

## General Contract Terms

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PURE Rating GmbH  
Weidenbuschweg 10  
34132 Kassel

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#### 1. Scope

All services of PURE Rating are always and exclusively performed in accordance with the conditions of the existing contract terms. The current version of the contract terms at the time the PURE Rating service is used will apply. The customer (hereafter: subscriber) explicitly agrees to the contract terms without further reservation.

#### 2. Contents, Products, Liability

PURE Rating provides an exclusive service. PURE Rating has developed a method that allows for an IT based analysis of relevant data pertaining to values (Ratings) listed on the stock exchange. The analysis is based entirely on an arithmetic procedure. Data is processed from sources that PURE Rating considers to be reliable. The pool of data from which the data material is obtained is not verified by PURE Rating. PURE Rating cannot accept any liability for the accuracy, completeness, or timeliness of the information obtained from these sources. Therefore, PURE Rating also does not accept any liability for the information provided in the respective publications with respect to accuracy of content. After the arithmetic procedure is carried out the results undergo no further analysis. The data provided by this arithmetic procedure is only intended for informational purposes and may not be misconstrued as relevant in forecasting or evaluating the selection of a particular investment. PURE Rating does not provide any service connected to personal investment advice. PURE Rating does not receive any information regarding the personal circumstances of the subscriber nor does PURE Rating examine any information that it is provided by the subscriber. PURE Rating recommends obtaining comprehensive advice from a professional investment advisor prior to making an investment decision. Consequently, PURE Rating is only liable for losses or damage suffered by the subscriber from relying on the information in the publication if these losses or damage are caused by willful intent or gross negligence on the part of legal representative or vicarious agents of PURE Rating or in cases of mandatory liability based on loss of life, bodily injury or damage to health, or if minor negligence results in the violation of an obligation, the fulfillment of which the subscriber must rely on (cardinal obligation). Should the PURE Rating service become temporarily unavailable PURE Rating is still entitled to compensation during the temporary period of lapsed service. PURE Rating is then obligated to extend the period of the contract and provide service free of charge equal to the duration of the lapse. PURE Rating is exempt from any liability related to the purchase of replacement information.

#### 3. Copyright and Rights of Use Regarding Content

The subscriber is prohibited from using the information commercially, from selling it or transferring it to third parties free of charge. The subscriber is not authorized to utilize third party access data to gain access to information PURE Rating provides in protected form, e.g. password protected. The copyright of the information provided and the form used to provide it remain the property of PURE Rating.

#### 4. Cancellation Period

The cancellation period (notice period) for a subscription is 4 weeks prior to the end of the subscription period. Cancellation must be made in writing or by using the cancellation link in our e-mails sent to the subscriber. An E-Mail or a fax will be accepted for this purpose as well and must be forwarded to PURE Rating GmbH, Weidenbuschweg 10, 34132 Kassel.

The timely dispatch of the cancellation letter is sufficient for compliance with the cancellation period. If the subscriber cancels the subscription by e-mail, the correct reception of this e-mail at PURE Rating is mandatory.

1 month equals 30 days. 4 weeks equal 30 days.

#### 5. Access Data and Authorizations

PURE Rating is entitled to refuse the assignment of user names and passwords or to cancel access data for any reason after a 7 day notice. The right of termination without notice for good cause will remain unaffected especially in cases of:

- False information provided during registration
- Misuse of our product
- Damage to or impairment of the functionality of the product
- Other violations against the general contract terms

In these cases we reserve the explicit right to enforce claims for compensation.

#### 6. Accessibility

The subscriber is not entitled to uninterrupted access to the website of PURE Rating. The websites may be temporarily unavailable due to maintenance or a technical malfunction. This, however, does not subject PURE Rating to any claims of compensation made by the subscriber. The subscriber has to ensure to use a sufficient large mailbox able to receive large e-mail-attachments (larger than 25 MB per e-mail).

#### 7. Data Protection Act

PURE Rating is obligated to treat the personal data of the subscriber confidentially. PURE Rating collects, processes and utilizes user data exclusively for the purpose of providing the service.

#### 8. Miscellaneous

If the written form has been stipulated for this contract then the transmission of an E-Mail or a fax is considered to be in compliance with this written form (text form). Any legal relationships arising from the use of the website and this service are subject to the laws of the Federal Republic of Germany. The place of jurisdiction shall be the location of the PURE Rating GmbH to the extent this can be agreed upon effectively. The regulatory provisions of the court of jurisdiction shall apply to private consumers.

The subscriber is responsible to keep his credit card data stored in our system up-to-date. Should the subscriber default in payment and full payment of the required fees can only be made other than using the customer's credit card an administration fee of 50,00 € will be charged.

#### 9. Data sharing with applications

Pure Rating offers so-called applications, hereafter referred to as App, for the purpose of querying analyses. The evaluated data of individual companies and stock market indices can be purchased via the universal iPhone and iPad App.

After the in-App-purchase (i-Tunes Store) the data are downloaded via the Internet and stored in the App-data base.

A data update is possible anytime within 2 months (60 days) of purchase free of charge. Thereafter the user must purchase the analysis again to update.

Disruptions may occur during the transfer of the data for which PURE Rating cannot be held liable.

If the user purchases an evaluation update of a company analysis or an update occurs within the first 2 months (60 days) of purchase free of charge then the data previously downloaded and stored in the App data base will be overwritten and updated by the new data. If the user purchases a stock market index analysis then the user will receive evaluations for all of the companies we cover within the stock market index.

The App displays the evaluation in a manner suitable for the device. Data records that are purchased can be transferred back and forth between devices (e.g. iPhone to iPad and back) after in-App sign-up for PURE Rating.

## **General Contract Terms**

### **10. Approval of premature expiration of the right of withdrawal**

The subscriber's right of revocation shall lapse before the end of the withdrawal period if PURE Rating has with the express agreement of the subscriber, already begun to provide the services for which the subscriber has registered for example, sending the information by mail for the first time or if the subscriber starts to retrieve our data by using the web access or the app. To this the subscriber expressly gives his consent and his acknowledgment that he thereby loses his right of withdrawal.

### **11. Severability Clause**

Should any individual provision of the general contract terms or any part of any provision be or become invalid at a later date, the validity of the remaining provisions contained in the contract terms shall not be affected. Provisions that are invalid shall be replaced by the legal provisions of the court of jurisdiction. The same applies to any regulatory loopholes that may be found in the terms of the contract.