

# IANUA General Member Terms and Conditions

PRIVATE AND CONFIDENTIAL

1<sup>st</sup> July 2022

## 1. INTRODUCTION

These General Member Terms and Conditions govern the terms under which the IANUA Community will be operated by, and the relationship between, IANUA Market Limited (the “IANUA”) and persons who agree to become members of IANUA (each a “Member” or “you”). In these General Member Terms and Conditions “IANUA Community” means the online and offline community through which members interact, whether directly or through the Company acting as an introducer or arranger.

Members should read these General Member Terms and Conditions (the “Terms and Conditions”) carefully and make sure they understand the rights and obligations of the Company and each member. If you have any questions, please contact us by e-mail at [members@ianua.market](mailto:members@ianua.market)

Our services are not directed to any person in any jurisdiction where (by reason of that person's nationality, residence or otherwise) the publication or availability of the platform, services or website is or may be prohibited. Due to legal restrictions our services are not accessible, or for use, for any person (including legal entities) who is considered a U.S person under applicable legislation.

These Terms and Conditions constitute a contract between IANUA Market Limited and any of its subsidiaries or affiliates, ( “IANUA”, “we”, “us”, “our”) and you (“you”, “user”, “Member”).

IANUA Market Limited is a limited liability company registered in the United Kingdom with registration number 10947868. IANUA is an appointed representative of Laven Advisors

LLP which is authorised and regulated by the Financial Conduct Authority.

If you are not a registered Member, but access or use our services, mobile applications, electronic platforms, IANUA API, website located at <https://invest.ianua.market>, or any other associated website hosted by IANUA or IANUA group of companies, then you will be deemed through such conduct to have agreed and accepted these Terms and Conditions and the Privacy Policy to be found at <https://ianua.market/privacy-policy-imprint/>.

IANUA may amend these Terms and Conditions at any time without notice to you by posting a revised version on our website. The revised version will be effective at the time we post it unless indicated otherwise. However, we will usually provide 10 days prior notice of any substantial change. You will be deemed through such conduct to have agreed to be bound by the amended or modified Terms and Conditions. Otherwise you must cease accessing or using IANUA Community Services.

## 2. IANUA SERVICES

2.1. As the operator of the online platform which will facilitate the interaction between members of the IANUA Community, IANUA will provide the following general services:

(i) IANUA will publish financial research and information on investment opportunities through its investment portal (each an “Investment Opportunity” or “Investment Opportunities”) in the alternative

investment asset market. Such Investment Opportunities may relate to investments offered by non-Members as well as other Members of the IANUA Community;

(ii) introduce Members to providers of Investment Opportunities (each an “**Investment Opportunity Provider**”) and provide financial and other information with respect to and or arrange transactions in or with such Investment Opportunities and Investment Opportunity Providers; and

(iii) provide technical solutions which enable Members to gather information on Investment Opportunities or to share information on Investment Opportunities with other Members. Such solutions may include access via electronic communication systems. Access to these technical solutions are provided as it may be available on any given day and we have no other obligations, except as expressly stated in these Terms and Conditions, and subject to Term 7.

2.2. In addition to the services described above, IANUA may also provide or arrange investment and other research, financial advisory, corporate finance, loan finance, valuation, marketing, placing, structuring, underwriting and co-investment services to Members and or Investment Opportunity Providers and their associated and affiliated persons (together with the services specified in paragraph 2.1 above, the “**IANUA Services**”).

2.3. The IANUA Services may be provided through a variety of technological, commercial and legal solutions. All such services are provided subject to these

Terms and Conditions and any special terms which may be provided to Members and or Investment Opportunity Providers from time to time and or set out in the Annexes of these Terms and Conditions. In the event of any inconsistencies between the terms of any such special terms or any Annex setting out the specific terms and conditions of a service, and the other terms set out herein, the respective terms of the Annex prevail in relation to the respective service.

### 3. CONFIDENTIALITY

3.1. The Member agrees that it:

- a. will hold and treat in confidence all information provided to it by IANUA or any IANUA Members including, without limitation, any research, opinions, financial or other information, and all documentation concerning Investment Opportunities and Investment Opportunity Providers or counterparties (including any IANUA Community Members), and whether provided by, or acquired from, the Investment Opportunity Provider, IANUA, a member of the IANUA Community or some other person (the “**IANUA Confidential Information**”);
- b. will not disclose, in whole or in part, in any manner whatsoever, any IANUA Confidential Information to any person or individual who is not a director, officer, employee, representative, subsidiary, auditor, agent, investor, fund manager, consultant or advisor (including legal counsel) of the Member or its affiliates (collectively, the “**Member Representatives**”); and
- c. will disclose IANUA Confidential Information only to Member Representatives on a “need to know”

basis meaning such persons who are required or reasonably requested in the course of their duties to receive and consider same for the purposes of the Investment Opportunity or for internal legal, compliance or other legitimate reasons, and only if such Member Representatives are, prior to such disclosure, advised of the confidentiality obligations imposed by these Terms and Conditions; unless, in any case, the Member has the prior written consent of IANUA or the Member is required to disclose any IANUA Confidential Information to any competent judicial, governmental, supervisory or regulatory authority or by law, in which case, Member shall give prior notice to IANUA unless precluded from doing so by law. Notwithstanding the foregoing, "IANUA Confidential Information" will not include:

- (i) information which the Member can prove is lawfully already in its possession prior to its receipt from IANUA;
- (ii) information which the Member can prove is lawfully obtained by it from a third party who is not otherwise known by the Member to be prohibited from transmitting the information to the Member by any duty of confidentiality owed to IANUA; and
- (iii) information which is or becomes generally available to the public other than as a direct or indirect result of a breach of these Terms and Conditions by the Member or any of the Member Representatives.

### 3.2. IANUA agrees that it:

- a. Subject to b. below, will hold and treat in confidence all written information provided to it by, or acquired by it from, Members that is marked "Confidential" or that IANUA knows to be confidential including, without limitation, any financial information in respect of the structure, business or operations of the Member (the "**Member Confidential Information**");
- b. will disclose Member Confidential Information to Investment Opportunity Providers and/or the other Members in respect of Investment Opportunities only with the specific written consent of the relevant Member and only on a "need to know" basis;
- c. will not disclose, in whole or in part, in any manner whatsoever, any Member Confidential Information to any person or individual who is not a director, officer, employee, representative, subsidiary, auditor, agent, consultant or advisor (including legal counsel) of IANUA or its affiliates (collectively, "**IANUA Representative**");
- d. will disclose Member Confidential Information only to those IANUA Representatives on a "need to know" basis meaning such persons who are required or reasonably requested in the course of their duties to receive and consider same for the purposes of the Investment Opportunity or for internal legal, compliance or other legitimate reasons, and only if such IANUA Representatives are, prior to such disclosure, advised of the confidentiality obligations imposed by these Terms and Conditions; unless, in any case, IANUA has the prior consent of the Member or IANUA is required to disclose any Member Confidential Information to any competent judicial,

governmental, supervisory or regulatory authority.

- e. Notwithstanding the foregoing, "Member Confidential Information" will not include:
- (i) information which was lawfully already in IANUA's possession prior to its receipt from the Member;
  - (ii) information which is lawfully obtained by it from a third party who is not otherwise known by IANUA to be prohibited from transmitting the information to IANUA by any duty of confidentiality owed to the Member;
  - (iii) information which is independently developed by IANUA;
  - (iv) information which is or becomes generally available to the public other than as a result of a breach of these Terms and Conditions by IANUA or any of the IANUA Representatives; and
  - (v) Investment Opportunity information brought to IANUA by Members for the purposes of seeking investment from the wider IANUA Community, and subject to such further confidentiality undertakings as such Members may require.

#### 4. IANUA'S OTHER ACTIVITIES AND CONFLICTS OF INTEREST

4.1. Each Member hereby acknowledges and agrees that:

- a. IANUA and its affiliates and associated companies may provide the IANUA Services to other Members and or Investment Opportunity Providers and their associated or affiliated parties and or to persons that may have an interest in or be otherwise involved in Investment Opportunities;
- b. Whilst IANUA will seek to allocate

Investment Opportunities in a fair and equitable manner, taking into account of the investment criteria expressed by each Member from time to time, the relative amounts of capital known or believed to be available for investments by each Member and their relative desire for exposure to specific types or classes of alternative investment assets, their investment objectives and the liquidity of the Investment Opportunity and similar factors IANUA makes no promise or guarantee that Members will be offered participation in any or all Investment Opportunities and IANUA's allocation of such Investment Opportunities will be at its entire unfettered discretion.

- c. IANUA and its affiliates and associates may hold direct or indirect positions, and may trade or otherwise structure and effect transactions, for their own account or for the accounts of other clients, in financial instruments of any person that may have an interest in the equity or debt of Investment Opportunities and or Investment Opportunity Providers or be otherwise involved in or with such Investment Opportunities or the Investment Opportunity Providers, or in any currency, commodity, derivative or other asset that may be related to Investment Opportunities;
- d. shareholders, directors, officers and employees of IANUA and its affiliates may serve as officers, directors, advisors and agents of Members, Investment Opportunity Providers and other entities which may carry on businesses considered competitive to or in conflict with IANUA and or the Members;

4.2 By reason of law or duties of confidentiality owed to other persons, IANUA may be prohibited from disclosing certain information to them (or such disclosure may be inappropriate), in particular information as to IANUA's possible interests as described in paragraph 4.2 above. IANUA will nevertheless use best endeavours to disclose any conflicts of interest it may have in relation to specific Investment Opportunities presented by it to Members or presented by Members or Investment Opportunity Providers to IANUA.

4.3 It is agreed that, to the fullest extent permitted by law, IANUA is not acting as a fiduciary of the Members or any of them in providing the IANUA Services and shall have no duty or obligation save as specifically provided herein as otherwise agreed on a case by case basis to provide any financial or other information or to make any reports to the Members in relation to any specific services or Investment Opportunities.

## 5. CO-INVESTMENT

- 5.1. IANUA or its affiliates may, but are not obliged to, invest in Investment Opportunities independently of or alongside Members and may form special purpose or other vehicles for such purposes. The terms of such co-investment will be agreed on a case by case basis with relevant Members but will not be disclosed to non-participating Members.
- 5.2. The terms of such special purpose or other vehicles may include IANUA or its affiliates acting as general partner or investment manager or otherwise taking investment decisions for participating Members or such special purpose or other vehicles and receiving management, performance or carried interest

entitlements in such vehicles and or interests in Investment Opportunities.

## 6. MEMBER OBLIGATIONS

- 6.1. By applying to become a Member of IANUA and using the IANUA Services including bringing Investment Opportunities to IANUA and or investing in Investment Opportunities you confirm that you are eligible to do so and not restricted legally, based on your residency, geographic location, or other eligibility criteria.
- 6.2. If an individual, you agree to provide such personal information about yourself as we may reasonably request from time to time (including, but not limited to, your name, contact details, date of birth, personal identification number, field of activity, residency, bank account information and source of funds); and if a corporation, partnership, trust or other incorporated or unincorporated association you agree to provide such ownership, financial and other information as we may reasonably request from time to time (including, financial statements, constitutional documentation and personal information regarding directors and officers), in each case to enable us to verify your identity and satisfy our initial and ongoing KYC ("Know Your Customer") and AML ("Anti-Money Laundering") obligations and internal procedures. You authorise us to collect and process all such information for these purposes and to provide such information to such state, regulatory and tax or other authorities as may legitimately request such information.
- 6.3. Members also authorise IANUA to, directly or through third parties, make any inquiries we or such third parties consider necessary to verify the information provided by Members including identity

information contained in public domains or reports, bank account information associated with your linked bank account or qualifying credit/debit cards (e.g., name or account details), and to take any action we reasonably deem necessary based on the results of such inquiries or reports. You agree to authorise any and all third parties to whom such inquiries or requests may be directed to fully respond to such inquiries or requests upon written request from us or them to do so.

6.4. The Member will ensure that the information supplied by it is true and accurate and not misleading in any material respect, and that nothing has been omitted which would make any information misleading in any material respect, provided always that the Member will be responsible for any information provided by any third party adviser or servicer. The Member agrees to notify IANUA as soon as reasonably possible of any changes to information previously supplied by the member to IANUA.

6.5. The Member and all relevant affiliates will ensure that all relevant public announcements, statements and publications (if any) made by it or on its behalf in the course of preparing for and executing, and relating to the Investment Opportunity they are in involved in, will, to the extent legally permissible, be made or published only after consultation with IANUA, and in any event will be true and accurate in all material respects and not misleading (whether by omission or otherwise) in any material respect and, where appropriate, will contain all information and expressions of opinion necessary for legal or regulatory purposes (including any requirements of any stock exchange on which any securities may be listed) and all such opinions will be

honestly held and made after due and careful consideration.

6.6. Members agree that IANUA may introduce (whether by written, oral, data, or other form of communication, through the provision of the IANUA Services) them to one or more other Members, Investment Opportunity Providers and or to Investment Opportunities from other sources, including, without limitation, natural persons, corporations, limited liability companies, partnerships, unincorporated businesses, sole proprietorships and similar entities.

6.7. Members further agree that they (and they will take all necessary steps to procure that their employees, affiliates, associates and assigns) shall enter into, or otherwise arrange (either for themselves or any other person or entity) any business relationship with or contact any other person regarding any Investment Opportunity introduced to them by IANUA, an Investment Provider or another Member of IANUA or any of their respective affiliates or associates, whether directly or indirectly, or accept any compensation or advantage in relation to such Investment Opportunities except directly through IANUA, without the prior written approval of IANUA.

6.8. IANUA is relying on your assent to and your intent to be bound by these Terms and Conditions. Without your assent to these Terms and Conditions by using the IANUA Services, IANUA would not introduce any Investment Opportunity or disclose any confidential information to you as herein described.

6.9. You must not post false, inaccurate, misleading, defamatory, or libellous content through, on or in relation to



IANUA, the IANUA Services or any other Member or Investment Provider.

6.10. You may only post content on or in relation to IANUA, the IANUA Services or any other Member or Investment Provider that you own, have created, or that you have clear permission to publish. You acknowledge and agree that IANUA does not endorse any user content and is not responsible or liable for any such content, even though it may be unlawful, harassing, libellous, privacy-invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or may infringe upon the intellectual property or other rights of another.

## 7. IANUA ACCOUNT

7.1. Members are required to create an account on the IANUA platform ([invest.ianua.market](http://invest.ianua.market)) and subscribe to either the “Basic Membership”, the “Prime Membership” or the “Target Membership” (each a “**Membership Level**”) to access the IANUA Services of the relevant Membership Level as more detailed set out at [www.ianua.market/memberships](http://www.ianua.market/memberships) or on request.

7.2. You may be able to sign up or log in to the IANUA Services through authorised third-party service providers. You can access the technical solutions through a web browser or mobile device to view content and information, and otherwise use the IANUA Services, to the extent permitted by their functionality.

7.3. We reserve the right to withhold, remove or discard any content available as part of your account, website, means of information, or

services provided, with or without notice.

7.4. We may, in our sole discretion, refuse to allow you to establish an account with us, or limit the number of accounts that a single user may establish and maintain at any time.

7.5. On the condition that you comply with all your obligations under these Terms and Conditions we grant you a limited, revocable, non-exclusive, non-assignable, and non-sub-licensable license and right to access and use technical solutions through the IANUA website.

7.6. You may not transfer your IANUA account or user ID to another party or enable access to any other party without our written consent.

7.7. If an account is held in joint names, then each account holder is jointly and severally liable for all liabilities and obligations in respect of the account. We will assume instructions received from such an account are given on behalf of and with the knowledge of all account holders. If an account is opened by a corporation, partnership, trust or other incorporated or unincorporated association you must designate the persons authorised to access and use the relevant account and we will be entitled to assume instructions received from in respect of such account are given by or on behalf of such authorised persons. Any action we may take regarding or in reliance on such instructions will be binding on any and all account holders.

7.8. Any use of our services contrary to these Terms and Conditions is strictly prohibited. We reserve all rights not

expressly granted in these Terms and Conditions.

7.9. You may not use the website or the IANUA Services in a manner that: (i) copies or stores any significant portion of the content, (ii) “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the IANUA Service or content (through use of manual or automated means), (iii) harvests or otherwise collects information about users, including email addresses, without their consent.

7.10. You may not commercialise any IANUA Services, application, or any information or software associated with them. You may not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any content of the webpage not owned by you in a way that violates someone else’s (including ours) rights.

7.11. You agree that we may contact you in the manner we have in our records for the following purposes: (i) for reasons relating to your account or your use of our services (such as to collect a debt, resolve a dispute, or to otherwise enforce these Terms and Conditions) or as authorised by applicable law; (ii) to contact you for marketing, promotional, or other reasons that you have either previously consented to or that you may be asked to consent to in the future. If you do not wish to receive any longer any marketing or promotional communications, you may always opt out in the communications preference section of your account, send us an e-mail or click an unsubscribe link in the e-mail sent to you.

7.12. We may share your personal and identifiable information (including telephone numbers and emails) with service providers whom we have contracted to assist us in providing the services, including statistical and marketing analysis. By submitting any member content through or to our services or website you hereby irrevocably grant to IANUA, its affiliates and distributors, a worldwide, royalty-free, non-exclusive, and fully sub-licensable license, to use, reproduce, modify, adapt, translate, publicly perform, publicly display, create derivative works from, transfer, transmit and distribute such content in whole or in part and to incorporate the content into other works in any format or medium now known or later developed. These grants shall include the right to exploit any proprietary rights in such member content, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You grant IANUA the license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display such information on the services or website or on any media. You agree that the grant of rights by you to IANUA and its affiliates is provided without any entitlement of payment of fees or consideration.

## 8. MEMBER PROVIDING INVESTMENT OPPORTUNITIES

8.1. Members can introduce Investment Opportunities and Investment Opportunity Providers to IANUA and other Members. The terms of any engagement between such parties will be agreed with IANUA separately in an engagement letter (the “Engagement



Letter”). In the event of any conflict or inconsistencies between these Terms and Conditions and the terms of an Engagement Letter the terms of the latter shall prevail.

- 8.2. You acknowledge that IANUA does not have an obligation to pre-screen any Investment Opportunity provided by a Member or any Investment Opportunity Provider. However, we do have the right (but not the obligation) in our sole discretion to refuse, edit, move, or remove any Member content (whether or not related to an Investment Opportunity) that is submitted on or through our services.

## 9. FEES AND REFUNDS

- 9.1. We shall charge fees described in this Condition 9 for each Membership Level and the IANUA Services provided for each such Membership Level. Any fees charged by IANUA shall be based on these Terms and Conditions or such other agreements as may be made between ourselves and any Member and or Investment Opportunity Provider.

- 9.2. i) For access to the Basic Membership Level, each Member shall pay an annual fee of 1 % of the aggregate Transacted Notional Value of Investment Opportunities transacted in the relevant 12-month period plus VAT (if applicable) in GBP, payable within 5 business days after the investment opportunity successfully received the investment amount

ii) For access to the Prime Membership Level, each Member shall pay:

- a) an amount of GBP 5,000 per annum plus VAT (if applicable) payable in advance upon joining the Membership

Level “Prime Member” and after that on the same day every year, plus

- b) a Servicing Fee of 0.5% per annum of the aggregate Transacted Notional Volume in the relevant 12-month period subject to a maximum amount of GBP 30,000 per annum plus VAT (if applicable).

iii) For access to the Target Membership Level, each Member shall pay an individual fee of the Transacted Notional Volume, which is to be agreed upon bilaterally.

„**Transacted Notional Volume**“ means the amount made available, directly or indirectly, as investment by the Member to, or in relation to, an Investment Opportunity.

- 9.3. We may change our charges by giving you not less than 3 months in writing. All fees are subject to relevant taxes in accordance with applicable tax laws and any tax amount will be added to the charges.

- 9.4. Members acknowledge IANUA may offer promotional prices and or agree rebates to or other fees with individual members from time to time and any such arrangements shall not affect the liability of Members to pay the Quarterly Servicing Fee or other fees specifically agreed with them.

- 9.5. You agree that IANUA may store your payment information.

- 9.6. If your payment method fails or your account is past due, we may collect owed fees through other collection mechanisms.

- 9.7. The payment options and methods are disclosed on our website.

- 9.8. The due date of your payment will be indicated in the invoice or payment notice.
- 9.9. Subscription fees and unused balances, if any exists, are neither transferable nor entitled to an interest payment.
- 9.10. No-Refund Policy. All our services are sold as-is without any guarantee.
- 9.11. If you haven't paid your amount due by the payment due date, you may be invoiced a late fee. This fee will be applied on the day after the payment due date.
- 9.12. If your account becomes past due, in addition to owing late fees, your account may be suspended for non-payment, and you may be responsible for collection costs and related legal costs.
- 9.13. In the event IANUA terminates your account without cause, as set forth in Term 15.2, IANUA shall refund any unused balance, calculated on a pro-rata basis.
- 9.14. Due to the dynamic nature of the internet, resources that are free and publicly available one day may require a fee or may have access restricted the next, and the location of items may change as menus, homepages, and files are reorganised. Use of IANUA site is at the user's sole risk. IANUA does not warrant that the service will be uninterrupted or error-free. The documents and related graphics published on the site could contain technical inaccuracies or typographical errors. Changes may be made to the information on this site at any time.

## 10. TAX

- 10.1. You must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with your use of the IANUA Services, your loans or returns from the investment. The reporting and payment of any such applicable taxes are your responsibility.
- 10.2. You acknowledge the Quarterly Servicing Fees and all transactional and other fees charged by IANUA or any other member or Investment Opportunity Provider may be subject to valued added or other taxes which will be added to any basic fee quoted.
- 10.3. You also acknowledge that any returns from investments may be subject to withholding or other taxes and that you should take your own independent tax advice on the tax implication of any Investment Opportunity.

## 11. LIABILITY AND WARRANTY

- 11.1. The IANUA Service does not constitute investment, tax, legal, accounting, regulatory or other advice save to the extent specifically agreed in writing in relation to any specific Investment Opportunity.
- 11.2. Each Member hereby represents that it is not, and will not be, relying on any advice or information or on any representation, warranties or statements, whether oral or in writing, provided by IANUA or through the IANUA Community to make any investment or other decisions nor treat any such advice or information as investment, legal, accounting, regulatory or tax advice in connection with the Investment Opportunity.
- 11.3. It is the Member's responsibility to seek independent investment, tax,

legal, accounting, regulatory and other advice regarding the use of IANUA Services and any investment you may make in Investment Opportunities. Each Member should assess any and all risks associated with any investment it enters into and consult with its own legal, accounting, regulatory, tax, business, financial, investment and regulatory capital advisors (as appropriate) as well as such other advisors it deems necessary in order to make an independent analysis of each Investment Opportunity and to determine whether such Investment Opportunity is suitable, proper and appropriate for it.

11.4. Although acting in good faith and considering it to be true and correct, IANUA takes no responsibility for the accuracy, reliability or correctness of information included in the services or materials it provides.

11.5. IANUA Services and all information is provided “as is” and “as available” and without representation of warranty. We do not have control over information provided or published by third parties and we cannot ensure that our analytics, statements, services, or products are correct.

11.6. Members confirm they have read and understood the risk factors set out at Annex [ ] concerning the use of IANUA Services and investing in Investment Opportunities.

## 12. LIABILITY AND WARRANTY OF TECHNICAL SOLUTIONS

12.1. In no event shall IANUA and its affiliates or associates or their respective officers, directors,

employees, agents or suppliers be liable for loss or any damage (including incidental or consequential losses or damages to goodwill or reputation) arising out of or in connection with any of the following:

- a. use of or inability to use the IANUA Services, website or these Terms and Conditions;
- b. delays or disruptions of the IANUA Services or website;
- c. viruses or any malicious software obtained by accessing the IANUA Services or website;
- d. the accuracy or reliability of the content of the IANUA Services or website;
- e. suspension of your account;
- f. any losses incurred by you as a result of investing in any Investment Opportunities;
- g. your need to modify your practice or content of information.

12.2. IANUA is not responsible for the content of any referenced or linked off-site page and is not liable for that content. Links from the IANUA site to other sites do not constitute an endorsement from IANUA. These links are provided as an information service only. It is the responsibility of the Member to evaluate the content and usefulness of information obtained from other sites. You should direct any concerns regarding any external link to its site administrator or webmaster. If you choose to follow one of these links, the policies of that outside site take effect until you return to this site.

## 13. INDEMNIFICATION

13.1. Member agrees to indemnify and hold IANUA and its affiliates and associates

and their respective directors, shareholders, officers, employees and affiliates (each, the "Indemnitee") harmless, to the fullest extent permitted by law, against all actions, claims, proceedings, demands, liabilities, losses, damages and costs (including, but not limited to, attorneys' fees and costs on a full indemnity basis) that may be: (a) brought against the Indemnitee or which the Indemnitee may pay, sustain or incur as a direct or indirect result of Member's, its affiliates' or their sub-contractors' use of the IANUA Services or access to the IANUA Community, including communications and networks, whether in breach of these Terms and Conditions or otherwise; or (b) asserted by any person accessing any part of the IANUA Services or IANUA Community through the Member's account, in either case except if such damages, losses or costs are a result of the fraud, gross negligence or wilful misconduct of IANUA.

13.2. Notwithstanding the foregoing, if any third party makes a claim, or notifies an intention to make a claim, against IANUA which may reasonably be considered likely to give rise to a liability under this indemnity (the "Claim"), Member shall:

- a. as soon as reasonably practicable, give written notice of the Claim to IANUA, specifying the nature of the Claim in reasonable detail;
- b. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of IANUA (such consent not to be unreasonably conditioned, withheld or delayed) , provided that Member may settle the Claim (after giving prior written notice of the terms

of settlement (to the extent legally possible) to IANUA, but without obtaining IANUA's consent) if Member reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;

- c. give IANUA and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Member, so as to enable IANUA and its professional advisers to examine them and to take copies (at IANUA's expense) for the purpose of assessing the Claim; and
- d. subject to IANUA providing security to Member to Member's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as IANUA may reasonably request to avoid, dispute, compromise or defend the Claim.

13.3. This indemnity shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and representatives.

#### 14. PRIVACY

14.1. You should carefully read our Privacy Policy as it is hereby incorporated into these Terms and Conditions by reference, and governs our treatment of any information, including personally identifiable information you submit to us or which we have collected from publicly-available sources. Please note

that certain information, statements, data, and content (such as photographs) which you may submit to IANUA are likely to reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part and that IANUA may process such information, within the terms of the Privacy Policy.

- 14.2. We process information about you in accordance with our Privacy Policy which is available on our website.

#### 15. TERMINATION AND EXCLUSIVITY AFTER TERMINATION

15.1 These Terms and Conditions shall commence on the earlier of the date the Member is accepted by IANUA (or first use of the IANUA Services by the Member if earlier) and will remain in force unless and until the Member ceases to be a Member in accordance with these terms and Conditions. The initial term shall be two (2) years from the first day of the month following the date the Service is first made available to the Member and will automatically renew for additional one year periods, unless one party gives the other at least 60 days' notice prior to the end of each 12 month term. Notwithstanding the foregoing, the confidentiality, limited liability, exclusivity, remuneration and governing law provisions will remain operative regardless of any such termination.

- 15.1. IANUA may, at any time, with or without notice, restrict, suspend or terminate your account in case of breach of these Terms and Conditions or abuse or misuses the services. Misuse or abuse include using offensive language,

providing false or misleading information, using our services commercially without our authorisation, infringing any intellectual property rights or any other behaviour that IANUA, in its sole discretion, deems contrary to its purpose. This cancellation or suspension shall be effective immediately or as may be specified in the notice. Termination or suspension of your account includes disabling your access to IANUA Services and may also bar you from any future use of IANUA.

- 15.2. We have the right to modify, replace, refuse access to, suspend, or discontinue services and technical solutions to a Member, partially or entirely, with or without notice.

#### 16. NOTICES

- 16.1. You agree that IANUA may send you electronic messages about your account and the services. Any such communication will be considered received immediately if we call and discuss this with you, or to be received within 24 hours after the time we post it to our website or email it to you. Any messages sent to you by postal mail will be considered to be received by you 5 business days after we send it.

- 16.2. You may contact us by email [members@ianua.market](mailto:members@ianua.market), our web-based Knowledge Centre, or phone: +44 203 953 8630 for general questions. All legal notices (including legal disputes) must be sent by postal mail to: IANUA Market Limited, Jubilee House, 197-213 Oxford Street, London W1D 2LF, United Kingdom

#### 17. ENTIRE AGREEMENT

17.1. These Terms and Conditions constitute the whole agreement, between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this paragraph shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

## 18. INTELLECTUAL PROPERTY

18.1. The parties agree that IANUA owns all intellectual property in its website, documents, reports, databases, proprietary software, models, processes and other materials that IANUA provides or makes available to the Member in connection with the Ianua Services and all Investment Opportunities (save to the extent such information have been provided by and belongs to a Member or an Investment Provider or some other third party (collectively the "IANUA IP").

## 19. THIRD PARTIES

19.1. A person who is not a Member or an Investment Opportunity Provider has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

## 20. ASSIGNMENT AND DELEGATION

20.1. Member may not assign or delegate any rights or obligations under these Terms and Conditions, except with IANUA's prior written consent. Any purported

assignment and delegation shall be ineffective.

20.2. IANUA may freely assign or delegate all rights and obligations under the Terms and Conditions, fully or partially without notice to Member. IANUA may also substitute, by way of unilateral novation, effective upon notice to you, for any third party that assumes our rights and obligations under these Terms and Conditions. Such notice will be given through our website or email or by any other type of notice.

## 21. GOVERNING LAW AND DISPUTE RESOLUTION

21.1. This agreement and any non-contractual obligations arising out of or in relation to it shall be governed by, and construed in accordance with, the laws of England. Each of the parties hereby irrevocably agrees to submit to the exclusive jurisdiction of the English courts to settle any disputes arising out of or in connection with this agreement (including, without limitation disputes relating to any non-contractual obligations which may arise out of or in connection with this agreement) and that accordingly any such proceedings shall be brought in such courts.

21.2. If any provision of these Terms and Conditions is held to be invalid, void or for any reason unenforceable, such provisions shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

21.3. IANUA and the Member must use their best efforts to resolve any dispute, controversy or claim arising out of or relating to these Terms and Conditions or breach, termination or invalidity in



amicable negotiations. In case the dispute cannot be solved, each party hereby consents to the exclusive jurisdiction of the Courts of England and Wales to settle all disputes or claims arising out of or in connection with the Agreement.

regulation cannot be excluded by agreement with the relevant Member.

- 22.3. None of IANUA nor the Member shall assign, transfer or encumber all or part of their rights and liabilities under these Terms and Conditions.

## 22. GENERAL TERMS

22.1. Each Member acknowledges that IANUA will be acting pursuant to a contractual relationship with each Member on an arm's-length basis and in no event do the parties intend that IANUA act or be responsible:

- a. as a fiduciary;
- b. as a partner in a partnership with any or all the Members;
- c. as a joint venture party in connection with any Investment Opportunity or otherwise; or
- d. in a customer relationship generally or in relation to any particular transaction unless so agreed in writing in respect of such matter; or
- e. under any other obligation except as expressly set forth in these Terms and Conditions.

22.2. IANUA only deals with Members who are professional investors in accordance with the Financial Conduct Authority Rules and the Financial Conduct Authority's Conduct of Business Rules in relation to any business carried on between IANUA and the Member. No provision of these Terms and Conditions shall apply so as to exclude any liability of IANUA which by the Financial Conduct Authority Handbook of Rules and Guidance or other applicable law or

## IANUA Data Privacy Policy

### I. Name and address of the responsible party

The responsible party in terms of the General Data Protection Regulation and other national data protection acts as well as other statutory regulations regarding data protection is:

**IANUA Market Limited**  
**Mappin House, 4 Winsley Street,**  
**London**  
**W1W 8HF**  
**United Kingdom**

**Managing Directors: Leah Cox / Joern Czech**  
**E-Mail: [leah@ianua.market](mailto:leah@ianua.market) /**  
**[joern@ianua.market](mailto:joern@ianua.market)**

### II. General data processing

#### 1. Extent of processing personal data

Principally, we process personal data of our users only when it is a requirement for providing a functioning website along with our contents and services. The processing of personal data of our users takes place periodically and exclusively after the consent of the user. An exemption is in force for such cases, where a prior obtaining of a consent is not possible for actual reasons and where the processing of the data is permitted by law.

#### 2. Legal basis for processing personal data

When we obtain a consent from the person in question to process their personal data, Art. 6 para. 1 lit. The UK General Data Protection Regulation (GDPR) serves as the legal basis. In terms of processing personal data, which are necessary to fulfil a contract, whose signatory party is the person in question, Art. 6 para. 1 lit. b GDPR serves as the legal basis. This applies also to processes that are necessary to execute pre-contractual measures. As far as processing

of personal data is necessary to execute legal obligations, Art. 6 para. 1 lit. c serves as the legal basis.

In case vital interests of the person in question or any natural person require us to process personal data, Art. 6 para. 1 lit. d GDPR serves as the legal basis.

As far as the processing is necessary to protect a legitimate interest of our company or of a third party and the interests, civil rights and fundamental liberties of the person in question outweigh the first-mentioned interest, Art. 6 para. 1 lit. f GDPR serves as the legal basis for processing.

The UK General Data Protection Regulation ("UK GDPR") came into force as a result of the implementation of the Data Protection Brexit Regulations 2019 and merged the General Data Protection Regulation EU 2016/679 (the "EU GDPR") and the applied GDPR (which arises under the UK Data Protection Act 2018) into the UK GDPR. It was designed to protect the privacy of UK citizens and to ensure that consistency on the approach to the data protection is maintained in the UK after Brexit.

#### 3. Data erasure and length of storage

The personal data of the person in question will be erased or restricted, as far as the purpose of the storage lapses. A storage can take place further, if it is required by the European or national legislator in European legal regulations, laws or other regulations, the person responsible is subject to. A restriction or erasure of data takes place even if a deadline prescribed by the mentioned norms expires, unless there is a requirement to save data for a contract closing or a fulfilment of a contract.

### III. Provision of the website and the creation of Logfiles

## 1. Description and extent of data processing

With every view of our website, our system automatically collects data and information of the computer system of the viewing device. The following data will be collected:

- (1) Information about the type of browser and the used version
- (2) The operating system of the user
- (3) The internet service provider of the user
- (4) The IP address of the user
- (5) Date and time of day of the access to the website
- (6) Websites, from which the user is forwarded to our website
- (7) Websites that are viewed by the system of the user via our website

The data will be stored in the logfiles of our system as well. A storage of these data, along with other personal data, does not take place.

## 2. Legal basis for processing data

Legal basis for the temporary storage of data and the logfiles is Art. 6 par. 1 lit. f GDPR.

## 3. Purpose of processing data

The temporary storage of the IP address by the system is necessary to enable a distribution from the website to the computer of the user. For this purpose, the IP address from the user needs to be stored.

The storage in logfiles takes place, to ensure operability of the website. Furthermore, the data enables optimisation of our website and securing safety of our information technology systems. An analysis of data for marketing purposes does not take place.

In these purposes lays our legitimate interest for data processing in accordance with Art. 6 par. 1 lit. f GDPR.

## 4. Length of storage

The data will be erased, once they are obsolete for the achievement of the purpose of their collection. In case of the collection of data to provide the website, it is the case when the respective session is over. In case of storage of data in logfiles, it is the case after no later than seven days. In this case, the IP addresses of the users will be erased, or defamiliarised, so that an attribution of the viewing Client is not possible anymore.

## 5. Possibility to withdraw

The collection of data in displaying the website and the storage of data in logfiles is necessary to operate the website. Hence, there exists no possibility to withdraw from that, on behalf of the customer.

## IV. Usage of cookies

### a) Description and extent of the data processing

Our website uses cookies. Cookies are text files, which are stored in the internet browser on the computer system. If a user is viewing a website, a cookie can be stored on the operating system of the user. This cookie contains a character sequence, that enables a definite identification of the browser when viewing the website again.

We use cookies to construct a user-friendly website. Several elements of our website require that the viewing browser can be identified, also after a change of websites.

In the cookies the following data are stored and transferred:

- (1) Login information
- (2) User Cookie Policy Acceptance

While viewing our website, users are informed about the use of cookies for analysis purposes by an information banner and are directed to this data security policy. In this context there

occurs also a reference about how the storage of cookies in the browser settings can be prevented.

While viewing our website, the user is informed about the use of cookies for analysis purposes and his consent to process the personal data relating to this context. In this context, there occurs also a reference about the data security policy.

#### **b) Legal basis for processing data**

The legal basis for processing personal data using cookies is Art. 6, par. 1 lit. f GDPR

#### **c) Purpose of processing data**

The purpose of using technical necessary cookies, is to simplify the use of the website for users. Several functions of our website cannot be provided without using cookies. For these functions it is essential that the browser is recognised after a change of website page.

We need cookies for the following applications:

Login information (Email address and password)

The user data collected by technical required cookies are not used to build a user profile.

The use of analysis cookies takes place for the purpose to improve our website and its contents. Through the analysis cookies we get to know, how our website is used and are able to optimise our services.

For these purposes lays our legitimate interest to process personal data in accordance with Art. 6 par. 1 lit f GDPR.

#### **e) Length of storage and deletion**

Cookies are stored on the computer of the user and are transferred from this computer to our website. Hence, users have the entire control about the use of cookies. Through a change in the settings of your internet browser you can

de-activate or limit the transfer of cookies. Stored cookies can be erased any time. This can take place automatically. If cookies are deactivated for our website, you may not be able to use all functions of the website to their full extent.

## **VI. Registration**

### **1. Description and extent of data processing**

On our website, we offer users the possibility to register with addition of personal data. The data are keyed in through an input mask and are transferred to us and stored. A transfer of data to third parties does not take place. The following data are collected in the process of registration:

- (1) First- and surname
- (2) E-mail address

At the time of the registration, the following data are stored.

- (1) Date and time of day during registration
- (2) Mailing list subscription preferences

As part of the registration progress, a consent of the user to process these data will be obtained.

Our website uses the service from MailChimp for the storage of mailing list subscriptions and sending of email newsletters. The provider of this service is Rocket Science Group LLC, 675 Ponce De Leon Ave NE, Suite 5000, Atlanta, GA 30308, USA.

MailChimp is a service with which, among other things, the dispatch of newsletters can be organised and analysed. If you enter data for newsletter subscription purposes (e.g. e-mail address), it will be stored on MailChimp's servers in the USA.

MailChimp is certified according to the "EU-US Privacy Shield". The "Privacy Shield" is an agreement between the European Union (EU) and the USA that is intended to ensure

compliance with European data protection standards in the USA.

MailChimp enables us to analyse our newsletter campaigns. When you open an e-mail sent with MailChimp, a file contained in the e-mail (so-called web beacon) connects to the servers of MailChimp in the USA. In this way it can be determined whether a newsletter message has been opened and which links have been clicked. In addition, technical information is collected (e.g. time of access, IP address, browser type and operating system). This information cannot be assigned to the respective newsletter recipient. It is used exclusively for the statistical analysis of newsletter campaigns. The results of these analyses can be used to better adapt future newsletters to the interests of the recipients.

If you do not want an analysis by MailChimp, you must unsubscribe from the newsletter. For this purpose, we provide a corresponding link in every newsletter message. You can also unsubscribe from the newsletter directly on the website.

Data processing is based on your consent (Art. 6 para. 1 lit. a DSGVO or GDPR). You can revoke this consent at any time by unsubscribing from the newsletter. The legality of the data processing operations that have already taken place remains unaffected by the revocation.

The data you have deposited with us for the purpose of subscribing to the newsletter will be stored by us until you unsubscribe from the newsletter and will be deleted from our servers as well as from the MailChimp servers after unsubscribing from the newsletter. Data stored by us for other purposes (e.g. e-mail addresses for the Member area) remain unaffected by this.

You can find more details in the MailChimp data protection regulations at: <https://mailchimp.com/legal/terms/>.

Conclusion of a Data Processing Agreement

We have concluded a so-called "Data Processing Agreement" with MailChimp, in which we commit MailChimp to protect the data of our customers and not to pass it on to third parties. This contract can be viewed at the following link: <https://mailchimp.com/legal/forms/data-processing-agreement/sample-agreement/>.

## 2. Legal basis for data processing

Legal basis for processing data in case of a consent of the user is Art. 6 par. 1 lit.f GDPR.

## 3. Purpose of data processing

A registration of the user is necessary to keep available certain contents and services.

### invest.ianua.market:

The registration is necessary to display the entire functionality of the website (e-mail and mobile notifications). Registrations enable IANUA to verify the identity of the users and when necessary to exclude users. After the registration of the user, either follows i) the erasure of the data from invest.ianua.market, if the user does not obtain access to IANUA, or ii) the anonymisation of personal data like first- and surname and company. The email address and phone number remain, in addition to date and time of the day and last login (Date and time of the day). After the user tested the system (usually 30 days or longer as requested from the customer or IANUA), the data including email address, phone number, company (anonymised), first- and surname (anonymised) as well as the last activities, date of the registration and the last login at invest.ianua.market are erased.

### ianua.market

The registration is necessary to display the entire functionality of the website (e-mail notifications). After the user has been accepted at ianua.market, a user account is created by IANUA. If the user wants to erase his access, a written inquiry must be made to IANUA (e.g. via e-mail to [info@ianua.market](mailto:info@ianua.market)).

Thereafter, the deposited account information including, email address, phone number, gender, company, first- and surname as well as the activities, date of the last registration and the last login on [ianua.market](https://ianua.market), are erased. Both the Data Security Policy and the terms of use need an explicit consent.

#### 4. Length of storage

The data is erased, as soon as is no longer necessary to their purpose of collection. This is the case for the collected data during the process of registration, if the registration on our website is abolished or altered.

#### 5. Possibility to withdraw

As a user you have at any time the possibility to withdraw registration. The data, which are stored about you, can be altered anytime.

Anytime, the users can make a written application to [info@ianua.market](mailto:info@ianua.market) or to the above-mentioned address for erasure of their account and/or for alteration of their data.

### VII. Rights of the person in question

If personal data from you are processed, you are the person in question for the purpose of GDPR and the following rights appertain to you:

#### 1. Right to information

You can request confirmation from the person in authority, if personal data, which are affecting you, are processed by us.

If such a processing is existing, you can request to obtain information about:

- (1) The purpose, on which personal data can be processed;
- (2) The categories of personal data, which are processed;
- (3) The recipient e.g. the categories of recipients, towards which the data relating to you got revealed, or will be revealed;

- (4) The planned length of storage of the personal data relating to you, or, if concrete statements regarding that are not possible, criteria for the determination of the length of storage;
- (5) The existence of a right to correct or to erase the personal data relating to you, a right of restriction of processing through the person in authority or a right to withdraw this processing;
- (6) The existence of a right of complaint at a regulating authority;
- (7) All available information about the origin of the data, if the personal data are not collected at the person in question;
- (8) The existence of an automatised decision making including profiling in accordance with Art. 22 par. 1 ad 4 GDPR and - at least in these cases – comprehensive information about the involved logic as well as the scope and the intended consequences of such a processing for the person in question;

You have the right, to request information, if the personal data relating to you are transferred to a third-party country or to an international organisation. In this context, you can require to be briefed about the suitable guarantees in accordance with Art. 46 GDPR.

#### 2. Right to correction

You have the right of correction and/or completion towards the person in authority, as long as the personal data processes, which are relating to you, are incorrect or incomplete. The person in authority is obliged to do the correction immediately.

#### 3. Right to restriction the processing

Under the following requirements, you can request to restrict the processing of data relating to you:

- (1) If you deny the correctness of the personal data relating to you, which enables the person in authority to verify



the correctness of the personal data;  
(2) the processing is illegitimate and you decline the erasure of the personal data and instead request a restriction of the use of the personal data;  
(3) the person in authority no longer needs the personal data for the purpose of processing, however you need those data to raise a claim, to execute or to defend titles or  
(4) when you withdraw the processing in accordance with art. 21 par. 1 GDPR, without certainty, whether the justified reasons of the person in authority outweigh yours.

If processing the data relating to you was restricted, these data, apart from your storage – can be only processed with your consent, or to raise a claim, to execute or to defend titles or to protect the rights of another natural or legal person, or for reasons of an important public interest of the union or a Member state. If the restriction of processing was restricted in accordance with the above mentioned requirements, you will be briefed before the restrictions will be overturned.

#### **4. Right to erasure**

##### **a) Obligation to erase**

You can request to erase the relevant personal data relating to you of the person in authority immediately, and the person in authority is obliged to erase these data immediately, as long as one of the following reasons is accurate:

- (1) The personal data relating to you are no longer necessary for purposes they have been collected or processes in any way.
- (2) You withdraw your consent in accordance with art. 6 par. 1 lit. a or Art. 9 par. 2 lit. a GDPR, where processing relied in, and an otherwise legal basis for processing is absent.

- (3) You withdraw processing in accordance with art. 21 par. 1 GDPR and no prior justified reason for processing exist. Or you withdraw processing, in accordance with Art. 21 par. 2 GDPR.
- (4) The personal data relating to you was processed illegitimate.
- (5) The erasure of the personal data relating to you is necessary to fulfil a legal obligation in accordance with European legislation or the legislation of the Member states, is subject to the person in authority.
- (6) The personal data relating to you were collected in terms of offered services of an information society in accordance with art. 8 par. 1 GDPR.

##### **b) Information to third parties**

As long as the person in authority made the relevant personal data public and as long as he is obliged to the erasure of those, in accordance with art. 17 par. 1 GDPR, he takes appropriate measures, also in a technical way, with reference to the available technology and the costs of implementing, to inform the person in authority of the data processing, that you as the person in question requested the erasure of all links to these personal data or of all copies and replications.

##### **c) Exceptions**

The right to erasure does not exist as long as processing is necessary

- (1) to exercise the right to freedom of expression and information;
- (2) to fulfil a legal obligation, that is subject to processing in accordance with the legislation of the European union or the Member states, the person in authority is subject to, requires, or, to exercise a task, that is in the public interest or to exercise public legislature, that was brought forward to the person in authority;

- (3) for reasons of the public interest in regarding public health in accordance with art. 9 par. 2 lit. h and as well as art. 9 par. 3 GDPR;
- (4) on behalf of the public interest arising purposes of archiving, scientific research purposes or for statistical purposes in accordance with art. 89 par. 1 GDPR, as long as the right mentioned in section a) probably rules out the achievement of the goals of processing or impacts them seriously, or
- (5) to enforce, exercise, or defend titles.

## 5. Right to instruction

If you exercised the right to instruction, erasure or restriction of processing towards the person in authority, this person is obliged to make the correction or erasure of the data or the restrictions of processing, to all recipients, where the relevant personal data were published, unless this is unachievable or with disproportionate effort.

Towards the person in authority, you have the right to be briefed about these recipients.

## 6. Right of transfer of data

You have the right to receive the relevant personal data relating to you, that was provided to the person in authority, in a structured, on machine-readable format. Furthermore, you have the right to transfer these data to another person in authority, without being impeded by the person in authority, you provided the personal data, as long as

- (1) Processing is based on a consent in accordance with art. 6 par. 1 lit. a GDPR or art. 9 par. 2 lit. a GDPR or on a contract in accordance with art. 6 par. 1 lit. b GDPR
- (2) Processing takes place along with automatised procedures.

In exercising this right, you have further the right to obtain, that the relevant personal data

will be transferred directly from one person in authority to another person in authority, as long as this is feasible. Liberties and rights of other persons are not allowed to be affected negatively.

The right of transfer of data holds not for processing personal data, which are required to exercise a task for the public interest or takes place in exercising public legislature, that was transferred to the person in authority.

## 7. Right to withdraw

Anytime, you have the right, for reasons that result from special situations, to withdraw the processing of personal data relating to you, that occurred in accordance with art. 6 par. 1 lit. e or f GDPR; this also applies for profiling based on these regulations.

The person in authority processes the relevant personal data no longer, unless he can prove reasons worth being protected, which outweigh your interest, rights and liberties, or the processing serves to raise of a claim, to exercise or to defend a claim. If the relevant personal data are processed to operate direct marketing, you have the right at any time, to withdraw the processing of the personal data relating to you for marketing purposes; this also applies for profiling as long as it is connected with direct marketing. If you withdraw the processing for purposes of direct marketing, the personal data relating to you will be processed no longer. You have the possibility, in context of the use of Services of information societies – regardless of guideline 2002/58/EG – to exercise your right to withdraw through automatised procedures, where technical specifications are used.

## 8. Right to withdraw the declaration of consent of the Data Security Policy

Anytime, you have the right to withdraw your declaration of consent to the data Security Policy. Through withdrawing the declaration of

consent, the processing until the withdraw is not affected.

### **9. Automatised decision in individual cases including profiling**

You have the right not to be exclusively subject to an automatised processing – including profiling – depending decision, that develops legal impact for you or heavily affects you negatively in a similar way. This does not apply if the decision

- (1) is necessary for closing or fulfilling a contract between you and the person in authority,
- (2) is legitimate on the ground of the legislation of the European union, the person in authority is subject to and the legislation contains appropriate measures to protect their rights and liberties as well as their justified interest or
- (3) which take place with your explicit consent.

Nevertheless, these decisions are not permitted to depend on special categories in accordance with art. 9 par. 1 GDPR, as long as art. 9 par. 2 lit. a or g GDPR does not hold and appropriate measures to protect the rights and liberties as well as their justified interests took place.

Concerning to the cases mentioned in (1) and (3), the person in authority takes appropriate measures, to protect the rights and the liberties as well as their justified interests, wherefore at least the right to obtain the intervention of a person on behalf of the person in authority, to demonstrate the own stance and to refute the decision, belongs to.

### **10. Right to complaint at a regulating authority**

Regardless of alternative redress procedure in terms of administrative or judicial law, you have the right to complaint at a regulating authority, especially in the Member state of

your location of residence, your job, or the location of the suspected violation, if you have the view, that the processing of the personal data relating to you violates the GDPR.

The regulating authority, where the complaint was filled, briefs the appellant about the stage and the results of the complaint including the possibility of a judicial redress procedure.