

## TERMS AND CONDITIONS

### INTRODUCTION

This Website is owned by NEPI Rockcastle N.V., with registered address: WTC Zuidas Tower 10 5th Floor Strawinskyiaan 563 1077 XX Amsterdam, The Netherlands, having registered number: 87488329 and share code: NRP; ISIN: NL0015000RT3. The access and the use of the Website are subject to the present Terms and to applicable laws.

In order to use the Website, Users must be at least 18 years old. By using the Website, Users accept these Terms in full and warrant that they are at least 18 years old.

### 1. DEFINITIONS

- “the Company”/ “the Publisher”/ “NEPI Rockcastle” - NEPI Rockcastle N.V., with registered address: WTC Zuidas Tower 10 5th Floor Strawinskyiaan 563 1077 XX Amsterdam, The Netherlands, having registered number: 87488329 and share code: NRP; ISIN: NL0015000RT3.
- “Terms” – these terms and conditions as amended or supplemented from time to time.
- “the User(s)” - any internet user(s) who navigate(s), read(s) and use(s) the Website.
- “the Website” - [www.nepirockcastle.com](http://www.nepirockcastle.com).

### 2. AGREEMENT

These Terms constitute the entire agreement between the Company and the User with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms do not create any third-party rights. By using the Website, Users confirm that they accept these Terms and that the User agrees to comply with these Terms.

### 3. COPYRIGHTS

3.1. The Company observes **the intellectual property** of others and requests that Users also comply with any intellectual property belonging to the Company and to third parties. The Website and the totality of its contents (notably, the photos, logos, trademarks and all manner of information contained within) are protected under copyright law.

3.2. The Publisher grants the simple authority to all Users to look at the Website, yet prohibits the reuse, in whole or in part, of **the contents of the Website**, regardless of the reason. Authorization to reproduce content is restricted to digital reproduction on a computer for the purpose of viewing page content via a web browser. All reproduction rights are reserved for all content, including rights for downloadable documents, logos, photos and information of any kind. Downloadable files are also protected under copyright law. The limitations imposed upon the use of these documents are detailed on the corresponding web pages. The Company owns or licenses all of the intellectual property on the Website. All rights are reserved.

3.3. All total or partial **reproduction or representation of the Website** by any person or company without express authorization of the Publisher is strictly forbidden.

3.4. **Hypertext link:** The creation of a hypertext link to the Website is permitted without frame, and exclusively to the home page, except with the express consent of the Publisher. The Publisher cannot in any case be held responsible for information disseminated on websites to which the Website has a hyperlink nor for any and all damages caused resulting from access to these sites. Users are strongly advised to carry out necessary anti-virus measures and measures against any possible damages.

**3.5. Use-Responsibility Discharge:** All use of the Website which does not conform to these Terms (except where mentioned as otherwise on the Website or with express consent of the Publisher), is prohibited and the person concerned will be held responsible.

The use of information on the Website is the responsibility of the User. The Company is not responsible for any error or omission on the Website and reserves the right to modify, correct, and/or complete the content of the Website at any moment, without warning.

**3.6. Access and/or dissemination restrictions:** The access to the Website and/or to information and documentation contained in the Website can, in certain countries, be subject to legal restrictions or rules. Consequently, those who access the Website and/or the information and documentation which it contains, must be aware of such restrictions and comply with them. Insofar as permitted by the relevant law, NEPI Rockcastle declines all responsibility in the case of violations of these restrictions by any persons. Those accessing the Website assume the complete consequences (for themselves as well as for the group NEPI Rockcastle) of all violations or default of the said restrictions.

#### **4. PRIVATE LIFE PROTECTION**

4.1. NEPI Rockcastle is committed to observe all applicable laws and rules regarding the processing of personal data.

4.2. For details regarding the processing of personal data and usage of cookies on [www.nepirockcastle.com](http://www.nepirockcastle.com), please see:

- the **General Privacy Policy** [http://nepirockcastle.com/wp-content/uploads/2019/02/General-Privacy-Policy\\_Website\\_EN.pdf](http://nepirockcastle.com/wp-content/uploads/2019/02/General-Privacy-Policy_Website_EN.pdf),
- the **Whistleblowing Privacy Policy** ([https://nepirockcastle.com/wp-content/uploads/2018/11/Data\\_Privacy\\_Whistleblowing.pdf](https://nepirockcastle.com/wp-content/uploads/2018/11/Data_Privacy_Whistleblowing.pdf)),
- the **Privacy Policy for Newsletters** (<https://nepirockcastle.com/data-privacy-policy-for-newsletters/>).

4.3. For details regarding the usage of cookies on [www.nepirockcastle.com](http://www.nepirockcastle.com), please see the **Cookies Policy** – <http://nepirockcastle.com/wp-content/uploads/2019/02/Cookies-Policy.pdf>

#### **5. NO LIABILITY FOR VIRUSES**

5.1. The Company does not guarantee that material available on the Website will be secure or error-free or free from bugs or viruses.

5.2. Users are responsible for configuring their information technology, computer programs and platform to access the Website. Users should use their own virus protection software.

#### **6. ACCEPTABLE USE**

6.1. USERS MUST NOT:

- a) use the Website in any way or take any action that causes, or may cause, damage
- b) use the Website in any way that is unlawful, illegal, fraudulent or harmful
- c) use the Website to copy, store, host, transmit, send, use, publish or distribute any document to the Website or to impair the performance, availability or accessibility of the Website, or in connection with any unlawful, illegal, fraudulent or harmful purpose activity, or any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without the Company's written consent;
- e) use data collected from the Website for any direct marketing activity (including without limitation e-mail marketing, SMS marketing, telemarketing and direct mailing);

- f) use data collected from the Website to contact individuals, companies or other persons or entities.

6.2 By using the Website, Users warrant that they are at least 18 years old.

## **7. LIMITATIONS OF LIABILITY**

7.1. The Company provides the Website on an “as is” / “with all faults” / “as available” basis and excludes any conditions, representations, warranties or other terms, express or implied, which may apply to the Website or any content on it. Without prejudice to the generality of the foregoing paragraph, the Company does not warrant that the Website will be constantly available or available at all. If maintenance work is necessary and the Website is not available for maintenance reasons, the Company shall duly inform the Users at the moment of accessing the Website. The Company shall not be responsible for internet/network-related downtimes and, in particular, for downtimes in which the Website cannot be accessed due to technical or other problems outside the area of influence of the Company, e.g. force majeure, fault of third parties.

7.2. By using the Website, the Users agree that the exclusions and limitations of liability set out in these Terms are reasonable.

7.3. The User agrees that the Company has no control over, and no duty to take any actions regarding:

- a) what effects the content on the Website may have on them;
- b) how they may interpret or use the content on the Website;
- c) what actions they may take as a result of having been exposed to the content on the Website;
- d) the content or the accuracy, the copyright compliance, legality or decency of the material/information which can be accessed through the links to other websites.

**7.4. To the fullest extent permitted by law, in no event will the Company be liable to the User or any other person for any indirect, special, incidental, punitive, exemplary or consequential damages of any type including, without limitation, damages for loss of goodwill, business interruption, device failure or malfunction, loss of business profits, loss of data or business or financial information, procurement of substitute goods or services or any and all other commercial damages or losses, in all cases, regardless of legal theory and whether or not the Company has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose.**

7.5. Nothing in these Terms will exclude any liabilities that may not be excluded under applicable law.

## **8. BREACHES OF THESE TERMS**

8.1. Without prejudice to the Company’s other rights under these Terms, if a User breaches these Terms in any way, or if the Company reasonably suspects that they have breached these Terms in any way, the Company may:

- send to the User one or more formal warnings;
- temporarily suspend the User’s access to the Website;
- permanently prohibit the User from accessing the Website;
- block computers using the User’s IP address from accessing the Website;
- contact any or all of the User’s internet service providers and request that they block the User’s access to the Website;
- commence legal actions against the User, whether for breach of contract or otherwise.

8.2. Where the Company suspends or prohibits or blocks the User’s access to the Website or a part of the Website, the User must not take any action to circumvent such suspension or prohibition or blocking.

## 9. MISCELLANEOUS

9.1. The Company has the right to modify in any way and at any moment any of the provisions of the Terms. Any amendments will be communicated by the Company by republishing on the Website the updated version of the Terms.

9.2. By continuing to use the Website after the Terms' modification/completion, the User agrees to respect them fully and unconditionally.

9.3. Users are advised to verify periodically the present Terms.

**9.4. If the User does not accept the Terms, including their modification/completion, they must cease to use the Website.**

9.5. The content on the Website, including, without limitation any modification, completion, revision of the content, is owned by the Company and protected by copyrights, trademark law and other legal regulations and international treaties.

9.6. These Terms shall be governed and construed in accordance with Isle of Man law. The courts of the Isle of Man have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with these Terms.

9.7. Users may contact the Company:

- a) by post: WTC Zuidas Tower 10 5th Floor Strawinskylaan 563 1077 XX Amsterdam, The Netherlands
- b) by e-mail: [office@nepirockcastle.com](mailto:office@nepirockcastle.com)
- c) by phone: please see "Contact" section of the Website
- d) to subscribe to newsletters, please see the dedicated form at "Subscribe to our newsletter" section of the Website
- e) for whistleblowing, please use the dedicated communication tools - <https://nepirockcastle.com/about-us/corporate-governance/whistleblowing-policy/>.

9.8. As the Company strives to improve Users' experience with the Website, it welcomes feedback; however, the Company may use comments or suggestions without any obligation to Users. Feedback can be given by emailing [office@nepirockcastle.com](mailto:office@nepirockcastle.com).