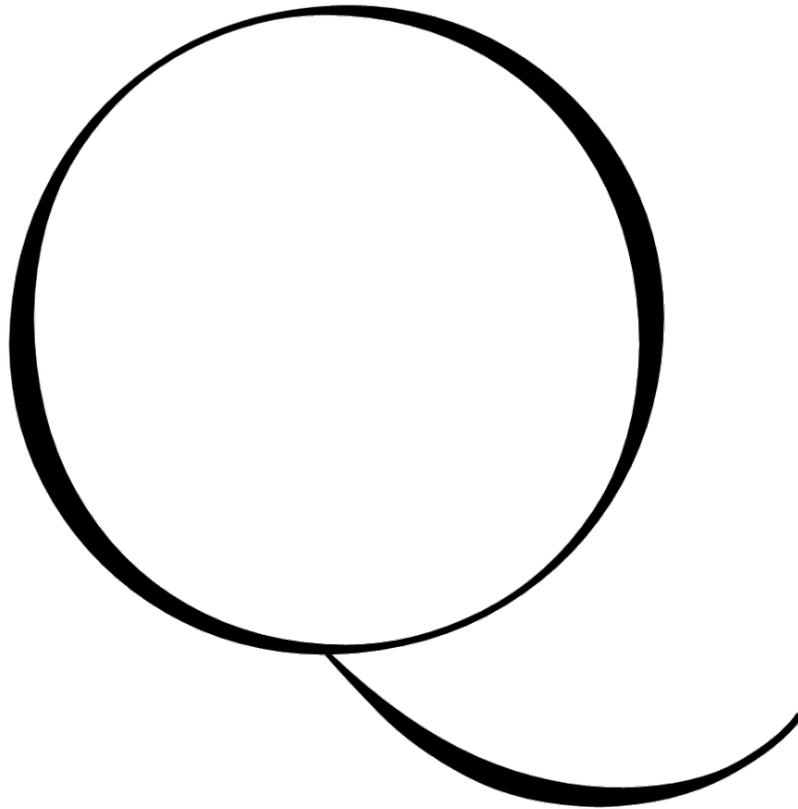


General terms and conditions / Cancellation policy

QUIN Technologies GmbH

www.getquin.com including all subdomains and aliases.



Status: 15.10.2020

§ 1 Contracting Party

On the basis of these General Terms and Conditions (GTC), a contract is concluded between the customer (registered user of the website, see § 3 of these GTC) and the:

QUIN Technologies GmbH

represented by the managing director: Christian Rokitta

Address: Besselstrasse 14, 10969 Berlin

Commercial register: Charlottenburg

Commercial register number: HRB 217297 B

Sales tax identification number: DE330970071

hereinafter referred to as "Operator".

§ 2 Scope of application

2.1 These GTCs regulate the purchase of services via the Operator's online platform (www.getquin.com including all sub-domains and aliases).

2.2 These terms and conditions apply to all services and services offered on getquin.com and all subdomains and aliases (including mobile App "QUIN"). Whenever getquin.com, or services are described in these terms and conditions, this also applies to getquin.com including all subdomains and aliases.

2.3 Deviating, conflicting or supplementary General Terms and Conditions of Business shall not become part of the contract, even if known, unless their validity is expressly agreed in writing.

2.4 The operator is entitled to change and adapt these GTC during the term of the contract with effect for the future, if this becomes necessary for a compelling reason. Such a compelling reason could be, for example, compelling operational reasons or changes in laws or case law, or if only new services of the provider (such as the expansion of the service offering) are introduced. The operator will send the customer the changed conditions in text form before they become effective and will separately

point out the new regulations and the date of entry into force. At the same time, the operator will grant the customer a period of at least four weeks to declare whether he accepts the amended GTC for further use of the services. The period begins with the receipt of the message in text form. If no declaration is made by the customer within this period, the changed conditions shall be deemed agreed. The operator will separately inform the customer about this legal consequence, i.e. the right of objection, the objection period and the meaning of silence, at the beginning of the period. This does not apply to changes in the parties' main contractual obligations, with the exception of pure extensions of the operator's services offered.

§ 3 Subject matter of the contract

3.1 getquin.com is an online platform created and operated by the Operator and accessible via a web browser or mobile application (app), on which registered clients can create and manage virtual securities portfolios using the web application provided by the Operator. The service includes the creation of risk profiles, ETF (Exchange Traded Fund) portfolios as well as the automatic selection of suitable ETF products and varies depending on the membership chosen by the customer (see also section 5.2). For details of the respective offer, please refer to the product description on the offer page (www.getquin.com).

3.2 The creation of portfolios is purely virtual, i.e. the operator does not carry out financial transactions for or on behalf of the user, and no real financial transactions are carried out; instead, the software is used for illustration purposes to make it easier for customers to create and manage their assets independently.

3.3 The operator uses external data sources as a basis for some of the services offered. This data is partly transferred to the operator's systems without prior verification. The operator therefore reserves the right to correct any data subsequently.

3.4 The operator will make every effort to provide the services with as unrestricted availability as possible throughout the year. Irrespective of this, there may be times of limited availability, especially when work is required to improve the security or integrity of the servers or to carry out technical improvements or updates of versions of the Services and these serve to ensure the proper or improved provision of the Operator's services (e.g. maintenance work). The operator is permitted to take such measures to the extent necessary and to restrict the scope of use to a reasonable extent at reasonable times.

3.5 The services of the website are partly offered against payment (hereinafter referred to as "paid membership"). The customer can choose between different memberships, each of which has a different scope of services. The current scope of services of the individual memberships is described by the operator on the website www.app.getquin.com/plans.

§ 4 Conclusion of contract

4.1 In order to use the services on getquin.com, a registration on the online platform is required. By clicking on the button "Register" after having gone through the registration process and, if necessary, entering the payment data, the customer submits an offer, which is accepted with a welcome email from the operator. This agreement entitles the client to use getquin.com and access the services included in the membership at the time of membership (hereinafter referred to as "agreement"). The scope of services is limited depending on the membership (see also section 5.2).

4.2 The contract is concluded exclusively in electronic business transactions. In this context, the presented offers represent a non-binding invitation to submit an offer through the customer order, which the operator can then accept.

4.3 The registration on getquin.com and use of the Operator's services is only permitted to natural persons and legal entities of full age and full legal capacity. By registering in the name of a legal entity, a natural person assures at the same time that he/she is personally authorized to represent the legal entity. The operator therefore reserves the right to obtain suitable evidence before authorizing use.

4.4 The customer must provide his e-mail address and a personal password when registering his user account. The customer's personal data can be edited in the profile area of the services. The stored data is used in reports created for the customer. The offer getquin.com is only intended for customers for whom the use is legally permitted. The operator therefore reserves the right to exclude users from using the services without notice, even retroactively or in the event of changes to the data stored in the profile on the basis of information on residence, nationality or other regulatory or supervisory reasons.

4.5 The user assures that all information provided by him to the operator is correct and complete. Legal persons are liable for their organs as well as representatives and employees. The submission of incorrect or incomplete data entitles the operator to terminate the membership without notice.

4.6 The customer is obliged to inform the operator immediately and without request about future changes of personal data. This applies both to the data submitted during registration and to the data of the user profile.

4.7 There is no right to use the services of getquin.com prior to registration. The operator reserves the right to reject customers without giving reasons.

4.8 The chargeable services are billed per user. A paid membership may only be used by a single customer. If the customer is a legal entity, the login data must only be made available to one employee at a time. If, for understandable reasons, a change of the employee assigned to use the membership should occur, a transfer of the access data is permitted; the customer is liable for ensuring that several persons do not use an account in parallel. This concerns both simultaneous accesses and parallel accesses. In addition, the customer is liable for ensuring that the persons acting on his behalf observe the General Terms and Conditions defined in this document when using the services. The provisions of these General Terms and Conditions regarding the provision of data and confidentiality of access data apply accordingly to those persons who use the services of getquin.com on behalf of or for the account of a legal entity.

4.9 The user is not entitled to pass on his access data to third parties (for legal entities, section 4.8 applies accordingly. Legal entities within the meaning of Section 4.8 are not "third parties"). The customer undertakes to inform the operator immediately and to change his access data if there are indications of unauthorized use by a third party. Furthermore, the operator reserves the right to exclude customers from the use of the services without notice in the event of irregularities or other conspicuous features in the use of the services which give reason to suspect unauthorized use by third parties.

§ 5 General obligations of the user

5.1 The User agrees to refrain from any action that may adversely affect the infrastructure, functionality or one or more functionalities of getquin.com in any way. Any use of third-party software and any extraction or external processing of data is not permitted.

5.2 The offer of the Operator is not directed at politically exposed persons (PEP) within the meaning of the Money Laundering Act (AMLA) and US persons within the meaning of the US Security Act of 1933. If the customer is a politically exposed person or a US

citizen, the conclusion of a contract is therefore excluded as well as the continuation of an already existing contractual relationship.

5.3 If circumstances occur after the conclusion of the contract, on the basis of which the customer could be considered a politically exposed person (PEP) or US citizen, the customer is obliged to notify the operator immediately.

5.4 The user commits himself to inform the operator immediately upon request (e.g. by email) about his personal data, especially name, address and date of birth.

§ 6 Services of the operator

6.1 getquin.com offers various services related to the structuring and monitoring of financial portfolios.

6.2 These services are offered in different memberships, some of which are subject to a monthly fee. The current scope of services of the respective membership is presented on the website www.getquin.com/#subscriptions.

6.3 In principle, the Services offer the User the possibility of creating individual portfolios, individualized according to the scope of services, as well as additional services aimed at reducing the costs in the trading process of these ETFs. These services are basically of a purely informative nature and are intended to provide guidance to users when designing ETF portfolios.

6.4 getquin.com will automatically generate protocols regarding use of the Services as necessary. By registering at www.getquin.com, the customer expressly agrees that any protocols (including any regulatory documents) are made available by the provider exclusively in digital form. These contain the time and date of use, the personal data of the user profile used (if existing), as well as the data entered on getquin.com and the results displayed by the software. These protocols must be saved on the user's local device immediately after using the services. getquin.com assumes no liability for the permanent availability of these protocols in the user's personal profile. Regulatory retention periods by the operator are not affected by this.

6.5 getquin.com reserves the right to suspend, limit or modify the Service at any time. This applies in particular against the background of potentially changing legal, regulatory or other supervisory conditions.

6.6 In the event that the services are discontinued, the contract shall end at the time of discontinuation. If the monthly fees for the service month of recruitment have already been collected for that month, they will be refunded to the payment method specified in the registration process.

§ 7 Duration of contract

7.1 The contract begins with the activation of the customer by the operator. The contract is for permanent services. The contract is concluded for an indefinite period. The contract has a minimum contract period. This minimum contract period is one month. If the customer does not terminate the contract, it will be automatically extended for another month. Each contracting party has the right to terminate the contract at any time without giving reasons. The right to extraordinary termination for good cause, in particular the repeated violation of the main contractual obligations as well as the General Terms and Conditions (see 7.2), remains unaffected.

7.2 The right of both parties to terminate without notice for good cause remains unaffected. In particular, the Operator may terminate the contract without notice if the User has provided incorrect or incomplete information during registration and participation of the specified data, or if the User repeatedly violates other contractual obligations and does not refrain from violating the obligation even after being requested to do so by the Operator.

7.3 As far as a cancellation has been made by the operator, the customer is not entitled to the creation of a new user account.

§ 8 Fees and costs

9.1 All prices are final prices and include the statutory value added tax. Additional services that are subject to charges are explicitly stated by the operator. The costs of the respective memberships can be viewed at www.getquin.com.

§ 9 Terms of payment

10.1 The customer has only the following payment options: direct debit and credit card. Other payment methods are not offered and will be rejected. The invoice amount will be collected by the operator by means of direct debit from the customer's specified account on the basis of the direct debit authorization. When paying by credit card, the

customer must be the cardholder. The load is applied for the first time after the end of the fortnightly test phase and then at the first of each performance month. The first month of service begins one month after the credit card or bank account is first charged. The payment is due without deduction. After expiry of the payment period, which is thus determined by the calendar, the customer is in default even without a reminder.

10.2 If a payment cannot be made, all resulting costs shall be borne by the customer. This includes, in particular, bank charges in connection with the return of direct debits and comparable charges, provided that the customer is responsible for the charges incurred.

10.3 The operator reserves the right to charge an expense allowance for the deletion of user accounts, if the customer violates the obligations of these General Terms and Conditions and the customer is responsible for this violation.

§ 10 Electronic communication

11.1 Communication with customers is generally carried out electronically via the Operator's platform or by e-mail. This applies in particular to documents associated with the use of the Services (e.g. minutes and statements of account).

11.2 The customer agrees to electronic communication and in this respect waives the dispatch of documents by post.

11.3 The Operator reserves the right to deliver documents generally or in individual cases by post, if postal delivery is or becomes necessary due to legal requirements or if the Operator considers this to be appropriate after weighing the interests of the Customer.

11.4 For regulatory reasons, the operator may be obliged to record and store customer communications.

§ 11 Right of revocation

Consumers within the meaning of § 13 BGB are entitled to a statutory right of revocation in accordance with the following information.

Right of withdrawal

You have the right to revoke this contract within fourteen days without giving reasons.

The revocation period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us, QUIN Technologies GmbH, Besselstrasse 14, 10969 Berlin, Germany, Email: info@getquin.com by means of a clear statement (e.g. a letter, fax or email sent by post) of your decision to withdraw from this contract. You can use the attached sample [withdrawal form](#), which is not mandatory.

In order to comply with the revocation period, it is sufficient to send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this Agreement, we shall reimburse you for all payments we have received from you, including delivery charges (other than any additional charges arising from your choosing a different method of delivery from the cheapest standard delivery offered by us), immediately and no later than fourteen days from the date on which we receive notice of your revocation of this Agreement. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

If you have requested that the services be commenced during the cancellation period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided by the time you inform us of the exercise of the right of cancellation in respect of this Agreement compared to the total scope of the services provided for in the Agreement.

§ 12 Disclaimer of liability

13.1 Claims for damages by the customer are excluded, unless something else arises from the following reasons. This also applies to the operator's representative and vicarious agents if the customer asserts claims for damages against them. Excluded are claims for damages of the customer due to injury to life, body, health, if the operator is responsible for these, or essential contractual obligations, which are necessary to achieve the contractual goal. This also does not apply to claims for damages after grossly negligent or intentional breach of duty by the operator or his legal representative or vicarious agent. Furthermore, the limitation does not apply to

damages which are based on the absence of a warranted characteristic or for which liability is provided for under the Product Liability Act.

13.2 The customer shall be liable for the infringement of the rights of third parties as well as a violation of legal regulations or requirements by himself and directly. The user undertakes to indemnify the operator from all claims for damages by third parties arising from the non-observance of the obligations arising from these General Terms and Conditions or from a breach by the customer of statutory regulations or requirements.

13.3 The Operator makes every effort to ensure the highest quality of services provided on getquin.com. However, the Operator does not assume any liability for the correctness, completeness, timeliness or accuracy of the information, allocations, rates, indices, prices, calculations, news, analyses, general market data and other accessible contents within the scope of the services offered on getquin.com.

13.4 The Operator does not assume any liability for monetary damages of any kind incurred by the User as a result of implementing the services represented by getquin.com in his/her real banking portfolio.

13.5 The operator stores the data of the customers with the greatest possible care. Nevertheless, a partial or complete loss of data of a customer, both with regard to personal data and data in connection with the use of the services, cannot be completely excluded. A liability of the operator for data loss of any kind is excluded. The operator therefore recommends that users carry out regular data backups.

§ 13 Prohibition of assignment and pledging

Claims or rights of the customer against the operator may not be assigned or pledged without the operator's consent, unless the customer has proven a legitimate interest in the assignment or pledge. The operator reserves the right to transfer all or individual rights from this contract to third parties, provided that this is permitted under the data protection guidelines applicable at that time. The operator will inform the user about this two weeks before the intended transfer.

§ 14 Language, place of jurisdiction and applicable law

The contract shall be drawn up in German. The further execution of the contractual relationship will be in German. The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. For consumers, this only applies insofar as no legal provisions of the state in which the customer has his domicile or habitual residence are restricted by this. The place of jurisdiction for disputes with customers who are not consumers, legal entities under public law or special funds under public law is the registered office of the operator.

§ 15 Severability Clause

Should individual provisions of these GTC be or become invalid and/or contradict the legal regulations, the validity of the remaining provisions of the GTC shall not be affected. The invalid provision shall be replaced by the parties by mutual agreement by a provision which comes closest to the economic sense and purpose of the invalid provision in a legally effective manner. Otherwise, the statutory regulation shall apply. The above provision shall apply accordingly in the event of loopholes in the regulations.