

# Terms of Use for the SOLIT App (Switzerland)

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## 1. Subject of the contract

The SOLIT Group AG, with its registered office in Tägerwilten, Switzerland ("**SOLIT Group**"), provides private individuals and companies ("**users**") with an application ("**app**") through which users can obtain general information on precious metals and purchase services and products from group companies of the SOLIT Group ("**group companies**").

The present Terms of Use govern the use of the app.

## 2. Subject matter and scope

The SOLIT Group provides the app. The separate contractual provisions between the user and the respective group company offering the product in question shall apply to functionalities related to a product or service (individually or collectively "**product**") offered by a group company, including transactions that can be carried out via the app. Except as set out herein, declarations (e.g. applications, transaction orders, etc.) submitted, made, transmitted or otherwise exchanged between a user of the app and group companies in or via the app, in particular their legal validity, binding force and interpretation, shall therefore be governed by the applicable contractual terms and conditions, depending on the product to which the declaration relates. This applies in particular to services in connection with the flexgold offer, for custody, delivery, purchase and sale of precious metals as well as activities in connection with savings or payout plans.

## 3. Use and functionality

The app can be used as a mobile app or as a web application. The mobile app can be downloaded via the mobile app stores selected by the SOLIT Group and installed or configured on the operating systems selected by SOLIT Group. The web application can be accessed at [www.flexgold.com](http://www.flexgold.com).

The use of the app is only possible with a functioning internet access. The use includes the functionalities offered by the SOLIT Group at the time of use. SOLIT Group may modify, extend, delete and/or update existing functionalities at any time and without prior notice. There is no entitlement to the use of previous functionalities.

The app contains two areas of use: (i) the generally accessible area ("**public area**") can be used without registration; (ii) the protected user area ("**log-in area**") is only available to registered users, whereby functionalities related to group companies' products are also provided in this area. Clause II is expressly reserved.

The functionalities are described in Clause IV. In no case shall the user have a claim to a specific form of technical provision (e.g. specific operating system, device, etc.), a specific use or to specific functionalities or information in the app.

The details and any information derived from them in the app are non-binding and based on information provided by the user. Under no circumstances does the SOLIT Group provide a specific offer, a quotation and/or any other independent declaration that is legally binding for the SOLIT Group.

#### **4. Scope of use**

The SOLIT Group grants the user the non-exclusive, non-transferable, non-sublicensable right to use the app in unmodified form exclusively in accordance with these Terms of Use. The app may contain components (e.g. software) and rights of third parties. In these cases, use is limited to the scope of use granted by the third parties. By downloading the app, the user acknowledges and accepts all rights of the SOLIT Group and third parties and the authorisation to use the app granted by them.

The right of use granted is limited to the purposes offered exclusively within the framework of the use of the app and for the user's own exclusive use. Duplication and/or transfer to unauthorised third parties as well as decompiling is prohibited.

Non-conforming or unlawful use may result in the exclusion of use, blocking and/or immediate termination of the authorisation to use, at the SOLIT Group's own discretion. The assertion of further claims by the SOLIT Group or third parties is hereby expressly reserved.

#### **5. Functionalities**

##### **5.1 General**

The app offers users in the public sector the opportunity to call up or download information on physical precious metals in connection with possible investment solutions. As a rule, this information is obtained from third-party sources and is neither generated, analysed, evaluated nor otherwise quantitatively or qualitatively processed (refined) by the SOLIT Group. In this section, for example, general non-binding information on rates, news, educational information or information on precious metal ratios, indices, currencies etc. as well as general information on investment opportunities and modalities and contracts can be obtained. The information is of a general nature and does not qualify as investment advice within the meaning of the Financial Services Act.

In the log-in area, registered users have access to further functionalities for retrieving and downloading information as well as the possibility of initiating transactions in connection with separate products or services of group companies. Registered users can, for example, make

investments in precious metals, conclude savings plans and view their precious metal holdings.

## 5.2 Access

Access to the public area is gained after downloading the app or calling up the web application.

Certain functionalities (e.g. use of group companies' services) are only accessible in the log-in area, which requires the creation or set-up of a user account. This requires registration by means of a valid e-mail address assigned to the user as well as a password and any other elements of a two-factor authentication (2FA, MFA) ("**means of identification**"). Any further access is carried out by logging in via the selected means of legitimation. These functionalities shall not be available without appropriate configuration of these security requirements. By entering the correct means of legitimation, the user legitimises him-/herself vis-à-vis the SOLIT Group to use the functionalities in the user account.

The user is obliged to use only secure means of identification and, when selecting the means of identification, to use only word, character and number combinations that are not easy to ascertain (e.g. parts of name, address, date of birth, simple ascending or descending sequences of numbers or letters) in order to reduce the risk of these being identified by unauthorised third parties as far as possible.

The user is responsible for keeping the means of legitimation secret and for ensuring that only his/her biometric means of access (such as facial recognition, fingerprint) are securely stored on the device. He/she shall ensure and be responsible for ensuring that this information is not known or disclosed to third parties.

The user shall fully indemnify the SOLIT Group for any damages or claims by third parties arising from his/her non-conforming use of the means of identification.

## 5.3 Payment transactions

Registered users can initiate transactions (e.g. in connection with the purchase, sale and delivery of precious metal bullions). For this purpose, the registered user undergoes the onboarding process of a group company, whereby he must specify a payment account of a financial institution or a payment account service provider (the "**payment account service provider**"), via which credits and/or debits of transactions can be triggered. The services offered by the SOLIT Group are limited to the provision of technical functionalities and information on the transaction process. The processing is carried out by the respective group company or by the payment service provider selected by the registered user and is governed by the separate provisions between the registered user and the respective group company or between the registered user and the payment service provider. The SOLIT Group is not obliged to check the accuracy or legality or other components and contents of transactions. As principal, the

registered user is solely responsible for all transactions and information recorded in his user account (e.g. regarding the country of payment, payment recipient, payment amount, etc.).

Transactions cannot be cancelled, reversed or changed after they have been entered. The SOLIT Group assumes no guarantee and no liability for the timely or punctual initiation of transactions or their quality, including the correctness, completeness and up-to-dateness of the associated processes and content.

If certain transactions in the app require verification or authorisation by third parties, a transaction may be suspended pending authorisation/verification from the bodies involved. Any costs incurred by the SOLIT Group or any third party as a result of a breach or non-compliance by the user with any applicable contractual, legal or regulatory requirement will be charged or imposed and invoiced to the user. The right to assert further claims is hereby expressly reserved.

## **6. Involvement of third parties**

The SOLIT Group is entitled to involve other group companies and other third parties in the provision of the app and processes carried out by the SOLIT Group in the app (e.g. in connection with transaction functionalities) and to conclude contracts with them. These third parties may stipulate additional requirements regarding the use of the app by the users pursuant to their own legal or regulatory obligations, e.g. so that a process can be triggered or executed accordingly.

If such involvement requires the transmission or disclosure of personal data, the user expressly releases the SOLIT Group from any professional secrecy or confidentiality obligation with respect to such personal data and authorises the SOLIT Group to transmit such personal data to the third party involved or to obtain it from such third party in a lawful manner. This also applies to third parties with whom the user has a contractual relationship (e.g. bank, financial institution, payment account service provider).

## **7. Costs**

The app is provided free of charge. Functionalities that are used in the log-in area may be subject to a charge, whereby the costs are determined by the relevant contractual conditions in connection with the respective product.

## **8. Data protection**

In connection with the provision of the app, the SOLIT Group processes the user's data and information entered, generated, downloaded or accessed in the app, including personal data. The SOLIT Group may generally access this data, which may be technical data, information about how the user uses the app or product-specific entries that the user makes, retrieves or

transmits when using the app.

The SOLIT Group uses the data to implement the contractual relationship with the user. This also includes processing and exchange between the various group companies if the user makes use of products of these group companies, as well as with other third parties involved.

Furthermore, this data is used to improve and optimise the app. If the user does not object, data will also be processed for marketing purposes by the SOLIT Group and other group companies in connection with these terms of use. This includes, in particular, sending marketing communications to the e-mail address stored with the SOLIT Group, personalised addressing by the SOLIT Group regarding its own products as well as products and services of other group companies and creating so-called profiles of the user in order to become more familiar with the user based on the available information on the purchase of the various services of group companies and to address the user in a more targeted manner.

The SOLIT Group provides details on the data processing carried out by the SOLIT Group in its Privacy Statement, the current version of which can be accessed and viewed at [www.flexgold.com].

## **9. Ownership and other (incl. intangible) property rights**

All rights to the app, including the functionalities and content contained therein, remain exclusively with the SOLIT Group. The installation and subsequent use of the app does not transfer any rights to the user and the permissible scope of the use granted is set out in Clause IV (Scope of use). Any rights granted by third parties or in other terms of use do not extend further than stipulated herein, unless expressly and unambiguously agreed otherwise in relation to the present Terms of Use. The user hereby expressly acknowledges and agrees that all content is owned by the SOLIT Group and that the user has no rights to such content except as otherwise expressly provided herein.

## **10. Warranty and liability**

The SOLIT Group provides users with the functionalities of the app with due care. However, each user makes use of the app and its functionalities and information on his/her own responsibility and at his/her own risk.

The SOLIT Group excludes any warranty for permanent, trouble-free or error-free or data-safe operation of the app at any time and a corresponding use of the app. The SOLIT Group offers no guarantee for threats to data security, for data loss and/or damage or for the correctness, completeness, up-to-dateness, freedom from errors and commercial quality of the functionalities and data provided in the app, including data based on or derived from them (e.g. via calculator tools such as calculation aids).

The SOLIT Group also reserves the right, at its own discretion, to restrict or block the use of the app in whole or in part at any time, for example for security reasons, during maintenance work, fault or error rectification, in the event of suspected non-conforming or unlawful use of the app or other risks.

All data, details and information in the app are for information purposes and/or non-binding and have no legally binding effect for the SOLIT Group, unless this is exclusively indicated or agreed otherwise. The SOLIT Group shall not be liable for the content provided in the app and excludes all liability for direct or indirect, immediate and mediate as well as consequential damages arising from the installation, use, further use or deactivation of the app, irrespective of its legal basis, to the fullest extent permitted by law. This also includes damages from actions by unauthorised third parties in the app, data transmissions within the app and to third party recipients, from viruses or other harmful programmes, systems, applications or interventions (e.g. hacker attacks, cyber security incidents) as well as due to technically induced effects.

### **11. Termination of use**

Both parties may terminate the use of the app by the user at any time. Termination by the user requires the closure of the account and the deletion of the app on his/her device. Until such time, the user shall be subject to all obligations under these Terms of Use. Termination provisions (for cancellation) in further contractual provisions between the user and a group company in relation to a specific product are expressly reserved, if and to the extent applicable.

### **12. Severability clause**

If any provision of these Terms of Use is or becomes invalid or unenforceable in whole or in part, the validity of the remaining provisions of the Terms of Use shall not be affected thereby. In this case, the parties undertake to replace the ineffective provision with a legally effective replacement provision that comes as close as possible to the economic intentions of the Terms of Use.

### **13. Amendments**

The SOLIT Group reserves the right to modify these Terms of Use at any time, whereby amendments and additions shall be communicated to the user via the app or website. The respective amendment shall be deemed approved if the users do not object in writing within one month. Users will be expressly informed of this consequence when the amendment or addition to the terms of use is announced.

### **14. Language**

These Terms of Use have been written in different languages. In the event of discrepancies between the language versions, the German version shall take precedence.

## 15. Applicable law and place of jurisdiction, place of performance

The place of performance shall be Tägerwilten.

All disputes arising out of or in connection with these Terms of Use shall be governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention) and excluding the provisions of Private International Law.

All disputes arising out of or in connection with these Terms of Use shall be subject to the jurisdiction of the courts of Tägerwilten, unless a mandatory place of jurisdiction conflicts with this choice of jurisdiction.