

**ACUPAY SYSTEM LLC**  
**TERMS OF ACCESS AND PRIVACY POLICY**  
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Welcome to this Acupay platform ("the Site") through which you will be able to consult information about our services, which may include tax relief, corporate actions, and related underlying information, certifications and documentation requirements. By accessing or using the Site you agree to follow and be bound by the following terms. If you do not wish to accept these Terms you may not access the link to or use this Site for any purpose. Any terms and conditions proposed by you which are in addition to or which conflict with these Terms are expressly rejected by Acupay and shall be of no force or effect. Acupay may revise these terms at any time without notice and the revised terms will take effect when posted.

### **INFORMATION ABOUT US**

This Site is operated by Acupay System LLC ("We" or "Acupay"). Our headquarters are in New York (30 Broad Street, 46th Floor, NY 10004). We are also registered in England under number FC026354 and our UK trading address is Unit 2, 242 Kingsland Road, London E8 4DG.

### **ACCESSING THE SITES**

Unless specifically agreed by Acupay as part of a separate contract, we do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change any part of our Site without notice. We will not be liable to you if for any reason beyond our reasonable control, our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. Access to the Site via an intermediary interface or program such as a bot, web crawler or the like is prohibited.

You may not use the Site in any manner that could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of it. You may not use any system or software to extract data from the Site.

You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You will only upload on or through the Site information that you have the right and authority to share with Acupay for the purposes of executing the Acupay services for which you have registered.

You will not upload any content that is false or misleading, defamatory, in breach of another's privacy, intellectual property rights or confidentiality or otherwise unlawful or a breach of any regulation or code.

## **ACCESSING (PARTS OF THE) SITES THAT ARE PASSWORD PROTECTED**

Access to and use of the Site is restricted to authorised users only. You agree not to share your password, account information or access to the Site with any other person. You are responsible for maintaining the confidentiality of your password and account information and you are responsible for all activities that occur under your password or account as a result of your access to the Site. You agree to notify Acupay immediately of any unauthorised use of your password or account. If you believe your password has been compromised, please contact [ateam@acupay.com](mailto:ateam@acupay.com). If your personally identified information changes or if you no longer desire to use the Site, you may correct, update, delete or deactivate your account by emailing [ateam@acupay.com](mailto:ateam@acupay.com).

## **INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You may print off copies, and may download extracts, of any page(s) from our Site for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us.

## **LIMITATION OF OUR LIABILITY**

Nothing in these Terms of Access excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

Unless specifically agreed by Acupay as part of a separate contract, we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We assume no responsibility for the content of any third party websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## PRIVACY AND SECURITY

Acupay is committed to ensuring security of personal data that it processes. To prevent unauthorised access or disclosure, maintain data accuracy and ensure the appropriate use of personal data, Acupay has adopted appropriate physical, electronic and managerial procedures to safeguard and secure the personal data we process. Acupay strives to protect the privacy of the personal data it processes and inadvertent disclosure is unlikely. Acupay will take all reasonable steps to prevent inadvertent disclosure, however we cannot guarantee that third parties will never be able to defeat those procedures or use personal information for improper purposes.

### Personal Data Acupay Collects

In most cases where Acupay collects personal data, it does so on behalf of another entity in its function as an agent or data processor. Acupay will only collect the personal data needed to fulfill its duties, and it will not use personal data collected for one purpose for another incompatible purpose. Personal data will only be retained for as long as necessary and in relation to the purpose for which it was collected. Acupay does not own the data that is submitted.

The personal data that Acupay collects will depend on the circumstances of your interaction with Acupay and the products, services and systems that you use or for which your data has been submitted on your behalf. The data that Acupay collects will not include more than the following, according to the service being provided:

#### General

##### *Categories: Identifiers*

- Name
- Full physical address (street and postal code) and country of residence
- National identification number
- Date, city, and country of birth

*Categories: Identifiers, Customer Records, Commercial Purchasing Information, Internet/Network Activity, Geolocation Data, Employment Information*

- Place of employment
- Title
- Email address (work or personal)
- Telephone number (work or personal)
- Information about securities holdings and trade activity
- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform
- Information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Site (including date and time); subjects you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page

Acupay Online Wizards

*Categories: Identifiers, Biometric Information, Internet/Network Activity, Geolocation Data, Employment Information*

- Email address (work or personal)
- Telephone and fax number (work or personal)
- IP address
- Signature

Acupay System / Tax Processing Services (TPS) System: Authorised Users

*Categories: Identifiers, Customer Records, Biometric Information, Internet/Network Activity, Geolocation Data, Employment Information*

- Place of employment
- Title and department
- Email address (work)
- Telephone and fax number (work)
- IP address
- Signature
- Use of Acupay Systems, including time of login/logout and tax relief submission entry

Acupay System / Tax Processing Services (TPS) System: Beneficial Owner Data

*Categories: Identifiers, Customer Records, Commercial Purchasing Information*

- Information about securities holdings and trading activity
- Gender
- *For Delhaize ADS reclaims only:* Bank account details (bank statement now required for all reclaims)

Tax Reclaim Services: Beneficial Owner Data

*Categories: Identifiers, Customer Records, Legally Protected Characteristics, Commercial Purchasing Information, Biometric Information, Information Detected by Senses, Employment Information*

- Place of employment
- Title
- Email address (work or personal)
- Telephone and fax number (work or personal)

- Bank account details
- Information about securities holdings and trading activity
- Copy of ID documents (driver's license, passport)
- Most recent tax filing data
- Gender
- Signature
- *If you visit one of Acupay's offices only: CCTV footage / electronic records*

#### Transfer Agent Services

*Categories: Identifiers, Customer Records, Commercial Purchasing Information, Biometric Information, Information Detected by Senses*

- Email address (personal)
- Telephone and fax number (personal)
- Bank account details (if funds are to be wired directly to you)
- Information about securities holdings and trading activity
- Copy of ID documents (driver's license, passport, W-8 BEN)
- Signature

#### How Acupay Uses Personal Data

Acupay's use of personal data is dependent on its role and the service(s) it is providing. In all cases, Acupay will use the personal data that has been provided only in ways that are compatible with the purpose for which it was provided and only when the law allows it to do so. Normally, Acupay will use your personal data for the following situations:

- Where necessary to perform a contract Acupay is about to enter into or has entered into
- Where necessary to comply with legal or regulatory obligation(s)
- Where necessary to pursue our legitimate interests, except where such interests would be overridden by the interests, fundamental rights, or freedoms of the data subject

#### Purposes For Which Acupay May Use Personal Data

Acupay may use the personal data categories and types listed above for purposes such as:

##### Acupay's Corporate Website

For Acupay's corporate website, Acupay operates as a data controller. We may use your information to ensure that content from our Site is presented in the most effective manner for you and for your computer and improve our Site. It may also be used to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes. Acupay may use the data as part of its efforts to keep its Site safe and secure.

##### Acupay System / TPS System Authorised Users

For Acupay System / TPS System authorised users, Acupay operates as a data controller. Acupay uses the personal data provided to identify users that have been authorized to access the relevant system. It may also be used to contact you to alert you to certification or payment events that may affect the custodian bank at which you are employed or for customer support. It may also be used to send you information about new or updated features on our systems. In order to meet tax relief requirements, some information provided may also be included on tax

relief documentation created while using our Site which may require your signature.

#### Acupay System / TPS Beneficial Owner Data

For beneficial owner data, Acupay operates as a data processor for its users, who either act as data controllers or delegate the function to their selected third parties. Acupay maintains only that data which the Acupay System / TPS users have asked it to process. The personal data provided is used to meet tax reporting requirements for the relevant country so that the data subject can comply with the requirements and receive favorable tax treatment in relation to the income event(s) that they would be entitled to. For further information, please refer to the custodian bank through which you held or currently hold securities that have had one or more tax relief request submitted using the Acupay System or TPS.

#### Acupay Online Wizards

For Acupay's Online Wizards, Acupay operates as a data controller for its users. Acupay uses the information provided to pre-populate documentation that is used to satisfy documentation requirements for certain tax authorities. For example, the created documents can be used to comply with the German tax authority's tax reclaim document requirements for automated audits (DTV Wizards). If necessary, Acupay will use the contact details for customer support or to request clarification or further information in order to satisfy any inquiries that we have or the inquiries of the relevant tax authority.

#### Tax Reclaim Services

For Acupay's Tax Reclaim Services, Acupay operates as a data controller when entering into a Tax Relief and Reclaim Agreement and if you work with us directly to complete the paperwork necessary to facilitate the tax relief or reclaim request. Acupay operates as a data processor if it works with your authorised representative to complete the paperwork related to the tax relief or reclaim request. Acupay uses the personal data to complete tax forms needed to request post-payment tax refund(s) from the relevant foreign tax authorities and send the invoice for Acupay's processing fee(s) to the data subject.

#### Transfer Agent Services

For Acupay's Transfer Agent Services, Acupay operates as a data processor. Acupay uses the personal data provided to fulfil our duties as the transfer agent, which includes maintaining an accurate and current bondholder registry, issuing bond certificates, monitoring and processing security transfers, and assisting with payment distribution to the relevant bondholders.

Please refer also to our Cookie Policy below.

#### Third Parties With Whom Your Personal Data is Shared

Acupay does not sell personal data, but in order to provide its products and services, it may disclose the personal data categories and types listed above with third parties such as:

#### Acupay Corporate Website

For Acupay's corporate website, we may share your personal data with our business partners, suppliers and sub-contractors for the performance of any contract we enter into with you. Additionally, the personal data may also be shared with analytics and search engine providers that assist us in the improvement and optimization of our site.

## Acupay System / TPS System Authorised Users

For Acupay System / TPS System authorised users, we may share your personal data with the paying agent, depository bank, tax authority, or sub-processor relevant to the project for which you have submitted tax relief or reclaim requests.

## Acupay System / TPS Beneficial Owner Data

For beneficial owner data submitted through Acupay System or TPS, we may share your personal data with the issuer, paying agent, tax authority, sub-processor, or co-processor relevant to the project for which your beneficial owner data has been submitted for tax relief or reclaim requests.

## Acupay Online Wizards

For Acupay's Online Wizards, we may share your personal data with the tax authority relevant to the Online Wizard which you have used.

## Tax Reclaim Services

For Acupay's Tax Reclaim Services, we may share your personal data with the paying agent or tax authority relevant to the country and/or issue for which you are filing a tax relief or reclaim request.

## Transfer Agent Services

For Acupay's Transfer Agent Services, we may share your information with the issuer of the security who has appointed Acupay as its transfer agent.

## [Do Not Sell My Personal Information](#)

### Data Retention

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purpose of satisfying any legal, regulatory, tax, accounting or reporting requirements. We also consider the amount, nature and sensitivity of the personal data.

### How to Access and Manage Your Personal Data

Under recent regulations, such as the General Data Protection Regulation 2018 ("GDPR") and the California Consumer Privacy Act ("CCPA"), data subjects have the right to obtain access to, correct, amend, and request erasure or restriction of disclosure of their personal data. To request access to, correction, amendment, deletion or restriction of this information, a data subject should:

- **For Acupay System / TPS Authorised User, Acupay Online Wizards, or Transfer Agent Services data:** Submit a Subject Access Request to [compliance@acupay.com](mailto:compliance@acupay.com) to the attention of our Risk and Compliance Officer. Please include the subject "Subject Access Request" when requesting this information. A form to assist you with this is available [here](#). Note that we may need to request specific information from you to help us confirm your identity. We endeavour to respond to all legitimate requests within one month. You can also contact our Risk and Compliance Officer in New York toll-free at +1 888 385 2663 if you have any questions.
- **For beneficial owner data submitted on the data subject's behalf by another party via the Acupay**

**System / TPS System for tax relief:** Please contact the data controller.

Acupay will not discriminate against data subjects who exercise these rights.

## Privacy and Security Practices

Acupay is a global company with operations in several countries. We have developed global data practices designed to ensure that personal information is appropriately protected. The data that we collect may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). We will take all steps reasonably necessary to ensure that personal data is treated securely and in accordance with this Privacy Policy.

In relation to personal data stored in the USA, Acupay complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. Acupay has certified to the U.S. Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield Principles, the Privacy Shield Principles shall prevail. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>. For the purposes of enforcing compliance with the Privacy Shield program, Acupay is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission.

Acupay complies with the GDPR regarding the collection, use, and retention of personal data of EU citizens. If there is any conflict between the terms in this Privacy Policy and the GDPR, the GDPR shall prevail. To learn more about the GDPR, please visit <https://www.eugdpr.org/>. For the purposes of enforcing compliance with the GDPR, Acupay is subject to the investigatory and enforcement powers of the UK's Information Commissioner's Office (ICO) (<http://www.ico.org.uk>).

Acupay also complies with the CCPA regarding the collection and use of personal data of California residents. If there is any conflict between the terms in this Privacy Policy and the CCPA, the CCPA shall prevail. To learn more about the CCPA, please visit <https://oag.ca.gov/privacy/ccpa>. For the purposes of enforcing compliance with the CCPA, Acupay is subject to the investigatory and enforcement powers of the California's Office of the Attorney General.

Acupay may transfer personal information to our third party agents or service providers who perform functions on our behalf. Where required by the Privacy Shield or regulations in other jurisdictions that have the same purpose, we enter into written agreements with these third parties requiring them to provide the same level of protection the Privacy Shield or regulations in other jurisdictions that have the same purpose require and limiting their use of the data to the specified services provided on our behalf. We take reasonable and appropriate steps to ensure that third party agents and service providers process personal data in accordance with our Privacy Shield obligations or obligations of regulations in other jurisdictions that have the same purpose and to stop and remedy any unauthorised processing. Under certain circumstances we may remain liable for the acts of third parties who perform services on our behalf for their handling of personal data that we transfer to them.

Note that Acupay may disclose personal information to third parties if we are under a duty to disclose or share that data in order to comply with any legal obligation, in response to lawful requests by public authorities, including requests to meet national security or law enforcement requirements, or in order to enforce or apply our Terms of Access.

## Complaints

In compliance with the Privacy Shield Principles, Acupay commits to resolve complaints about the collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should

first contact our Risk and Compliance Officer by email at [compliance@acupay.com](mailto:compliance@acupay.com). Please mention "PRIVACY/DATA PROTECTION POLICY" in the subject of your inquiry for the attention of our Risk and Compliance Officer.

Acupay has committed to cooperate with the panel established by the EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints concerning personal data transferred from the EU. If you do not receive timely acknowledgment of your complaint from Acupay, or if Acupay has not addressed your complaint to your satisfaction, please contact ICO (<http://www.ico.org.uk>) for more information or to file a complaint. The services of ICO are provided at no cost to you.

You may have the option to select binding arbitration for the resolution of your complaint under certain circumstances, provided you have taken the following steps:

- raised your complaint directly with Acupay and provided us with the opportunity to resolve the issue;
- made use of the independent dispute resolution mechanism operated by the ICO; and
- raised the issue submitted to ICO with the US Department of Commerce and allowed the US Department of Commerce an opportunity to resolve the complaint.

For more information on binding arbitration, see the US Department of Commerce's Privacy Shield Framework: Annex 1 (Binding Arbitration).

## MARKETING

When registering on the Site, you may have the option of receiving promotional information, press releases and newsletters. From time to time we may send users of our systems e-mail messages with new site feature announcements, enhancements, maintenance information and general updates. We provide you the opportunity to 'opt-out' of having your personally identifiable information used for certain purposes, when we ask for this information. If you no longer wish to receive our newsletter and promotional communications, you may opt-out of receiving them by following the instructions included in each newsletter or communication or you may email us at [unsubscribe@acupay.com](mailto:unsubscribe@acupay.com).

## COOKIES

We use cookies on this Site. We do not link the information we store in cookies to any personally identifiable information you submit while on our site. We use both session ID cookies and/or persistent cookies. We use session cookies to make it easier for you to download documents on the site. A session ID cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. You can remove persistent cookies by following directions provided in your internet browser's "Help" file. Our web analytics product may use cookies to track page views and users on the site. This information is only used to analyse the traffic on our websites by Acupay. This information is not tied to personally identifiable information. If you reject cookies, you may still use our site, but your ability to use some areas of our site, such as document downloads will be limited.

## APPLICABLE LAW

This Terms of Access and Privacy Policy, its subject matter and its formation, are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

If any portion of these Terms of Access should be determined to be illegal, invalid or unenforceable, the remainder

will survive and remain in full force and effect.

## CHANGES

We review our Privacy Policy at least on an annual basis. This version was last updated in February 2020.

## CONTACT US

If you have any queries or complaints about this Policy or if you require guidance as to which category of user you fall within, Acupay has a data protection representative who may be contacted by phone at +1 888 385 2663 or by email at [compliance@acupay.com](mailto:compliance@acupay.com).