

## TERMS AND CONDITIONS FOR THE USE OF THE CP NVST APP

These terms and conditions for the use of the CP NVST App («Terms and Conditions») govern your ability to use certain mobile services provided by Creutz & Partners to investors of the C&P Funds via the CP NVST savings plan. By using the CP NVST App, you agree to, and acknowledge that you have read and understood these Terms and Conditions. These Terms and Conditions are in addition to any other agreements, rules, disclosures, procedures, standards, policies relating to your investment in C&P Funds. Except as specifically provided in these Terms and Conditions, all of the terms, conditions, agreements, disclosures, and fees as Creutz & Partners provides and amends them from time to time, shall remain in full force and effect. If these Terms and Conditions conflict with another agreement Creutz & Partners and/or the C&P Funds have with you, then these Terms and Conditions will control and take precedence only to the extent necessary to resolve the conflict or inconsistency. Additionally, your access to and use of mobile services will be subject to all of the terms or instructions that may appear on a screen when you activate, access or use the CP NVST App, and laws and regulations, as amended from time to time.

### 1. Requirements

To access your C&P Funds registered account(s) (the «Account(s)») through the CP NVST App, you must

- have an active registered account with C&P Funds SICAV/ CP NVST;
- download and install the CP NVST App from the App Store<sup>1</sup>;
- enter your CP NVST App user credentials (username, password).

### 2. CP NVST App - General

The CP NVST App provides several mobile services that allow you to access your Account(s) from anywhere, anytime, with a compatible and supported mobile device. These mobile services include, but are not limited to: viewing account balances, viewing amounts of shares held and viewing historical purchase prices. Other services may be available or may be added in the future. We reserve the right to modify the scope of the services at any time.

You accept responsibility for making sure that you know how to properly use the CP NVST App and we will not be liable to you for any losses caused by your failure to properly use the CP NVST App or the mobile device.

### 3. Responsibilities and Security of the Mobile Device

You represent that you are the legal/beneficial owner of the Account(s) and other information which may be accessed using the CP NVST App. You represent and agree that all information you provide to us in connection with the use of the CP NVST App is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the CP NVST App. You represent that you are an authorized user of the mobile device you will use to access the CP NVST App and that the mobile device will be password protected or have similar security in use.

You have the sole responsibility for maintaining the safety, security and integrity of the mobile device by which you access the CP NVST App. You agree not to leave the mobile device unattended while logged into the CP NVST App and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any person. You shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the mobile device, login information or any other means to access the CP NVST App, you will be held responsible for any disclosure of information and/ or transactions they undertake and we will not be liable for any damages resulting to you. You agree to not use the CP NVST App or the content or information delivered through the CP NVST App in any way that would be considered illegal.

You (on behalf of yourself, your estate, your heirs and all person who may claim through you) or, if an entity, its predecessors, successors and affiliates and its or their trustees, directors, officers, employees, agents and representatives and all persons who may claim through it hereby agree to indemnify, defend and hold Creutz & Partners, its directors, officers, employees service providers and agents harmless from any and all claims, actions, proceedings, judgments, losses, costs, damages, expenses and liabilities (including reasonable attorneys' fees and costs) we may suffer or incur as a result of your enrollment into the CP NVST App or registration of the mobile device.

### 4. Relationship to Other Agreements and Fees

You agree that you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider or internet services provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the CP NVST App and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

### 5. Your Username and Password

As soon as we have received your application for the use of the CP NVST App, you will be provided with a username and an initial password to access the CP NVST App. You may change your password by following the applicable online instructions. For security purposes, we recommend that you memorize your password and do not write it down. You are solely responsible for keeping your password, account numbers and other account data confidential. We recommend that you change your password regularly in order to reduce the risks of unauthorized access by others who might discover your password.

### 6. Protecting Your Account

In addition to protecting your account information and password, you acknowledge that you are responsible for taking precautions to protect your personal identification information and any other information that by itself or together with information on your Account(s) may allow unauthorized access. It is your responsibility to protect all such personal information with the same level of care that you protect your account information.

<sup>1</sup> App Store®, iPhone® and iPad® are registered trademarks of Apple, Inc.

#### 7. General Limitation on Liability; Third Parties

Except to the extent specifically provided in this Agreement, or where applicable law requires otherwise, you agree that neither we nor any of our third-party service providers or other agents shall be responsible for any losses, liability, damages, costs, expenses (including reasonable attorneys' fees), resulting in whole or in part from any act or failure to act of: (1) equipment or software; (2) internet browsers (including without limitation, Firefox, Chrome, Safari, or Internet Explorer); (3) internet access providers; (4) mobile/cellular phone service providers; (5) our service providers; or (6) an agent or subcontractor of any of the foregoing, as applicable. Neither we nor our service providers or agents or subcontractors shall be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, browser, the internet, or your access to or use of, or failure to access or use, any services through the CP NVST App.

#### 8. Availability of the Mobile Service

You can access your accounts through the CP NVST App seven (7) days a week, 24 hours a day. However, you recognize and agree that at certain times, some or all of the services of the CP NVST App may not be available due to system maintenance or circumstances beyond our control. You further agree and understand that the CP NVST App may not be accessible or may have limited utility over some mobile networks, and that there may be browser or other technical limitations specific to an individual mobile device that will limit or prevent access to the CP NVST App.

#### 9. Fees

There are no fees for accessing your Account(s) through the CP NVST App. However, you acknowledge that your internet service provider or mobile/cellular phone service provider may assess fees for your use of internet services or other services, generally. You are also responsible for any telephone charges incurred by accessing your Account(s) through the CP NVST App.

#### 10. Privacy Policy

By using the CP NVST App you agree to the Privacy Policy of Creutz & Partners. A copy of the Privacy Policy is available on our website at [www.creutz-partners.com](http://www.creutz-partners.com) and is incorporated in this Agreement as if set forth in full.

#### 11. Unauthorized Use

You shall notify us immediately if you believe another person has improperly obtained your mobile credentials and/or used the CP NVST App to access your Account information to allow measures to prevent further unauthorized use of the CP NVST App and/ or the loss of information on your Account(s).

#### 12. Termination/Restriction of Access

We may terminate, suspend or modify your access to the CP NVST App at any time without prior notice to you, for any reason, temporarily or permanently, except as may be required by law. Reasons we may suspend your access may for example be if you breach the terms of this Agreement, the terms of the End User License Agreement (EULA) or if another person has improperly obtained your mobile credentials and/ or used the CP NVST App to access your CP NVST account information.

#### 13. Assignment

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. Creutz & Partners may assign this Agreement to any affiliated entity or any successor. We may also assign or delegate any or all of our rights and responsibilities under this Agreement to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either Creutz & Partners or such service providers. Any reference in this Agreement to Creutz & Partners also shall be considered a reference to any service provider performing services under this Agreement on our behalf.

#### 14. Proprietary Rights

You may not copy, reproduce, distribute, modify or create work from this content. Further, you agree not to reverse engineer or reverse compile any technology relating to the CP NVST App, including, but not limited to, any software or other associated mobile device applications. You further agree that the CP NVST App is for your personal or business use only and you agree not to resell or make commercial use of it.

#### 15. Governing Law, Jurisdiction

This Agreement shall be governed by, and construed in accordance with the laws of the Grand Duchy of Luxembourg without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction. You hereby consent and agree that the District Court of Diekirch, Grand Duchy of Luxembourg shall have exclusive jurisdiction in all disputes in connection with this agreement.

#### 16. Severability

If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, will not in any way be affected or impaired.

#### CONTACT

For any notification, error, question and the termination in connection with the use of the CP NVST App, please contact us via one of the following:

1. Call us at +352 978 22 11 during customer service hours, 9:00 a.m. to 5:00 p.m. Monday through Friday or contact your client advisor directly.
2. Write us: Creutz & Partners Global Asset Management S.A.  
18, Duarrefstrooss  
L-9944 Beiler
3. Send us an e-mail: [CP-NVST@creutz-partners.com](mailto:CP-NVST@creutz-partners.com)