

# OutperformMarket Terms and Conditions

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This document constitutes the terms and conditions (the “**Terms and Conditions**”) that govern access to and use of the OutperformMarket website (the “**Website**”). In using the Website, the User (as defined below) shall comply with the Terms and Conditions.

The Terms and Conditions are available at all times on the Website and may be amended, replaced or supplemented at any time by the Administrator (as defined below) and will be made available on the Website or sent by email or as otherwise agreed with the User. In the absence of any agreement to the contrary, when using the Website, the User shall be deemed to have agreed to comply with the Terms and Conditions. The Administrator shall make every effort to discuss with the User or a representative group of Users any changes to the Terms and Conditions that may have a significant impact on the User.

The Administrator provides content delivery services by electronic means and its activities in this respect are regulated by the laws of the Republic of Poland.

## 1. DEFINED TERMS

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The following words used herein shall have the following meanings:

“**Administrator**” – STOCKTRADEIQ sp. z o.o. with its registered office in Poznan (61-625), at the following address: Czarna Rola 30 Street, a company incorporated under the law of Poland, entered in the Register of Entrepreneurs under number 0001034119 and with tax identification number 9721339207;

“**Account**” – a set of data and information on the User, maintained for the User by the Administrator, including confirmation of the fact of Account Registration, enabling the User to use certain functionalities of the Website;

“**Login**” – the process of authentication and authorisation of a User who has an Account created on the Website, as a result of which the User may, by correctly providing the data of the Account (in particular the e-mail address and password) or the account data of the social network to which the Account is related, gain access to the functionalities of the Website reserved exclusively for Account holders;;

“**Account Registration**” – the process of creating an Account;

“**Terms and Conditions**” – these Terms and Conditions of outperformmarket.com;

“**Website**” – website available under the domain outperformmarket.com, regardless of the method of access provided by the Administrator (via websites or mobile applications), enabling Account Registration, Login for Users with an Account, browsing of the Content and use of the functionalities made available as part of the Website;

“**Content**” – all information, notices and data presented on the Website, including FMP Content;

“**FMP Content**” - licensed content from an external website in the domain site.financialmodelingprep.com, containing stock market information: Company Information, Stock and Earnings Calendars, Stock Fundamentals, Stock Fundamentals Analysis, Stock List, Stock and

Market News, Stock Price, Stock Statistics, Price Target, Market Data, Market Indexes, Market Performance, Historical ETF And Mutual Fund Holdings, ESG Scores.

**“User”** - a natural person using the Website.

## **2. WEBSITE DESCRIPTION AND SCOPE**

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- 2.1 The operation of the Website consists of the presentation of Content, which primarily concerns information on the units of companies listed on regulated markets, technical analysis indicators and news about listed companies. The Content is not presented in real time and may therefore not be fully up-to-date.
- 2.2 The Content is addressed to entrepreneurs, in connection with their professional or profit-making activities. The Website does not constitute and does not contain investment recommendations or other information recommending or suggesting an investment strategy. The Administrator shall not be liable in any way for any investment decisions made on the basis of the Content on the Website, including FMP Content. The User only use the Content at his/her own risk.
- 2.3 The User may use the Content posted on the Website, including FMP Content, only in a way consisting of display and reading.
- 2.4 Administrator may, at its sole discretion, modify or adapt the Website in accordance with technical requirements in unforeseen circumstances or in cases of emergency, without liability to the User. The Administrator will notify the User about such modifications or adjustments which may have a significant impact on the User as soon as it is reasonably practicable to do so.

## **3. USING THE WEBSITE**

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- 3.1 To use the Website, the User needs to have an ICT system that complies at least with the following technical requirements:
  - 3.1.1 Internet access, via an active Internet connection;
  - 3.1.2 having a device and a standard web browser to view and read web pages;
  - 3.1.3 having an address and access to a configured e-mail.
- 3.2 In order to use the full functionality of the Website, the User should perform Account Registration. In order to perform Account Registration, the User needs to select the **“SIGN UP”** tab and enter his/her electronic mail address (e-mail) and then enter the verification code received at the e-mail address provided. After entering the verification code, the User needs to establish a security password and (optionally) a name for their Account.
- 3.3 Using the Account will take place after the Login. In order to Login, the User should select the **“SIGN IN”** tab and enter his/her email address and password specified during Account Registration or use the option of logging in via an account on selected social media (Google, Facebook). In the case of logging in with the account data of a social media account, a profile is created for the User corresponding to the functionalities of the Account, to which the provisions regarding the Account shall apply accordingly.
- 3.4 The User shall not provide others with access to the Account, which includes revealing the password used to access the Account. The User shall be obliged to keep the password for the Account secret

and protect it against disclosure. The User shall be obliged to inform the Administrator immediately if the access data to the Account has been intercepted by third parties and explain the circumstances of the interception.

#### **4. PROHIBITED ACTIVITIES**

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4.1 The User shall refrain from any unlawful activity, in particular:

- 4.1.1 using the Website directly or indirectly for illegal purposes or in violation of the law,
- 4.1.2 using the Website in a manner contrary to the Terms and Conditions, good practice or generally accepted principles of Internet usage,
- 4.1.3 using the Website in a manner that violates the rights of the Administrator, other Users or third parties, in particular by providing false or inaccurate data, impersonating another person or abusing his/her rights,
- 4.1.4 providing data through or to the Website that may violate the law or the rights of third parties,
- 4.1.5 providing data through or to the Website that will disrupt or overload IT systems or cause unauthorised modification of data posted on the Website;
- 4.1.6 taking action with the aim or effect of gaining access to content which is not intended for the User concerned or of sending unsolicited commercial communications.

4.2 The User may not copy, modify or distribute the Content or create derivative content based on it.

4.3 The Website is a database which is subject to appropriate protection under European Union law. Any aggregation or processing of data and other information available through the Website for the purpose of making it available to third parties on other websites, as well as offline, is prohibited, except where the Website's functionality explicitly identifies the option to make certain data available in the form prepared on the Website. It is also prohibited to use Website designations, including distinctive graphic elements, without the Administrator's consent.

4.4 The Terms and Conditions shall apply to any access to or use of the Website, and any use of the Website other than that expressly stated herein shall require the Administrator's consent expressed in a separate agreement. If the User violates the Terms and Conditions, a separate agreement (if concluded), the law or good practices, the Administrator may disable access to the Account or the Website.

#### **5. FEES**

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5.1 The use of the Website is voluntary and free of charge for Users.

5.2 The Administrator may introduce a charge for certain functionalities or services. The User shall be informed of the need to pay on each occasion. The User may not be obliged to pay for a functionality or service that he or she has not agreed to receive against payment.

#### **6. PERSONAL DATA PROTECTION**

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The Administrator's priority is to ensure the confidentiality and security of the User's data processed on the Website. The Administrator shall ensure that appropriate technical and organisational measures are implemented so that the processing meets the requirements of the law and protects the rights of the data subjects. Detailed rules for the processing of personal data on the Website are set out in the Privacy Policy. In assessing whether the degree of security is adequate, the Administrator shall take into account, in particular, the risks involved in the processing and, in

particular, those arising from the accidental or unlawful destruction, loss, modification, unauthorised disclosure of or unauthorised access to personal data transmitted, stored or otherwise processed.

## **7. ROLE AND RESPONSIBILITY OF THE ADMINISTRATOR**

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- 7.1 The Administrator makes the Website available to the Users, but shall not be held liable for the behaviour of the Users or for any improper performance or non-performance of any factual or legal actions by them in connection with the Website, nor shall he be held liable for the consequences of actions taken by the Users or third parties, which constitute a breach of the Terms and Conditions, legal regulations or good practices. The Administrator shall not be held liable for the accuracy and reliability of information provided by Users.
- 7.2 In the event that the User's actions violate the Terms and Conditions, the applicable laws, the rights of other Users or third parties, as well as in other justified cases when the User's Account or activity on the Website requires additional data verification, the Administrator may:
- 7.2.1 suspend the Account for a limited or indefinite period of time;
  - 7.2.2 restrict, for a limited or unlimited period of time, the functionality of the Account with respect to access to all or particular functionalities of the Website.
- 7.3 Irrespective of the suspension of the Account, the User shall bear full responsibility for his/her actions and omissions which are the basis for the suspension of the Account, in particular liability for damages towards the Administrator.
- 7.4 The Administrator cannot guarantee that the Content available on the Website will reach the User in an error-free and complete form. The Administrator shall make every effort to ensure the proper operation of the Website and the correctness of the Content presented therein. The Administrator reserves the right to interrupt the Website's availability, in particular due to breakdowns and modernisation and maintenance work.
- 7.5 The Administrator shall be liable on general terms for damage caused as a result of non-performance or improper performance of the obligations set out herein, excluding lost profits. In relation to entrepreneurs, the Administrator's liability shall be limited to damage caused by intent or gross negligence.
- 7.6 The Administrator may use subcontractors, other websites or assign the operation of the Website to another entity.

## **8. COMPLAINT PROCEDURE**

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- 8.1 The User may lodge a complaint if the services specified herein are not provided in accordance with the Terms and Conditions.
- 8.2 A complaint may be lodged in any form, for example electronically using the contact form or in writing to the Administrator's address. The complaint should contain at least the e-mail address assigned to the Account or, if the complainant has not previously provided an e-mail address, another e-mail address, a description of the objections raised and the desired manner of resolving the matter.
- 8.3 If the data or information provided in the complaint needs to be supplemented, in order for the complaint to be properly considered and for the claimant's request to be satisfied, the Administrator shall request the claimant to supplement the data or information in the specified scope and time limit before the complaint is considered. Failure to comply with the time limit shall mean that the

complaint cannot be processed and shall be dismissed. The action of requesting the complainant to complete the complaint shall interrupt the time limit for processing the complaint.

8.4 The Administrator shall consider the complaint within 14 days from the date of its receipt in a correct form, with the proviso that the Administrator may refuse to consider complaints submitted more than 90 days after the reasons giving rise to the complaint arose.

8.5 A response to the complaint shall be sent to the e-mail address assigned to the Account or provided by the User.

## **9. TERM AND TERMINATION**

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9.1 Upon completion of Account Registration, a contract for the maintenance of the Account is concluded between the User and the Administrator for an indefinite period of time. The contract for the Account may be terminated by the User at any time upon seven days' notice delivered to the email address: *support@stocktradeiq.com*.

9.2 For important reasons not attributable to the Administrator, the contract for maintaining the Account may be terminated by the Administrator with seven days' notice.

9.3 The Administrator may terminate the contract for maintaining the Account without notice if the User has violated the Terms and Conditions or the provisions of applicable law.

9.4 If the contract for the Account has been terminated on the basis of a statement by the Administrator, the Client may not perform the Registration again without the prior consent of the Administrator.

## **10. CONSUMER'S RIGHT OF WITHDRAWAL**

10.1 The User who demonstrates that he/she is acting under the rights of a European Union consumer and who has concluded a contract with the Administrator for the maintenance of an Account has the right to withdraw from the contract without stating any reason within 14 days from the conclusion of the contract.

10.2 The right of withdrawal from a contract concluded at a distance, as indicated in section 10.1, shall not apply in the event that the Administrator has performed the service with the express consent of a person acting on the rights of the consumer, and - with regard to contracts for the supply of digital content that is not recorded on a tangible medium - if performance has begun with the express consent of that person, in particular with regard to Users, the conclusion of the contract shall occur at the moment of Account Registration, and the moment of commencement of service provision shall be the performance of the first Login.

10.3 In the case of persons acting on consumer rights who use the extra-paid services available on the Website, the commencement of the service shall be the activation of the extra-paid services, in the manner specified for the respective service.

10.4 In order to exercise the right of withdrawal referred to in section 10.1, a statement of withdrawal shall be sent within 14 days of the conclusion of the contract to the following e-mail address: *support@stocktradeiq.com* or in writing to the Administrator's postal address.

## 11. FINAL PROVISIONS

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- 11.1 The Administrator may change the Terms and Conditions or launch a modified or new version of the services provided as part of the Website in the event of:
- 11.1.1 the need to adapt to changes in legislation or obligations imposed by state authorities;
  - 11.1.2 introduction or amendment of the Price List;
  - 11.1.3 for reasons of security, fraud prevention and to improve the protection of User privacy,
  - 11.1.4 a technological or functional change in order to improve the operation of the Website;
  - 11.1.5 changes in the scope or manner of the services provided, including termination of all or specific services;
  - 11.1.6 editorial changes.
- 11.2 An amendment to the Terms and Conditions shall take effect on the date indicated by the Administrator after the amended Terms and Conditions have been made available on the Website.
- 11.3 The User, whose e-mail address is available in the Account, shall be notified of the change to the Terms and Conditions by e-mail at least 14 days before the change takes effect.
- 11.4 The contract concluded with the Administrator, the subject of which are the services provided by the Administrator as part of the Website, shall be governed by the Polish law, unless the law in the European Union with regard to entities acting on the basis of consumer rights provides for a different jurisdiction. Any disputes relating to the services provided by the Administrator on the Website shall be settled by competent common courts. An entity which demonstrates that it is acting on the rights of an EU consumer shall have the option of using an out-of-court complaint and redress procedure before the Permanent Consumer Arbitration Court at the Provincial Inspector of Trade Inspection in Poznań. Information on how to access the aforementioned dispute resolution procedure and rules can be found at the following address: <http://www.uokik.gov.pl>, under "Consumer Dispute Resolution". An entity that demonstrates that it is acting on consumers' rights shall also have the possibility to use the EU online ODR platform, available at the following internet address: <http://ec.europa.eu/consumers/odr/>.
- 11.5 Should certain provisions of these Terms and Conditions be declared invalid by a decision of a court or other authorised body, the remaining provisions shall remain valid.
- 11.6 The provisions of these Terms and Conditions, in the relationship between the Administrator and a subject acting under the rights of a European Union consumer, are without prejudice to the applicable legislation, the application of which cannot be excluded, and which grants such subjects more extensive protection.