



GENERAL TERMS AND CONDITIONS (GTCs) OF THE WEBSITE URL SHORTENER

Applicable as of 25/03/2025

The Website aims to generate shortened URLs and their QR code, and to present their access statistics to manage communication campaigns.

- Publisher of the Website URL Shortener: BNP Paribas SA
- Registered with the Trade Register of Paris under the number: 662 042 449
- Share capital of: 2.261.621.342 euros
- VAT identification number: FR76662042449
- Head office: 16, bd des Italiens - 75009 Paris
- Legal Representative :Jean-Laurent Bonnafé, Administrateur Directeur Général de BNP Paribas
- Director of Publication: Jean Lemierre, Président du Conseil d'administration de BNP Paribas
- Contact: global_com_gpe_domain_names@bnpparibas.com (hereinafter referred to as the "Publisher")
- Hosting of the Website: Bearstech, 122 Rue Amelot 75011 Paris (hereinafter referred to as the "Hosting Provider")

Definitions:

« **Content** » means all information, publications, texts, photos, illustrations, soundtracks and any other content available on the Website.

« **Service** » means all or part of the functionalities that can be used and proposed by the Publisher on the Website, as described in Article 2 of these GTCs.

« **Website** » refers to URL Shortener.

« **User** » means any natural person with an active userID in OPAL (formerly RefOG): permanent employee contract, temporary employment contract, temporary staff, external assistant, those on an International Volunteer program, young people on work and vocational study schemes, work experience students – on a worldwide scope.

« **Third Party** » means any natural or legal person other than the BNP Paribas, the Publisher and/or a User.

1. PURPOSE AND ACCEPTANCE OF THE GTCs

These GTCs set out the operating rules and those for the use of the Website URL Shortener, which aims to enable the creation of shortened BNP Paribas 'branded' URLs and the associated QR code in order to facilitate the sharing of these links in the BNP Paribas communication ecosystem (BNP Paribas social networks accounts, websites and intranet sites, newsletters, press releases posters, kakemono, flyers, etc.).

The shortened URLs created via the Website are of the type: bnpp.lk.

The shortened links created by each User are used for communication campaigns (hereinafter "Campaign(s)"). The links created in these Campaigns are never deleted but can be archived or redirected to another content. The User who has created a shortened link can change its redirection.

By creating shortened URLs, each User will be able to access reporting information available on the Site to track the statistics of each link or more generally of the Campaigns. For example, each User will be able to measure the click rate in order to find out the Campaign's success rate and the virality of the message, to identify the sources of traffic in order to define the media preferred by the target, to know the geographical origin of the clicks and thus the people reached by the Campaign, or to know the date and time of access.

URL Shortener is a links shortener for internet URLs. For security reasons the creation of shortened links for intranet URLs is not allowed.

The use of the Website is subject to consultation, prior acceptance, without any reserve nor condition, of the GTCs and to their full compliance by the User.

2. DESCRIPTION OF THE FUNCTIONALITIES OF THE WEBSITE

Within the framework of the Services, the User can:

- Access to the Website and use it
- Create, modify a shortened link and its associated QR code
- Consult the access statistics of authorized links and campaigns
- Create a campaign and manage access authorizations and associated rights

3. ACCES TO THE WEBSITE

The Website is available to Users subject to compliance with the following conditions:

Any User may access the Site through a WebSSO authentication. The Site is accessible via the Internet network at this address URL <https://urlshortener.bnpparibas/>. It is expressly reiterated that the Internet is not a secure network.

The Site User acknowledges that they have the skills and the necessary means to access and use the Site.

Consequently, BNP Paribas cannot be held liable for any damages that may potentially be suffered by the User resulting directly or indirectly from the impossibility or difficulties encountered by the User in accessing or using the Site.

Access to the Site is free. Connection costs (access to and use of the telecommunication network) are the sole responsibility of the User, in accordance with the terms set by its access providers and telecommunication operators.

It is reiterated that the secrecy of correspondences is not guaranteed on the network, and that it is the responsibility of each user to take all appropriate measures to protect their own data and/or software from potential contamination by viruses circulating on the Internet.

More generally, BNP Paribas cannot be held liable for elements beyond its control or for damage which may be caused to the technical environment of the User and particularly their computers, software, network equipment or any other material used to access or use the Site.

Certain legislations may prohibit broadcast of or access to this Site or the use of data collection methods. It is the responsibility of the User to ensure that they are legally authorised to connect to this Site in the country (State) in which the connection is established.

The User acknowledges that he/she has the necessary skills and means to access and use the Website.

4. COSTS

Access to the Service is free of charge.

However, the User shall bear the connection costs invoiced by his/her Internet service provider when using the Service, as well as the telephone communication costs that the User shall make in connection with the use of the Service or for any requests for further information related to it.

5. OBLIGATIONS OF THE PARTIES

Obligation of the User

The User undertakes to comply with the provisions of the GTCs and all applicable laws and regulations when using the Website.

Users are reminded that the fact to access or to remain fraudulently in a computer system or to hinder or to damage the working of such a system, to introduce or to modify fraudulently data in a computer system constitutes a criminal offence subject to a fine and/or imprisonment.

In particular, the User undertakes to:

- (i) not compromise, damage, disable, overload, disrupt or interfere with the safety or operation of the Website or the information and operating systems of BNP Paribas or its service providers, if any;
- (ii) not jeopardize the normal operation or use fraudulently the Website, in any manner or form;
- (iii) not use or allow the use of the Website in an abusive way or unlawful manner, for fraudulent or malicious purposes; including, but not limited to, by pirating the Website or by introducing a malicious code, including viruses, or harmful data into the Website, by using any system, device or program to extract data or information from the Website or servers of the Website, by sending or storing documents containing viruses, worms, Trojan horses or other codes, files, scripts, agents or programs, harmful information, by interfering with or compromising the integrity or the performance of the Website and the data contain therein, or by attempting to obtain unauthorized access to the Website, its associated systems or networks.

All **Users** also agree not to generate, and broadcast shortened links and QR code which redirect to BNP Paribas content and Data likely to affect the rights and reputation of the BNP Paribas Group and any natural or legal person, and in particular the law of intellectual property and the image.

It is recalled that URL Shortener is a links shortener for internet URLs. For security reasons the creation of short links for intranet URLs is not allowed.

Any breach of the obligations detailed in this Article may lead to suspension of the provision of all or part of the Services for the User through the Website in accordance with Article 14 (“Termination”) of these GTCs, without prejudice to possible legal proceedings.

6. LIABILITY

BNP Paribas make best efforts to maintain a reasonable level of operation and availability of the Website. BNP Paribas reserves the right at any time, without prior notice, to limit access to the Website and its use by the User in order to perform maintenance operations or make changes. The Publisher cannot be held liable in the event of interruption in access due to these maintenances or updating operations.

The User is informed that Services are connected via the Internet network. He is warned of technical hazards that can affect this network and cause slowdowns or unavailability making the connection impossible. BNP Paribas shall not be liable with respect to Users for any failure of the lines, communication systems or any other system necessary for the use of the Website.

BNP Paribas is not responsible for malfunctions caused by internet service providers or content hosted by third parties in the context of the provision of the Website.

BNP Paribas strives to ensure the accuracy, completeness and updating of the information disseminated on the Website by him, of which he reserves the right to modify the content, at any time and without notice. BNP Paribas cannot, however, guarantee its accuracy, completeness, suitability for a specific use, veracity or lack of modification by a Third Party or a User.

The GTCs set out the full obligations and responsibilities of BNP Paribas, which cannot be bound by any other express or implied warranty against the User.

BNP Paribas cannot be held liable for any damage resulting from a fault, non-performance or improper performance attributable to the User, or from an unforeseeable and insurmountable event of a third party outside the provision of the Service or from a case of *force majeure*.

7. PROHIBITED BEHAVIOUR AND CONTENT

Prohibited comments, messages and activities

Each User undertakes to comply with the French legal regulations in force and in particular, without limitation, with the regulations relating to intellectual property rights and to unlawful, defamatory or abusive comments or content, as well as any regulations that would be applicable to it by reason of its activity or profession. BNP Paribas reserves the right to promptly delete any content that is found to be unlawful, suspected or contrary to the GTCs (hereinafter, “**Prohibited Contents**”). The responsibility of BNP Paribas cannot be engaged as a result of such withdrawal.

The Prohibited Contents may include, but are not limited to:

- mis représentation or impersonation
- unfair commercial practice
- harmful, threatening, abusive, harassing, vulgar, obscene, threatening to the privacy of others, hateful, racist, anti-Semitic, xenophobic, revisionist, negationist, abusive, defamatory, apologizing for war crimes and crimes against humanity, denigrating, violating the privacy of Third Parties, provocation to suicide or incitement to the commission of an offence or violence or otherwise reprehensible remarks
- harm to the person, in particular through the dissemination of photographic or video montages
- dissemination of violent and/or pornographic content, including but not limited to, through representations of a minor or a person with the physical appearance of a minor or in a situation of weakness or dependence
- disseminating false news, rumors, polls and simulations of unauthorized voting, or any message alleging or inciting cruelty to persons or animals
- comments or advice given making use, without right, of a title attached to a profession regulated by the public or regulatory authority or of an official diploma or quality the conditions of which are fixed by the public or regulatory authority

- comments or advice given in defiance of a legal, ordinal or ethical rule
- breach of judicial authority, trial or presumption of innocence
- transmission of any message the User is not authorized to broadcast the content of, in particular, but not limited to, internal, privileged, confidential information or the transmission of which would be in violation of Third-Party rights, including intellectual property right or image right, professional secrecy or breach of trade secrets;
- transmission of a promotional message not authorized by the GTCs or by BNP Paribas;
- transmission of any message containing computer viruses or any other code, tag, tag, link, data call, worm, Trojan horse, simultaneous massive connections, usurpation of technical identifiers, circumvention of security or communication protocols or data flows, records or programs designed to interrupt, destroy, alter or limit the functionality of any software, computer, computer system or telecommunication tool, without this list being exhaustive;
- comments that may be injurious to BNP Paribas as well as its directors, employees, suppliers, customers, shareholders and/or partners, or its reputation or that of its directors, employees, suppliers, which would be contrary to the laws and regulations in force in France, or that would prejudice public order and good morals or the rights of third parties ;
- the purpose of which is to provide commercial services, outside the written and prior agreement of BNP Paribas;
- The purpose of which is to offer gambling and engage in solicitation and/or prostitution or illicit activities or the illicit promotion or distribution of goods or services.

Report of Prohibited Content

Any User who is aware of any Prohibited Content, whether known or suspected, in the context of the use of the Website has the possibility to declare it without delay, in compliance with the provisions of Article 6 of the law "LCEN" (*Loi pour la confiance dans l'économie numérique* / the bill for building confidence in digital economy) and according to the menu made available within the disputed content or the Service, indicating:

- For natural persons: surname, first name, profession, domicile, nationality, date and place of birth;
- For legal persons: its form, name, registered office and the body that legally represents it;
- The date of notification;
- The description of the disputed facts and their precise location within or in connection with the Website or Services;
- The grounds on the basis of which the content must be withdrawn, including the legal provisions and evidence of fact, if any, according to a drop-down menu made available to the User;
- A copy of the correspondence addressed to the author or Publisher of the information or activities in dispute requesting its interruption, withdrawal or modification, or justification that the author or Publisher could not be contacted.

After checking a reported content, BNP Paribas shall remove the content if there indeed appears to be unlawful, non-compliant or erroneous. If necessary, and in accordance with applicable law, BNP Paribas promptly inform, and cooperate with, the relevant public authorities when such content has been brought to its attention.

Presenting a content or activity as Prohibited Content for the purpose of obtaining its removal or to stop its dissemination knowing this inaccurate information shall be punished by a term of one year's imprisonment and a fine of €15,000.

In the event of an action initiated against BNP Paribas by a Third Party or a User as a result of the unlawful or wrongful acts of a User with regard to the GTCs, the concerned User undertakes to guarantee and compensate BNP Paribas against any damage, loss or expense.

In the event that a report reveals a violation by a User of the laws and regulations in force or these GTCs, BNP Paribas reserves the right to suspend or delete his/her account.

8. INTELLECTUAL PROPERTY

RIGHTS DETAINED BY BNP Paribas

The Website and each of its composing parts are the exclusive property of BNP Paribas or licensed by Third Parties.

BNP Paribas grants the User a non-exclusive, non-transferable and non-sublicensable license to use the Website and to consult the content, for exclusively personal and non-commercial use, for the term of the applicable intellectual property rights and anywhere in the world, subject to compliance with the terms of these GTCs. No other rights are granted on the Website. The provision of the Website should under no circumstances be regarded as a transfer of ownership to the User.

The User is not allowed to:

- (a) copy or reproduce all or part of the Website, unless such copy or reproduction is related to the normal use of the Website, or is necessary for backup purposes;
- (b) rent, lend, sell, license or sublicense, distribute, assign, transfer or otherwise make available to a third party the Website, in whole or in part (including the object code and source code), in any form whatsoever;
- (c) translate, merge, adapt, alter or modify, in any manner, all or part of the Website;
- (d) integrate the Website, in whole or in part, in another program;
- (e) make changes or modifications to the central functionality or source code of the Website, or otherwise create any work derived from all or part of the Website;
- (f) disassemble or decompile the Website or any part thereof, or perform reverse engineering, except in cases expressly authorized by the applicable regulations (Article L. 122-6-1 (IV) of the French Intellectual Property Code).

2.4 The name, logo and any other distinguishing sign of BNP Paribas or associated with the Website (hereinafter, "**Marks**") are trademarks owned or licensed exclusively by BNP Paribas or its licensors. BNP Paribas or its licensors are the sole owners of the intellectual property rights that may be attached to the Marks. No right or license is granted to the User on the Marks.

9. HYPERTEXT LINKS

Hypertext links available on the Website may provide access to websites run by Third Party that are not edited by BNP Paribas. They are provided solely to facilitate the use of resources available on the Internet. If the User uses these links, he leaves the Website and then agrees to use the Third-Party websites at his/her own risk or, if applicable, pursuant to their terms and conditions. BNP Paribas cannot be held liable in any way whatsoever for these hyperlinks.

The User may not use and/or insert a hypertext link directed to the Website without the prior express written consent of the BNP Paribas on a case-by-case basis.

It is the User's responsibility to take the necessary precautions to ensure the absence of computer viruses on the applications, websites and external sources visited.

Any User creating a shortened link, and its associated QR code, commits to verifying the content of the target URL, to ensure that the content conforms to the expected, the absence of inappropriate content, and the absence of malicious code or virus.

The User undertakes to update the shortened link if:

- Target URL content is altered
- Target URL is decommissioned

10. PERSONAL DATA

When the Users use the Website, some of their personal data may be brought to the attention and collect by BNP Paribas. For more information on the collection and processing of personal data, Users should consult the Personal Data Policy :

https://asset.mediahub.bnpparibas/is/content/bnpparibas/DPN_URLShortener

11. COOKIES

The User is informed that during his/her visits to the Website, cookies may be installed on his terminal. For more information about cookies, Users should consult the Cookie Policy <https://urlshortener.bnpparibas/policy>.

12. DURATION AND MODIFICATION OF GTCs

The present GTCs come into force from the date of their acceptance by the User until its termination under the conditions described in Article 15 ("Termination").

BNP Paribas may change at any time and without notice the GTCs. In the event of a change to the GTCs, BNP Paribas will indicate on the Website the date of update of the GTCs. For all useful purposes, GTCs may be printed and/or saved and remain in any case always available on the Website in their current version.

It belongs to the User to read the latest version of GTCs at each connection on the Website.

Nevertheless, any modification of the GTCs will be communicated to the User by a "pop-up" that will appear on the User's connection screen. The latter will then have to read and accept the new version of the GTCs in order to be able to log on to the Site.

13. EVOLUTION OF SERVICE

The Service may be subject to change or be replaced at any time, in particular such as to reflect technological developments. The User will be informed by a message interne. These GTCs may also change accordingly.

14. TERMINATION

In the event of failure by the User to comply with all or part of the stipulations of the GTCs, BNP Paribas reserves the right to suspend or definitively close his/her account without delay, neither legal formality nor prior formal notice, and without compensation.

15. CLAIMS

Claims relating to the operation and use of the Website should be addressed to global_com_gpe_domain_names@bnpparibas.com.

16. TECHNICAL ASSISTANCE

For any questions relating to activation, use of the Service, BNP Paribas provides the User with a technical support service in accordance with the following procedures:

By email to global_com_gpe_domain_names@bnpparibas.com.

17. APPLICABLE LAW

These GTCs are governed by French law.

18. CHOICE OF JURISDICTION

In the absence of amicable resolution, any dispute shall be expressly referred to the competent Courts.