

PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE FOR THIS WEBSITE ("TOS") BEFORE USING THIS WEBSITE.

By continuing to access, link to, or use this website, or any service on this website, you signify YOUR ACCEPTANCE OF THE TOS. MV Index Solutions GmbH ("MVIS" or "Company") reserves the right to amend, remove, or add to the TOS at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the TOS whenever accessing, linking to, or using this website. Your access, link to, or use of the website, or any service on this website, after the posting of modifications to the TOS will constitute YOUR ACCEPTANCE OF THE TOS, as modified. If, at any time, you do not wish to accept the TOS, you may not access, link to, or use the website. Any terms and conditions proposed by you which are in addition to or which conflict with the TOS are expressly rejected by MVIS and shall be of no force or effect.

1. Definitions

"Company" or "MVIS" means MV Index Solutions GmbH.

"Data" means all data available on this Website.

"Services" means this Website, including but not limited to, its information, Data, materials, software, functionality, services, content, and equipment and related email messages and communications made by MVIS.

"User" means any physical person who accesses and/or uses this Website, Services, and/or Data.

"Website" means this MV Index Solutions website (currently at www.mvis-indices.com) and all successor websites.

2. User Consent to the TOS and User Website Participation

- 1.1. You represent, warrant, and covenant that you (i) have reached the age of majority in your jurisdiction; and (ii) are a User of this Website, as those terms are defined above. Each time you use the Services (as defined above), you shall be deemed to represent, warrant, and covenant to MVIS that: (i) you have read and agree to be bound by the TOS and you have all requisite regulatory and legal authority to enter into and be bound by the TOS; and (ii) your use of the Services complies with all applicable laws, rules, and regulations. You covenant that you shall not use the Services or any information obtained through the Services in violation of any law.
- 1.2. Nothing on the MVIS Website shall be considered a solicitation to buy or an offer to sell a security, or any other product or service, to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction.
- 1.3. MVIS, in its sole discretion, shall determine the intended and acceptable uses of the Services. You acknowledge that the Services are provided for informational purposes only.
- 1.4. **Registration and User ID:**
As part of the registration process which may be necessary to obtain access to the Services, certain registration information will be provided to MVIS. You represent that your registration information is accurate and truthful. You shall promptly update the registration information through the Services or as otherwise directed by MVIS in order to keep such information true, accurate, and up to date. MVIS reserves the right to deny creation of your account based on MVIS's inability to verify the authenticity of your registration information and/or to cancel or suspend your account at any time and for any reason. You shall gain access to the Services through a unique username and password (your unique username and password, the "User ID"), which may be used by you to gain access to the Services only for so long as you are authorized to access and use the Services in accordance with the TOS. Such User ID enables you to access the Services on any non-server device permitted by MVIS (such as, but without limitation and at MVIS's sole discretion, a desktop computer, laptop computer, phone or

PDA, and hereafter a "Device"). You agree to treat the User ID as confidential and not to disclose such User ID, either directly or indirectly, to any person. You shall not use a User ID that MVIS, in its sole discretion, deems offensive or inappropriate. You are fully responsible for all usage and activity of the Services through you, including, but not limited to, any use of the User ID. You are responsible for all access by other users to materials that you maintain on the Services. Only you may access the Services through the User ID and access may not be shared with any other person or used in any manner that is inconsistent with the TOS. You understand and agree that you have no ownership rights in your registration account. You understand and agree that if you cancel your registration account, MVIS and third parties may retain copies of information provided by you.

1.5. **Security:**

You agree (i) immediately to notify MVIS at info@mvis-indices.com of any known or suspected unauthorized use(s) of the Services, including but not limited to your User ID, or any known or suspected breach of security, including but not limited to, loss, theft, or unauthorized disclosure of a User ID or your other information; and (ii) properly to exit the Services at the end of each session. MVIS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PERSON OR ENTITY FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THESE REQUIREMENTS. If a Device on which the Services are accessed is sold or transferred to another party, you agree to delete all cookies and software files obtained by or through use of the Services that are stored on such Device. Notwithstanding anything else herein, MVIS reserves the right to pursue any and all claims against you and any person or entity using your User ID. If MVIS has reason to believe that there is likely to be a breach of security or misuse of the Services, then MVIS may require you to change your User ID or may suspend your account.

1.6. **Audit and Monitoring:**

MVIS reserves the right periodically to audit, monitor, and record (physically or electronically) the use of the Services for any reason or for no reason, such as to ensure compliance with the TOS, to maintain and improve the provision of the Services, and to investigate any complaint or reported violation of our policies. MVIS also reserves the right to report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials, or other persons or entities that we deem appropriate.

3. Fees

MVIS reserves the right at any time to charge fees for access to portions of the Services or the Services as a whole. If at any time MVIS requires a fee for portions of the Services or the Services as a whole, you will be required to register and create an account.

4. Use of Data

4.1. Use Restrictions:

(a) The User may receive, download, store and use Data solely for internal informational purposes. The right to use the Data is subject to the limits described herein and that may be established by the Company in its sole discretion and posted to these TOS in the future.

(b) The User may not store any Data to create historical databases.

(c) The User may not create derived works such as data, works, indices, charts, reports or any kind of products which are in way derived from the Data.

(d) The User may not store, reproduce, further transmit, distribute or make available to third parties any Data or any works derived from Data in any type of format or by any means (including but not limited to the internet, intranet or other type of network distribution).

(e) The User may not use any Data or any works derived from the Data in connection with the issuance, trading, marketing, or promotion of investment products (e.g., derivatives, structured products, investment funds, investment portfolios, etc. where the price, return and/or performance of the investment product is based on or related to the indices or services).

(f) The User may not use the Data in any way or for any purpose that would require a separate license from the Company or other third parties.

(g) The User may not use the Data on behalf of, or for the benefit of, anyone else.

4.2. Sanctions and Remedies:

(a) If the User is in breach of any provisions of this clause 4, the Company is entitled to block the User's access to the Website with immediate effect without any notice and, additionally, to make the User's further use of Data contingent on the User, or its employer, entering into a license agreement with the Company and paying a license fee pursuant to the Company's then current pricing which would apply retrospectively.

(b) The Company shall be entitled to damages (including loss of revenue) resulting from any breach of this clause 4.

(c) Furthermore, the Company is entitled to request the User to rectify such a breach immediately. In particular, the Company shall have the right to request, inter alia, the deletion and/or removal of any data, material, document, products, works etc. that have been used or produced in breach of this clause 4.

(d) Such measures or payments do not entail a waiver or limitation of any other right or remedy available to the Company under these TOS and the applicable laws.

5. Disclaimers of MV Index Solutions GmbH

Neither the Company nor any of its licensors makes any warranties or representations, express or implied, to the User with respect to the access to, and the use of, the Website, the Services, and the Data. In particular, the User acknowledges and accepts the following disclaimers of the Company.

- 5.1. The Company reserves the right to remove any of the Services and/or Data from the Website at any time without notice. The Company may discontinue or change the Website, or its availability, at any time.
- 5.2. The Company may, in its sole discretion, implement at any time and without notice any technical, administrative, content-related or other changes on the Website (including such changes to the Services and/or Data), which changes may affect the Services and/or Data. For example, the Company may change the way the Services and/or Data are organized and formatted on the Website, how they can be accessed and downloaded and, in particular, the Company may also add or remove indices and change methodologies at any time and change the components and methodologies of the indices.
- 5.3. Neither the Company nor its licensors are providing investment advice, tax advice, legal advice, or other professional advice via the Website, and neither the Company nor its licensors sponsor, recommend or endorse the purchase or sale of any security or investment product. Inclusion of a company or other component in an index does not in any way reflect an opinion of the Company or its licensors of the investment merits of such company or other component.
- 5.4. The Website may include data, facts, views, opinions and recommendations of third parties which are used by the Company without any review for accuracy or completeness. The User acknowledges that the Company is not responsible for such content, and that the Company shall have no liability to the User or any other person or entity for the use of such content.
- 5.5. The User may, through hypertext or other computer links, gain access to other websites. The User acknowledges that the Company is not responsible for the content or operation of such websites, and that the Company shall have no liability to the User or any other person or entity for the use of third party websites. The User is solely responsible for determining the extent to which it may use any content at any other websites to which it links from the Website.
- 5.6. Neither the Company nor any of its licensors makes any warranties or representations in respect of the absence of any third party rights related to the use of the Services or Data.
- 5.7. The Website may contain viruses (e.g., computer program files containing codes capable of (a) damaging or destroying software, hardware or data, (b) shutting down, prohibiting access or impairing normal operation, or (c) assisting in or enabling theft or alteration of data), and any of the events described above may negatively affect the use of the Services or Data, the results obtained there from, or the software environment and data used by the User.

6. Limitation of Liability

- 6.1. USER AGREES AND ACKNOWLEDGES THAT THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND MVIS SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS OR AVAILABILITY OF ANY INFORMATION TRANSMITTED OR MADE AVAILABLE VIA THE SERVICE. YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE INFORMATION OBTAINED THROUGH THE SERVICES SUCH AS THE DATA. YOU AGREE THAT MVIS IS NOT RESPONSIBLE OR LIABLE FOR ANY DECISIONS MADE BY YOU AND OTHERS, INCLUDING WITHOUT LIMITATION, WITH RESPECT TO BUSINESS PRACTICES, OR TRADING OR INVESTMENT DECISIONS.
- 6.2. User agrees and acknowledges that all business, trading, investment, and other decisions that you make as a result of the use of the Services are subject to market risk, that investment performance of any kind can never be predicted or guaranteed, and that any decisions you make to invest in any instrument discussed on this Website or the Services will be based solely on your own evaluation of your financial circumstances, investment objectives, risk tolerance, liquidity needs and any other factors that you deem relevant. You should consult your legal or a tax professional regarding your specific situation.
- 6.3. Nothing on the Website or otherwise in connection with the Services shall be considered an endorsement or representation with respect to the business practices, products, services, or otherwise of any user of the Website or Services or any third party. You acknowledge that: (i) the Services may include certain information taken from third party sources; (ii) the provision of certain parts of the Services are subject to the terms and conditions of other agreements to which MVIS is a party; and (iii) none of the information contained on the Website or the Services is intended to provide legal, tax, or accounting advice or services.
- 6.4. You acknowledge that the information provided in the Services is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation or subject MVIS or its parents, subsidiaries, or affiliates to any liability or cause them to violate any law or regulation.
- 6.5. To the extent permitted under applicable law, neither the Company nor any of its parents, subsidiaries, affiliates, agents or licensors shall be liable to the User or anyone else for any loss or injury or damage whether such loss, injury or damage were foreseeable, known or otherwise, and for contingencies beyond its control in procuring, compiling, interpreting, reporting or delivering any Services.
- 6.6. To the extent permitted under applicable law, neither the Company nor any of its parents, subsidiaries, affiliates, agents and licensors shall be liable to the User or anyone else for any damages whatsoever (including, without limitation: any direct, indirect, punitive or consequential loss or damage or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption and whether in tort, contract or otherwise) even if advised of the possibility of such damages.
- 6.7. Neither the Company nor any of its affiliates, agents and licensors shall be liable for damages resulting from 'force majeure', riot, acts of war, epidemics, natural disasters, or other events over which they have no control, (including, without limitation, strikes, lock-outs, traffic disruptions, orders by governmental authorities in Germany or abroad), or as a consequence of technical problems, such as IT disruptions, for which they are not at fault. The term 'force majeure' shall also include computer viruses or intentional attacks by 'hackers' on IT systems, provided that reasonable security systems were in place to avert damage from such attacks.
- 6.8. If you breach or threaten to breach any provision of the TOS, MVIS shall be entitled to seek injunctive relief to enforce the provisions hereof, but nothing herein shall preclude MVIS from pursuing any action or other remedy for any breach or threatened breach of these TOS, all of which shall be cumulative. If MVIS prevails in any such action, MVIS shall be entitled to recover from you all reasonable costs, expenses, and attorneys' fees incurred in connection therewith. MVIS retains the right temporarily or permanently to block access to the Services if MVIS, in its sole discretion, believes the Services have been or may be used for an improper purpose or in violation of the terms of the TOS or the rights of any third party.

7. Intellectual Property

- 7.1. The User acknowledges and accepts that all of the content on the Website, the Services, the Data and the files containing Data are, and shall remain, the property of the Company and/or its licensors, as applicable, and that they are protected by copyright and/or other intellectual property laws and/or unfair competition or misappropriation laws. Such content may only be used in accordance with these TOS and any unauthorized use is strictly prohibited. You agree to abide by all applicable copyright and other laws, as well as any additional copyright restrictions displayed in connection with the Services.
- 7.2. All trade names, trademarks, service marks and other product and service names and logos on the Website used are proprietary to their respective owners and are protected by applicable trademark laws. Any of the trademarks, service marks or logos (collectively, the 'Marks') displayed on the Website may be registered or unregistered marks of the Company or others. Nothing contained in the Website may be construed as granting any license or right to use any of the Marks displayed here without the express written permission of the Company or the owner of such Marks. Any unauthorized use of the Marks is strictly prohibited. You shall not use any of MVIS's or its parents, subsidiaries, or affiliates' Marks in any manner that creates the impression that such Marks belong to or are identified with you or that you are associated with or licensed by MVIS, its parents, subsidiaries, or affiliates to use such Marks, and you acknowledge that you have no ownership rights in or to any of these Marks. You may not remove any Marks incorporated into the Data.
- 7.3. The indices and the respective index values, constituents, methodologies and all other subsets or elements of these indices are proprietary to their respective owners and are protected by copyright, patents, trademark law, data base rights and/or other intellectual property rights, as the case may be. Nothing contained in the Website may be construed as granting any license or right to use any index, in its entirety, or any element or subset of such index, without entering into a license agreement with the Company.

8. Personal Data

The Company has the right to collect, store, process, and transfer personal data in accordance with applicable laws and the Online Privacy Policy on this Website.

9. Invalidity / No Waiver

- 9.1. If any provision in these TOS is invalid or unenforceable under the applicable law, the remaining provisions will continue in full force and effect.
- 9.2. The failure of the Company to insist upon strict compliance with any term or provision shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision.

10. Applicable Law

- 10.1. These TOS, the User's use of the Website and of the Data, and all actions contemplated by these TOS shall be governed by the laws of New York, without regard to the choice of or conflicts of law principles, as if these TOS were a contract wholly entered into and wholly performed within New York.

11. Jurisdiction

- 11.1. Any dispute in connection with these TOS shall be submitted to the exclusive jurisdiction of New York.
- 11.2. Regardless of clause 11.1, the Company shall be entitled to request injunctive relief (including preliminary measures) regarding the use of the Services by the User at the national (or multinational) court(s) where the User uses Data or where the Company's rights shall be enforced.

12. Complaints

- 12.1. To request a copy of the MVIS complaints policy/procedure or to submit a complaint regarding an index or the respective methodology, please contact info@mvis-indices.com or send your request to the following postal address:

MV Index Solutions GmbH
Index Compliance
Lindleystrasse 11
60314 Frankfurt/Main
Germany

Any such correspondence will be handled by Index Compliance.