

General terms and conditions of business Wiener Börse Live

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General terms and conditions of business of Wiener Börse AG, Wallnerstrasse 8, 1010 Vienna, Austria, hereinafter WBAG, for the subscription of real-time WBAG data via “Wiener Börse Live” on the website of WBAG as well as for the subscription of time-delayed indicative net asset values for ETFs not computed by WBAG.

These General Terms and Conditions of Business are an integral part of this agreement reached by the contractual partners on the subscription of real-time data via “Wiener Börse Live” and the subscription of delayed-time indicative net asset value data.

The terms are defined below as they are to be understood under these General Terms and Conditions of Business:

Website: The website of Wiener Börse AG www.wienerbourse.at that contains the “Wiener Börse Live” site.

Level 1 Data: Data that comprises the last traded price including order size, best bid/best ask price with order size and other information (e.g. name of Instruments, ISIN etc.).

Level 2 Data: Data that comprises the five best bid and five best ask prices with the order size for the agreed-on instruments depending on availability in addition to the Level 1 data.

Payment Provider: Company that clears and settles on behalf of WBAG the fees to be paid by the contractual partner by the means selected by said contractual partner.

Private User: An individual who uses the WBAG data exclusively for private purposes (management of private assets) and not as a trader for professional purposes. Private users are currently not registered or qualified by any national or state-run exchange or professional organization as professional traders or professional asset consultants. Private users shall be deemed consumers in the meaning of the Consumer Protection Act.

Professional User: Any asset management company, private partnership, sole proprietorship or similar legal entity shall be deemed to be a professional user. Individuals or legal entities and their employees who provide investment services and/or are more deeply involved in such investment services shall not be classified as private users. Individuals and legal entities licensed to provide investment services or who are registered with a financial supervisory authority (e.g. FMA (Austria), BAWE (Germany), FSA (UK) or other IOSCO/FESCO member organization) or who are qualified in any other way for this function shall be considered to be investment service providers. Furthermore, all natural persons who are dependent employees of such legal entities shall also be considered to be investment service providers with respect to their professional obligations.

Push-version: Real-time data is streamed. The push-version is using an automatic updating functionality. Every real-time quote change is shown fully automatically.

“Wiener Börse Live”: Zone on the *Website* from which the *Contractual Partner* may obtain real-time data as well as delayed-time indicative net asset value data for a fee and every contractual partner is identified by a personal identification code.

Real-time Data: WBAG data made available with a time lag of less than 15 minutes after the first transmission to the market by WBAG.

Contractual Partner: A Professional User or a Private User.

WBAG Data: The market data offered for sale by Wiener Börse AG relating to the instruments available on the *Website* in the "Wiener Börse Live" zone.

Delayed indicative net asset value data: Displayed time-delayed indicative net asset value data not calculated by WBAG for ETFs listed on Wiener Börse.

1. OBJECT OF THE CONTRACT

- 1.1 WBAG hereby agrees for the term of this contract to grant the *Contractual Partners* access on a non-exclusive basis to the "Wiener Börse Live" zone of the *Website* on which real-time data and delayed indicative net asset value data are displayed either in the Push-version or in the Pull-version.
- 1.2 The "Wiener Börse Live" zone of the *Website* serves exclusively the purpose of displaying price data. Furthermore, investment advice is not provided nor does exchange trading take place at this website, and users are not warned of the risks involved in exchange dealings.

2. RIGHT TO USE THE WBAG DATA

- 2.1 The *Contractual Partners* shall be entitled to use the WBAG data for their personal informational purposes in accordance with the terms of this contract. However, the *Contractual Partners* shall not be authorized to store, process, forward, re-disseminate or make available in any form whatsoever the WBAG data to third parties.
- 2.2 Any use of the *WBAG Data* that does not conform with the terms of this contract and any deviation from the rights to use the WBAG Data granted under this contract shall require a separate written agreement between WBAG and the *Contractual Partner*.

3. AVAILABILITY OF THE WBAG DATA

- 3.1. WBAG retains all intellectual property rights to the *WBAG real-time data* made available to the *Contractual Partner*. The intellectual property rights to delayed indicative net asset value data are retained by the respective copyright owners of the data.
- 3.2. After the conclusion of the contract and receipt of payment, WBAG or a company contracted with the task shall grant the *Contractual Partner* access to the *Wiener Börse Live* zone of the *Website* by assigning a user name and password.
- 3.3 It shall be the responsibility of the *Contractual Partner* to have the appropriate hardware and software as well as an internet connection and suitable internet browser in order to receive the *WBAG Data*.

4. QUALITY OF THE DATA

- 4.1 WBAG shall undertake every effort to make the *WBAG Data* available to the *Contractual Partner* in the best possible quality and to regularly and immediately update said data or make changes thereto so as to always represent the current trading situation on WBAG.
- 4.2 Although WBAG does not assume any responsibility for the completeness or correctness of the WBAG data, WBAG shall make the appropriate efforts to ensure that the *WBAG Data* are precise and complete, and WBAG shall inform the *Contractual Partners* of any errors or omissions in the data that it gains knowledge of immediately if this is feasible in an acceptable form. WBAG shall endeavor to make every effort necessary to take any measures to correct such errors or omissions after having learned of them if this is feasible in an acceptable form.
- 4.3 WBAG shall retain the right to add newly listed instruments to the existing *WBAG Data* and to remove any data on instruments delisted from trading from the *WBAG Data*. Additionally, WBAG retains the right to make additions, changes or deletions to any parts of the *WBAG Data* for the purpose of adjusting the data to reflect market events insofar as this is justified on material grounds.
- 4.4 WBAG retains the right to change the definition of “real-time data” in order to be able to represent current market events, advising the users in a timely manner of any such changes.

5. PAYMENT OBLIGATIONS

- 5.1 The amount and structure of the monthly fees shall depend on the type and length of the subscription to the data agreed on with the *Contractual Partner*.
- 5.2 The fees shall also be paid by the *Contractual Partners* even if it is not possible for WBAG to make the data available for reasons that are not within the scope of responsibility WBAG.
- 5.3 The fees shall be paid in EUR through a mode of payment selected with the *Payment Provider*.
- 5.4 *Private Users* may be held liable by WBAG for additional charges and fees if a change in status as *Private User* occurs or if the conditions for subscribing to the data as a *Private User* are not met, and said *Private User* fails to inform WBAG of this fact in a timely manner.

6. OBLIGATIONS OF THE CONTRACTUAL PARTNER

- 6.1 *Private Users* are under the obligation to immediately inform WBAG of any changes in their status as *Private User*.
- 6.2 The *Contractual Partner* is under the obligation to keep the user name and password received for the purpose of accessing the “Wiener Börse Live” zone secret and to refrain from passing these on to third parties.
- 6.3 In the event a *Contractual Partner* disseminates the *WBAG-Data* contrary to the terms of this contract, said *Contractual Partner* shall be obligated to pay a stipulated penalty in the amount of EUR 3.000. This stipulated penalty shall fall due as of the time the dissemination in breach of the terms of the

contract is ascertained irrespective of the right to present claims for damages that exceed the amount of the stipulated penalty.

7. GUARANTEES

- 7.1 WBAG hereby guarantees that it is entitled to make the WBAG Data available to the *Contractual Partner* for the purposes set out under this contract and that the data and its use in accordance with the terms of this contract does not infringe on the intellectual property rights of third parties.
- 7.2 WBAG hereby guarantees that by passing on the *WBAG Data* to the *Contractual Partner* no valid laws or statutory provisions have been violated.

8. LIABILITY

- 8.1 WBAG shall not assume any liability for the correctness, completeness or timely transmission of *WBAG Data*. However, WBAG undertakes to make available to the *Contractual Partners*, as far as possible, corrections and completions in the event the *WBAG Data* sent is faulty. The exclusion of liability vis-à-vis private users shall only apply in the event of slight negligence on the part of WBAG.
- 8.2 Any buy or sell decisions made by the *Contractual Partner* on the basis of the *WBAG data* shall be the responsibility of the *Contractual Partner* and at his or her own risk. WBAG shall not be liable for the risks relating to exchange trades concluded (e.g. price risk, risk of total loss, buying securities on margin, credit risk, liquidity risk, etc.), which are based on investment decisions reached by the *Contractual Partner* using *WBAG Data*.
- 8.3 WBAG shall not be liable for losses or damages that may occur due to errors or delays in the *WBAG Data* proper or as may occur during transmission of the data regardless of the cause of such errors or delays. This shall apply, in particular, in the event of operating disruptions or force majeure events. Should WBAG be ordered to pay compensation for damages in connection with this contract or to reimburse costs of any type, the sum of such payments by WBAG shall be limited as a maximum to the equivalent of the amount of the fees payable by the *Contractual Partner* under this contract to WBAG in the respective calendar year. The exclusion of liability vis-à-vis *Private Users* shall only apply in the event of slight negligence on the part of WBAG.

9. ENTRY INTO FORCE, DURATION, WITHDRAWAL RIGHTS, TERMINATION

- 9.1 This contract shall enter into force at the time WBAG receives the payment from the *Contractual Partner* and shall be concluded for the period of time selected by the customer (1 month, 12 months or 24 months).
- 9.2 Wiener Börse AG would like to point out that the services provided under this contract are online services, which are consumed immediately and for this reason the consumer does not have the right to withdraw from the contract according to the Consumer Protection Act regarding distance selling contracts.
- 9.3 This contract may be terminated at the end of each month by either one of the contractual parties without stating reasons upon one month's notice given by regular mail or by e-mail. Notices of

termination are to be sent to Wiener Börse AG, Wallnerstrasse 8, 1010 Vienna, Austria or to support.tool@wienerbourse.at.

- 9.4 The parties to this contract shall furthermore be entitled to unilaterally terminate this contract in writing by regular mail or e-mail with immediate effect for reasons constituting a material breach of contract. WBAG shall consider a material breach of contract to be given if, among other things, the *Contractual Partner* forwards or disseminates the *WBAG Data* contrary to the terms of this contract to unauthorized third parties or if for any reason whatsoever WBAG is unable to make the *WBAG Data* available (e.g. frustration of contract).
- 9.6 If this contract is terminated in accordance with the terms of the contract, neither of the parties shall be entitled to compensation for damages resulting therefrom or to the reimbursement of costs, fees or expenses.

10. GENERAL PROVISIONS

- 10.1 WBAG guarantees that the data of the *Contractual Partner* received for the subscription order shall be processed only in connection with the handling of the order. WBAG shall not process the *Contractual Partner's* data beyond the scope defined in this item or pass it on to third parties. Further information on the processing of personal data of visitors and users of the WBAG website can be found in the data protection statement of the Vienna Stock Exchange in its current version.
- 10.2 Should any of the individual provisions of this contract become ineffective or cease to be valid, the remaining provisions shall nonetheless continue to be binding. Any provisions that cease to be effective shall be replaced in the spirit of a supplemental interpretation of this contract by a provision that meets the economic purpose as close as possible of the provision having become invalid.
- 10.3 This contract is subject to Austrian law and the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. The preemptory provisions of the law of the country in which a *Private User* has his or her regular place of residence shall apply. The contractual parties agree to the exclusive jurisdiction of the Commercial Court of Vienna or of the District Court of Vienna for Commercial Matters, depending on the amount litigated, for all disputes arising in connection with this Agreement, also regarding the validity of this Agreement. The above mentioned conditions shall not affect any provisions of the Consumer Protection Act regulating the jurisdiction for consumers or the provisions relating to consumers given in Regulation 44/2001 of the Council of the European Union of 22 December 2000 on the jurisdiction and recognition and enforcement of judgments in civil and commercial matters.