and Internet access or communication network are appropriate for the consultation of information and for accessing Capitol Web Site services.

The Capitol web account holder will take due care to ensure that the computer he/she uses to connect to Capitol Web Site is not infected by any harmful software (spyware, malware, viruses, Trojans, etc.) and is properly protected against any malicious attacks from the Internet.

Catella Bank S.A. shall not be held liable for the improper or fraudulent use of confidential data, either by the Capitol web account holder himself/herself, or by a third party, or via fraudulent schemes

like phishing or similar by third parties, or through risks linked to the use of the Internet or communication networks. The same applies to any damages which may result from malicious software

such as viruses or fraudulent schemes like those relating to "phishing", etc., which neither the Capitol web account holder's computer protection nor the reasonable measures taken by Catella Bank S.A.

or its sub-contractors were able to detect or prevent. Catella Bank S.A. shall accept no liability in the event of any difficulty imputable to the incorrect functioning, configuration or use of a computer by the Capitol web account holder.

The Capitol web account holder is solely liable for any direct or indirect damage resulting from the illegal or access or fraudulent use of Capitol Web Site, respectively the attempt thereof, particularly where resulting from the Capitol web account holder's failure to respect the security instructions provided in this Agreement, the Application or within the System, including any acts of

authorised third parties.

The Capitol web account holder is solely liable for ensuring that he/she complies with local law and regulations, in particular when accessing or using Capitol Web Site outside of Luxembourg. Catella Bank S.A. will not bear any liability for any negligence or violations of local regulations by the Capitol web account holder. It is entirely his/her responsibility to comply with the legislation

applicable in his/her country of residence with regard to the direct or indirect consequences of his/her rights to hold a specific product and any resultant tax or other obligations.

Any information (financial situation, account balances, statements, general information etc.) requested by the Capitol web account holder via Capitol Web Site is transmitted at the Capitol web account holder's own risk. Catella Bank S.A. cannot be held liable for non-receipt or incomplete transmission of information that is sent to or received from, the Capitol web account holder.

While Catella Bank S.A. undertakes to do its best to ensure regular and reliable operation of Capitol Web Site, Catella Bank S.A. cannot guarantee that the service will function without interruption

whatsoever. In particular in case of malfunction or shutdown of the System for maintenance or for repairs, technical failures, non-availability or malfunction due to problems linked to the Internet,

the Capitol web account holder's service provider or any communication network used, errors on the part of a third party or the Capitol web account holder, as well as in the case of any and all events beyond Catella Bank S.A.'s control, Catella Bank S.A. shall not bear any liability for direct or indirect loss or damage resulting from the unavailability of the service, nor any direct or indirect damages

to the Capitol web account holder's hardware or to the data stored on it. Neither shall Catella Bank S.A. be held liable for any damages that the connection to Capitol Web Site and/or use of any

associated software may cause either to the Capitol web account holder's computer or to the data stored on it. Catella Bank S.A. shall not become involved in any dispute between the Capitol web

account holder and Internet Service providers, communication network companies, or any other intervening party.

4. SYSTEM ACCESS, SECURITY AND IDENTIFICATION

Access to Capitol Web Site depends on the availability of Catella Bank S.A.'s IT systems, which may be subject to shut-down, from time to time, amongst other reasons for the purpose of effecting maintenance or repair.

Capitol web account holder identification and authorization are carried out with reference to the 4 following security and identification items:

- IP Address
- User Name
- Password
- Account Number Card

More information on the use of these items and procedure for connecting to Capitol Web Site will be provided in the Capitol web introduction letters mailed to account holders which users receive

upon subscription to the service.

To use Capitol Web Site, the Capitol web account holder connects by clicking on the secure site <https://capitol.invikcards.com>. The Capitol web account holder should always check with due care the

relevant areas of his browser to make sure that he is connected to the correct site address before entering any of the security / identification information. It is recommended that the Capitol web

account holder checks the authenticity of the Capitol Web Site by verifying the digital certificate in his/her "browser". Catella Bank S.A. does not assume any responsibility for damage resulting from

attempts or acts of fraud or fraudulent schemes involving "phishing", identity theft, etc. Data exchange between the Capitol web account holder's computer and the Capitol Web Site server is secured. Only the correct entry of the security items & information enables Catella Bank S.A. to verify the Capitol web account holder's identity. As a result, it is agreed between the Capitol

web account holder and Catella Bank S.A. that any connection made to Capitol Web Site via a computer correctly combining the security / identification items listed above, is deemed to have originated

from the Capitol web account holder in person. This agreement between Catella Bank S.A. and the Capitol web account holder remains valid under all subsequent modifications concerning the

identification of the Capitol web account holder, in conformity with legislation concerning electronic signatures and certification. If the security / identification information is not entered correctly or is not

provided, access to the System is refused. Repetitive incorrect attempts to enter incorrect combinations of the security and identification items may result in the System access being automatically

locked, so that and the Capitol web account holder must contact the Capitol Web Site Capitol web account holder service desk to unlock it.

Catella Bank S.A. reserves the right to block an access that is in progress if it has, in its own judgment, sufficient grounds for suspecting that such a connection may be fraudulent or unauthorized.

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The Capitol web account holder accepts that Catella Bank S.A.'s electronic records, in whatever form they may be stored (on paper, microfiche or in any other form) constitute adequate formal proof of

any action or transaction carried out by the Capitol web account holder.

5. SECURE MESSAGE SYSTEM:

Catella Bank S.A. may use the system-inherent, secure message functionality to communicate general information to the Capitol web account holder. The Capitol web account holder undertakes to

consult regularly any messages received from Catella Bank S.A.. The Capitol web account holder accepts to receive from Catella Bank S.A. and via Capitol Web Site electronic messages with the content

likely to be of use or of interest to him/her. The Capitol web account holder may use the same secure, electronic message functionality inherent to Capitol Web Site to communicate general information, requests for information, as well as questions or information pertaining to Capitol Web Site or the Capitol web account holder's card account(s) to Catella Bank S.A..

However, the Capitol web account holder hereby acknowledges and accepts that the purpose of this functionality is to make Catella Bank S.A. aware of the requests. Using the message functionality for

this purpose would be solely at the Capitol web account holder's risk, and their acceptance (and execution), respectively non-execution or rejection will be at the entire discretion of Catella Bank S.A..

The liability for any errors or problems resulting from the acceptance and execution, or the rejection and non-execution of such instructions would be borne solely by the Capitol web account holder.

6. LICENSE AND COPY-RIGHT

The use of Capitol Web Site may require specialized pieces of software to be downloaded or temporarily stored or to be run or used on or from the Capitol web account holder's computer when

connecting. This software is proprietary and the Capitol web account holder is strictly prohibited from infringing any intellectual property rights in any way. The Capitol web account holder's usage

rights are derived from the provisions concerning copyright for computer programs as stated in the law of 18 April 2004 on copyright, as amended. In particular, the Capitol web account holder is

authorized to download the information contained in the software onto his/her computer for personal use only, and only for the limited duration necessary for that personal use. In addition, the

Capitol web account holder is only authorized to print out or to export to an electronic storage device the downloaded information on the condition that the resulting copies are restricted for the

personal use of the Capitol web account holder only.

In any event, it is strictly prohibited for the Capitol web account holder to copy, modify, move, replace, or otherwise interfere with any software or information provided. In the event the Capitol

web account holder's subscription to the service is terminated, or if the Capitol web account holder sells or transfers, temporarily or permanently, his computer to a third party, the Capitol web

account holder undertakes to delete any remaining software, shortcuts or stored information pertaining to the software or the Capitol web account holder's account, beforehand from his/her computer. Without prejudice to means of recourse open to the holders of intellectual property rights, Catella Bank S.A. may claim damages from the Capitol web account holder for each copy

or usage that is in violation of the provisions of this Agreement.

7. DURATION, TERMINATION AND MODIFICATION

This Agreement is concluded for an unlimited period of time. It may be terminated by either one of the parties at any time and without justification. The Agreement must be terminated in writing by

registered mail to the addresses of the parties. A notice period of two weeks is required for both parties, however for cases of abuse, defraud or the like on the part of the Capitol web account holder, an immediate termination right of Catella Bank S.A. is given.

Catella Bank S.A. reserves the right to make modifications or update these terms of use unilaterally, at any time, by giving written notice. If the Capitol web account holder does not agree with the

modification, he/she may exercise his/her right of termination within 2 weeks of the notice given by Catella Bank S.A.. If no objection is made within this period, the Capitol web account holder is

considered to have accepted the modification, including all its consequences and implications, which will come into force within fifteen days of the date of sending the notice. The Capitol web account holder specifically agrees that, in alteration of other arrangements concerning correspondence

From Catella Bank S.A., any written notices pertaining to the modification or update of these Capitol Web Site terms of use may be sent to him/her via the System's integrated, secure message functionality. The Capitol web account holder accepts Catella Bank S.A.'s records of notices in whatever form, sent via this secure functionality as being sufficient evidence of the receipt of such notices

by the Capitol web account holder on the date they were sent.

8. TRANSACTIONS REQUESTS:

In case Capitol web account holder requests updates to cardholder records, like address changes, card blockage, limit modifications and so on, the Capitol web account holder acknowledge hereby

that Catella Bank S.A. will not evaluate their accuracy before processing the request. In case requests are executed on the instructions of the account holder, all direct and indirect consequences are

entirely under the responsibility of the Capitol when account holder.

9. APPLICABLE LAW AND JURISDICTION

This Agreement is subject to Luxembourg law and regulations and the exclusive jurisdiction of the courts of Luxembourg. However, Catella Bank S.A. reserves the right to bring any dispute or litigation

before any other court of its choice. I/We hereby confirm our acceptance of all provisions of these Capitol Web Site Terms and Conditions.