

# Frank Digital AG

## TERMS OF USE

These Terms of Use (the "Agreement") are applicable to the: (i) web pages, (ii) services, (iii) content, (iv) databases and (v) information (collectively referred to as the "Services") together with the agreements provided by Frank Digital AG ("Frank Digital") to which you may have access by using Frank Digital's website or any other agreed channel. The content and information included in these Services are provided by Frank Digital and its third-party suppliers (collectively, the "Information Providers"). These Services are made available by Frank Digital subject to the terms and conditions stated below.

### Agreement

By using the Services, you are confirming your consent to be bound by the terms of this Agreement. If you are a natural person who is a resident or citizen of the European Union (EU) or European Economic Area (EEA), or if you are a legal entity established or registered in the EU/EEA, you confirm that you are engaging with Frank Digital AG entirely at your own initiative and not as a result of any direct or indirect marketing, solicitation, or advertising by Frank Digital AG or any of its representatives. You further acknowledge that Frank Digital AG's services are made available to you solely under the reverse solicitation exemption as defined in Article 61 of the Markets in Crypto-Assets Regulation (MiCA). If you do not agree, Frank Digital is not willing to provide you with access to the Services and you should immediately discontinue your use of the Services. You agree that Frank Digital may modify this Agreement at any time in its sole discretion and without prior notice to you. Such changes will be posted online and will be effective upon posting. You should review this Agreement periodically to ensure familiarity with its then-current terms and conditions. Your continued use of the Services shall constitute your acceptance of this Agreement and your continued use of the Services following any modification of this Agreement shall constitute your Acceptance of the Agreement, as amended. If you do not agree to the changes, you must notify Frank Digital in writing or by telephone of your refusal and discontinue your use of the Services.

### Use of the Services

These Services are intended for your personal, non-commercial use.

By using the above-mentioned Services and the software provided by Frank Digital, you acknowledge and agree that:

It is prohibited to use, store, reproduce, display, modify, sell, publish, transmit and distribute, or commercially exploit the Services without prior written permission of Frank Digital and/or any third-party Information Provider(s);

Frank Digital and/or any third-party Information Provider(s) reserve all rights to proprietary information (including, but not limited to, all intellectual property rights such as; patents, trademarks, service marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, drawings, plans and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with the applicable laws, subsisting in or relating to the Services.

You shall not use the Information for any unlawful or unauthorized purpose.

The use and interpretation of the Services requires skill and judgment, and you shall at all time exercise your own judgement in the use of the Services.

You are responsible for all statements made and acts or omissions that occur while your user identification name (or "User Name") and passwords are being used. You are responsible for protecting and securing your User Name and password from unauthorized use and disclosure. If you become aware of, or believe there has been any breach of security for any of your information stored on the Frank Digital website, such as the theft or unauthorized use of your User Name, password, or any other information, you will notify Frank Digital immediately.

The Services have been prepared for informational purposes only without regard to any particular user's investment objectives, financial situation, or means, and Frank Digital is not soliciting any action based upon it. This material is not to be construed as a recommendation; or an offer to buy or sell; or the solicitation of an offer to buy or sell any security, financial product, or instrument; or to participate in any particular trading strategy in any jurisdiction in which such an offer or solicitation, or trading strategy would be illegal. Certain transactions, including those involving complex financial instruments, give rise to substantial risk and are not suitable for all investors. All of the investment decisions you take shall be based exclusively on your own assessment of your financial situation and your investment goals, as well as on your own personal interpretation of the information available, in particular the opinions, mathematical results and technical analyses published on the website, transmitted to you or obtained via the selection and decision-making tools proposed by Frank Digital. You are solely responsible for such decisions. Investments in financial instruments and/or cryptocurrencies featuring on the website are subject to certain risks. The price of financial instruments and/or cryptocurrencies may go down as well as up. Fluctuations in foreign exchange rates can also alter the value of financial instruments and/or cryptocurrencies. The future performance of a financial instrument and/or cryptocurrency cannot be guaranteed by past performance. It is therefore possible that you do not get back the amount you invest. It is strongly recommended that you seek professional advice before taking investment decisions.

The fact that Frank Digital has made the Services available to you constitutes neither a recommendation to enter into a particular transaction nor a representation that any product described on the website is suitable or appropriate for you. Many of the products described in the Services involve significant risks, and you should not enter into any transactions unless you have fully understood all such risks and have independently determined that such transactions are appropriate for you. Any discussion of the risks contained herein with respect to any product should not be considered to be a comprehensive disclosure of all risks or a complete discussion of the risks which are mentioned. You should not construe any of the material contained herein as business, financial, investment, hedging, trading, legal, regulatory, tax, or accounting advice.

### **Geographical restrictions – provision of cross-border services**

The products and services presented on this website are authorized for sale in Switzerland. They are not intended for any person/s who, based on their nationality, place of business, domicile or for any other reasons, is/are subject to legal provisions which prohibit foreign financial services providers from engaging in business activities in these jurisdictions, or which prohibit or restrict legal entities or natural persons from accessing websites of foreign financial services providers.

Where Frank Digital is not authorized by the supervisory authority of a certain country, Frank Digital can as a general rule not promote financial services in that country.

In particular, Frank Digital is not authorized by the supervisory authorities of the USA, Canada, Great Britain, Germany, Italy, and France. This website may however contain information, in particular about financial services and products offered by Frank Digital, that may be considered by the supervisory authorities of the above-mentioned countries as a public offer of financial products or a canvassing targeting persons domiciled in the concerned countries. If you are domiciled in one of the above-mentioned countries, you confirm that you access this website on your own initiative and without any solicitation from Frank Digital.

Frank Digital AG does not offer or market its services to residents or citizens of the European Union (EU) or European Economic Area (EEA), unless the client has initiated contact entirely on their own initiative. Users from jurisdictions where Frank Digital AG is not authorized should not use the services.

### **Website ownership**

The website is the exclusive property of Frank Digital. Frank Digital's proprietary rights shall not be altered in any way by any reproduction or use of the website.

### **Links**

The activation of certain links on the website may cause you to leave the Frank Digital website. Frank Digital does not review any of these linked websites and does not warrant or guarantee, either expressly or implicitly, the quality, pertinence, accuracy, completeness, update status, availability or legality of the content of these websites, nor shall it be in any way responsible for the products, services, information and other content offered via these linked websites. The same applies to websites offering links to Frank Digital's website.

Furthermore, prior written approval must always be obtained before a link from an external website to Frank Digital's website can be created.

### **Confidentiality and Encryption**

Your attention is drawn to the fact that the data exchanged between yourself and Frank Digital is transmitted via open, public networks (such as the Internet) that are not subject to any controls or reviews. The data transferred may travel beyond Switzerland's borders, even if both yourself and Frank Digital are located in Switzerland. In addition, even if the data transmitted is encrypted, it may not necessarily stay encrypted for the entire duration of the transmission, nor may it necessarily remain encrypted at your end: it is possible that data may be intercepted.

Furthermore, you hereby declare that you have taken note that the legislation applicable in your country may prohibit or restrict the importing, exporting or use of encryption algorithms. In no event shall Frank Digital be responsible for any violations of measures governing the importing, exporting or use of encryption algorithms. You alone shall be responsible in the event of any such violation.

Lastly, your attention is drawn to the fact that information transmitted electronically, e.g. by e-mail or SMS, is in principle not encrypted and may be intercepted.

## **Termination**

Frank Digital may exercise full discretion in modifying or discontinuing any part or whole of the Services specified under points (i) to (v) subject to this Agreement at any time without cause or prior notice.

## **Disclaimer of Warranties**

Frank Digital and the Information Provider(s) expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

Although the Services provided have been obtained from sources deemed to be reliable, the Services are provided “AS-IS”, and Frank Digital and/or any third-party Information Provider(s) provide the Services without responsibility for accuracy and correctness. By using the Services, you agree that errors and/or omissions contained in such information shall not be made the basis for any claim, demand or cause of action against Frank Digital or any Information Provider(s).

## **Limited Liability**

Neither Frank Digital, its directors, offices, employees, agents or shareholders, nor any of its third-party Information Providers, their directors, offices, employees, agents or shareholders shall be liable for any direct, indirect, incidental, special or consequential damages arising out of or relating to this Agreement or resulting from the use or the inability to use the Services, including but not limited to damages for loss of profits, use, data or other intangible damages, even if such party has been advised of the possibility of such damages.

In particular, it is expressly stated that in no event will Frank Digital, its directors, offices, employees, agents or shareholders be liable for any loss or damages incurred as a result of errors, technical or otherwise, transmission failures, system overloads, usage problems, interruptions in Services (including but not limited to system maintenance services), any delay in the transmission of information, incompatibility between the website and your files and/or software (in particular your browser) and/or computer, malfunction, interference, the transmission of a virus onto your computer, unauthorized access (as a result of hacking or piracy activities, for example), the willful blocking of telecommunications tools or networks (as a result of mail-bombing, denial of services attacks, for example) or any other failure or inadequacy on the part of telecommunication or network service providers.

## **Indemnification**

You agree, at your own expense, to indemnify, defend and hold harmless Frank Digital, its suppliers, agents, directors, offices, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with the website, or any links on the website, including, but not limited to: (i) your use or someone using your computer's use of the Services; (ii) a

violation of the Agreement by you or anyone using your computer (or account, where applicable); (iii) a claim that any use of the website by you or someone using your computer infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party; (iv) any deletions, additions, insertions or alterations to, or any unauthorized use of the website by you or someone using your computer; (v) any misrepresentation or breach of representation or warranty made by you contained herein; or (vi) any breach of any covenant or agreement to be performed by you hereunder. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. Frank Digital reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Frank Digital in asserting any available defense. You acknowledge and agree to pay Frank Digital reasonable attorneys' fees incurred in connection with any and all lawsuits brought against you by Frank Digital under the Agreement and any other terms and conditions applicable to the access and use of the website, including without limitation, lawsuits arising from your failure to indemnify Frank Digital pursuant to the Agreement.

### **Regulatory Disclosure**

Frank Digital AG is a company incorporated under Swiss law and is not authorized under the Markets in Crypto-Assets Regulation (MiCA) or by any financial supervisory authority of the European Union or European Economic Area. The services described are not offered to EU/EEA residents except under the reverse solicitation exemption as defined in Article 61 of MiCA.

### **Confidentiality Notice**

This document is confidential and is intended only for persons who have contacted Frank Digital AG at their own initiative. It may not be copied, distributed, published, or shared—particularly in jurisdictions such as the European Union (EU) or European Economic Area (EEA), where Frank Digital AG does not offer or advertise its services.

### **Miscellaneous**

By agreeing to the Terms of Use of the Services you acknowledge and agree that Frank Digital, in the interest of security, reserves the right to record all telephone conversations, internet conversations including chat, and any meetings between you and Frank Digital.

You furthermore agree that Frank Digital reserves the right to monitor your use of the Services on the website and that the resultant information may be used by Frank Digital for its internal business purposes.

Any claims arising from this Agreement will be governed by and construed in accordance with the Swiss laws and shall be subject to the exclusive jurisdiction of the Swiss Courts. Frank Digital nevertheless reserves the right to initiate proceedings against you before the competent court at your domicile or any other competent authority.

In the event of one of the provisions of this Agreement being void, cancelled or rendered otherwise invalid, the validity of the remaining provisions of this Agreement shall not be affected or impaired. In all other instances, the Agreement as well as the use of the website are exclusively governed by and construed in accordance with Swiss law.

The section titles in the Agreement are used solely for the convenience of you and Frank Digital and have no legal or contractual significance.