

# Terms and Conditions

The following terms and conditions (the “Terms”) govern all use of the sentifi.com website, and any other website or mobile device application owned and operated by Sentifi Group or its affiliates (collectively, the “Site” or the “Sites”) and the non-paid and paid products and services available at the Sites (taken together with the Sites, the “Service”).

Please read these terms and conditions carefully as use of the Site is subject to them. Sentifi reserves the right at its sole discretion to change, modify or add to these terms and conditions without prior notice to you. By continuing to use the Site you agree to be bound by such amendments.

## 1. What you are allowed to do

Subject to the terms hereof, we hereby provide you with a non-exclusive, revocable, limited licence to do the following:

- (a) browse the Site and view the information on it for private, non-commercial use only;
- (b) print off pages from the Site to the extent reasonably necessary for your use of the Site in accordance with the above. Provided that at all times you do not do any of the things set out in clause 2.

## 2. What you are not allowed to do

Subject to these terms and conditions, you may not:

- (a) systematically copy substantial parts of the Site by any means;
- (b) remove, change or obscure in any way anything on the Site or otherwise use any material contained on the Site except as set out in these terms and conditions;
- (c) reproduce, retransmit, disseminate, sell, publish, broadcast the Site or any portion of it, or use the Site or anything available on it in connection with creating, promoting, trading or marketing investment products without our express written consent.
- (d) Use the Site for unlawful purposes or fail to comply with any applicable laws, statutes or regulations that apply to your access or use of the Site or any information taken or derived from it.

## 3. No Investment Advice

You acknowledge that:

- (a) We do not provide investment advice (as defined in the Financial Services Act 1986), that nothing on the Site constitutes investment advice and that you will not treat any of the Site’s content as such;
- (b) We do not recommend any financial product;

- (c) We do not recommend that any financial product should be bought, sold or held by you;
- (d) Nothing on the Site should be construed as an offer, nor the solicitation of an offer, to buy or sell securities by us; and
- (e) The information which may be referred to on the Site from time to time may not be suitable for you and that you should not make any investment decision without consulting a fully qualified financial adviser.
- (f) The information displayed is obtained from publicly available data and Sentifi Group and its affiliates do not guarantee the accuracy, adequacy or completeness of any information and are not responsible for any errors or omissions or for the results obtained from the use of such information, and especially state that they have no liability whatsoever to any user as a result of utilizing the information provided herein.

#### **4. Your personal information**

Our use of your personal information is governed by Sentifi's Privacy Policy, which forms part of these terms and conditions. You agree that you will be solely responsible for all activity that occurs on your account, whether or not authorized by you. Accordingly, it is extremely important that you keep your password secure. You agree to notify us immediately in the event you become aware of, or suspect, any breach of security or unauthorized use of your account.

Sentifi further reserves the right to disclose the identity or other information connected to user contributions at the request of law enforcement authorities or judicial order. You waive and hold harmless Sentifi Group and its affiliates from any claims resulting from any action taken by Sentifi or its affiliates during or as a result of its investigations by Sentifi or law enforcement authorities.

#### **5. Copyright and Trade Marks**

5.1 All copyright and other intellectual property rights in any material (including, without limitation, text, photographs and other images and sound) contained in the Site is either owned by us or our third party content providers. You are only allowed to use the Site and the material contained in the Site as set out in these terms and conditions.

5.2 The Site contains certain trade marks, All trade marks included on the Site are the property of Sentifi, or its content providers. You are not allowed to copy or otherwise use any of these trade marks in any way except as set out in these terms and conditions.6. Premium Services (on Sentifi.com)

In addition to the above, the following provisions shall apply to you if you have opted to subscribe to premium content/functionality on the Sentifi.com website (collectively, the "Premium Service").

#### **6.1 Subscription and Service**

You may not use any portion of the Premium Service without a valid subscription from Sentifi. To obtain a subscription, you must register as a subscriber on the <https://sentifi.com/portfolio-retail/> and sign the Sentifi Intelligence Order Form. Your subscription will not be valid unless and until Sentifi accepts your registration. By registering for the Premium Service, you represent and warrant that all registration information that you provide is true, complete, and accurate, and you agree to notify Sentifi promptly of any changes to this registration information. This notification may be effected either by editing your user profile in the Membership area of the Site or by calling the number listed under "Customer Service and Product Support." on the Membership tab.

You understand that, unless you notify Sentifi via contacting [contact@sentifi.com](mailto:contact@sentifi.com) at the time that you register for the Premium Service, that you wish to terminate your Premium Service subscription before the end of your then-current subscription term, your subscription will continue to automatically renew for successive terms of the same duration and your credit card will be charged for each such renewal at the applicable subscription fee in effect at the time of that renewal. In those instances where you took advantage of a special or introductory offer to become a Premium Member, your subscription will automatically renew at Sentifi's then-current subscription fee to the term specified in the offer and your credit card will be charged the subscription fee in effect at the time of that renewal. The term "subscription term" shall refer to the term of your subscription then in effect, regardless of whether it is the initial term or any renewal of that term.

SENTIFI RESERVES THE RIGHT TO CHANGE THE PREMIUM SERVICE AT ANY TIME WITHOUT NOTICE (INCLUDING BUT NOT LIMITED TO ADDING OR REMOVING FEATURES). IF YOU ARE DISSATISFIED WITH ANY SUCH CHANGES, OR IF YOU ARE OTHERWISE DISSATISFIED WITH THE PREMIUM SERVICE (INCLUDING BUT NOT LIMITED TO ITS PERFORMANCE OR AVAILABILITY), YOUR ONLY REMEDY WILL BE TO CANCEL YOUR SUBSCRIPTION, AS SET FORTH BELOW.

Your subscription is personal to you, and you may not transfer or share your subscription with any other person (including but not limited to your co-workers) other than immediate family members living in the same household, provided that: (i) such family members have read and agree to be bound by the terms and conditions and these Premium User Provisions; (ii) your Premium Service subscription is not simultaneously used by more than one person at any given time; and (iii) you agree to be responsible for any use other than that described in (i) and (ii). Any exception to this is declared in the Sentifi Order Form.

Licensee will use the Services strictly subject to the terms and conditions of this Agreement. Licensee shall not, directly or indirectly: (a) sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights or usage to the Service, (b) remove or alter any copyright, trademark or proprietary notice in the Service, (c) copy any features, functions or graphics of the Service for any purpose other than what is expressly authorized in this Agreement, (d) attempt to gain unauthorized access to, or disrupt the integrity or performance of the Service, (e) use any intellectual property rights protected by applicable laws and contained in or accessible through the Service for the purpose of building a competitive product or service or copying its features or user interface.

The Licensee shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and shall notify Sentifi in writing immediately of any unauthorized use of, or access to, the Service or any user account or password thereof.

## FEES AND PAYMENT

### Fees

The Licensee shall pay Sentifi the annual subscription fee. Payment of all Fees, expense and other charges shall be made in the currency indicated and shall be free of any deduction, withholding, set off or counterclaim. Licensee payments shall include any applicable sales or use taxes, including, without limitation, any VAT (value added tax). In addition to any sales/use taxes, payment of any fees shall be grossed up to take account of withholding taxes, if any, so that after any withholding tax the amount remitted by the Licensee is the full amount.

## **6.2 Charges and Billing Practices**

If offered a free trial to the Premium Service, you will not be charged a subscription fee during that free trial period. Subscription Fees on credit-card transactions will be authorized immediately, but not actually processed until the trial period has expired. If you remain a subscriber to the Premium Service (a “Premium Member”) when your free trial period ends, you will be charged for the initial term of your Premium Service subscription and then, at the beginning of each renewal term, if any, you will be charged the then-current Premium Service subscription fee for the term length you selected. Subscription fees will be based upon the subscription rates in effect at the start of each subscription term and will apply whether or not you actually use the Premium Service during that term. You may always find the current retail subscription rates by reviewing the Member Benefits portion of the Site. Subscription fees are non-refundable, except as set forth below.

We reserve the right to change the subscription or other fees it charges for products, services or features (collectively, “Products”) offered in connection with the Premium Service and/or the Site at any time. These sorts of changes include, but are not limited to, adding fees for new/optional Products and/or modifying fees for existing Products. By using any of the Products with which there are associated fees, you agree to pay those fees and that Sentifi may charge your credit card for those fees. If you do not want to pay these associated fees, you must cancel your subscription, as set forth below.

Subscription fees and all others fees and charges associated with your subscription (including, but not limited to, VAT) will be billed automatically to the credit card you provide (“your credit card”) when registering for the Premium Service.

## **6.3 Cancellation**

You may cancel your subscription at the end of the subscription term (12 months) by contacting [support@sentifi.com](mailto:support@sentifi.com).

Sentifi may immediately cancel your subscription, without notice or liability, if it determines in its sole discretion that: (i) you have breached any portion of the terms and conditions or these Premium User Provisions; or (ii) your use of or access to the Premium Service or the Site violates any applicable law or regulation or otherwise inhibits any other subscriber from using or accessing the Premium Service or any other service offered by Sentifi on the Site. None of the foregoing limits any other legal, equitable, or contractual rights available to Sentifi.

Sentifi may, in its sole discretion, choose not to renew your subscription by sending a notice of non-renewal at any time during your subscription term to the e-mail address you provided when completing your registration or to a new e-mail address where you have notified us of your change in e-mail address. You will be deemed to have received this notice, whether or not you saw it or the e-mail address most recently provided by you continues to be valid. In the event of such a notice, your subscription will cease and will not automatically renew at the end of your then-current subscription term.

## **6.4 Customer Service and Product Support**

For customer service related to your Premium Service subscription (product, technical or subscription questions), please contact Sentifi by sending a mail to [support@sentifi.com](mailto:support@sentifi.com).

## **7. Giving votes, posting comments and give other feedbacks**

Users agree that, by posting comments on various articles and sections of the Site, you automatically grant, and represent and warrant that you have the right to grant, a non-exclusive, royalty-free, worldwide licence to display such comments on the Site and any other websites operated by Sentifi or our agents.

## **8. Exclusions and limitations of liability**

8.1 We do not exclude or limit its liability for death or personal injury resulting from our negligence, fraud or any other liability which may not by applicable law be excluded or limited.

8.2 Subject to clause 9.1, in no event shall Sentifi or its content providers (collectively, the “Sentifi Parties”) be liable (whether for breach of contract, negligence or for any other reason) for (i) any loss of profits, (ii) exemplary or special damages, (iii) loss of sales, (iv) loss of revenue, (v) loss of goodwill, (vi) loss of any software or data, (vii) loss of bargain, (viii) loss of opportunity, (ix) loss of use of computer equipment, software or data, (x) loss of or waste of management or other staff time, or (xi) for any indirect, consequential or special loss, however arising.

8.3 Subject to clauses 8.1 and 8.2, the Sentifi Parties’ liability to you whether in contract, tort or otherwise is limited to the greater of (i) CHF 100 (one hundred Swiss Francs) or (ii) the annual subscription fee for the Premium Service in the event that you are a subscriber to the Premium Service when the liability occurs.

## **9. Disclaimer**

9.1 ALL INFORMATION CONTAINED ON THE SITE INCLUDING ANY INFORMATION PROVIDED UNDER THE PREMIUM SERVICE IS FOR GENERAL INFORMATIONAL USE ONLY AND MAY NOT BE RELIED UPON BY YOU FOR ANY PURPOSE, INCLUDING, WITHOUT LIMITATION, IN MAKING ANY INVESTMENT DECISION. THE SITE ONLY PROVIDES INFORMATION TO YOU AND DOES NOT PROVIDE INVESTMENT ADVICE AND NOTHING ON THE SITE SHOULD BE CONSTRUED AS BEING INVESTMENT ADVICE. BEFORE MAKING ANY INVESTMENT CHOICE YOU SHOULD ALWAYS CONSULT A FULLY QUALIFIED FINANCIAL ADVISER.

9.2 ALTHOUGH WE USE REASONABLE EFFORTS TO ENSURE THAT INFORMATION ON THE SITE INCLUDING ANY INFORMATION PROVIDED UNDER THE PREMIUM SERVICE IS ACCURATE AND COMPLETE, WE DO NOT GUARANTEE THIS TO BE THE CASE. AS A RESULT, USE OF THE SITE IS AT YOUR SOLE RISK AND NEITHER SENTIFI NOR ANY OTHER SENTIFI PARTY CAN ACCEPT ANY LIABILITY FOR LOSS OR DAMAGE SUFFERED BY YOU ARISING FROM YOUR USE OF THE SITE OR ANY INFORMATION CONTAINED ON THE SITE. YOU SHOULD TAKE ADEQUATE STEPS TO VERIFY THE ACCURACY AND COMPLETENESS OF ANY INFORMATION CONTAINED ON THE SITE.

9.3 Information contained on the Site including any information provided under the Premium Service is not tailored for your individual situation and, as a result, such information may be unsuitable for you and your investment decisions. You should consult a financial adviser before making any investment decision.

9.4 The Site may include advertisements and links to external sites and co-branded pages in order to provide you with access to information and services which you may find useful or interesting. We do not endorse such sites or approve any content, information, goods or services provided by any of them. We are not responsible or liable for any loss or damage suffered by you as a result of your use of such sites or any information appearing on them.

9.5 We are not able to exercise control over the security or content of information passing over the Internet, and we hereby exclude all liability of any kind for the transmission or reception of infringing or unlawful information of whatever nature.

9.6 We accept no liability for loss or damage suffered by you as a result of accessing Site content which contains any virus or which has been maliciously corrupted.

## **10. Availability and updating of the Site**

10.1 We may suspend the operation of the Site at any time without notice. We do not warrant that access to or use of the Site or of any sites or pages linked to it will be uninterrupted or error free.

10.2 We may change the format and content of the Site at its sole discretion at any time without notice. You should refresh your browser each time you visit the Site to ensure that you access the most up-to-date version of the Site and any information appearing on it.

## **11. Enquiries or complaints**

If you have any enquiries or complaints about the Site then please address them (within 30 (thirty) days of such enquiry or complaint first arising) to: [contact@sentifi.com](mailto:contact@sentifi.com)

## **12. General and governing law**

12.1 These terms and conditions form the entire understanding of you and us with respect to the subject matter hereof and supersede all previous agreements, understandings and representations relating to that subject matter. If any provision of these terms and conditions is found to be unenforceable, that finding will not affect the validity of any other provision. You agree that we may sub-contract the performance of any of its obligations or may assign these terms and conditions or any of its rights or obligations without your consent or the need to give you notice.

12.2 Sentifi will not be liable to you for any breach of these terms and conditions which arises because of any circumstances which Sentifi cannot reasonably be expected to control.

12.3 These terms and conditions shall be governed and interpreted in accordance with the laws of Switzerland and the parties submit to the exclusive jurisdiction of the Courts of Zurich, Switzerland. 13. Principal trading address and company details  
Sentifi AG, a company registered in Switzerland under company number 03135892 and whose registered office is at Loewenstrasse 3, CH-8001 Zurich, Switzerland (“Sentifi” or “the Licensor”)