

Legal notice/Terms of use

1. Acceptance

Please read the following legal notes/conditions of use (hereinafter referred to as the “Conditions of Use”) carefully before accessing our website. By accessing our website and the information, functions, documents, opinions, statements, forecasts, products, services, further links, etc. contained or described therein ("Information"), you declare to have understood the Conditions of Use and accept them in full. If you disagree with or do not understand one or more of the provisions in the present Conditions of Use, we kindly ask you to leave our website.

2. Restricted access

Access to our website is not permitted to natural persons or legal entities that, especially on account of their nationality and/or place of residence/company seat, are subject to legal regulations that prohibit or restrict the publication of the content of our website or access to our website (for any reasons). People to whom this restriction applies must not access our website.

3. No offer

The Information published on our website constitutes neither a recommendation, nor an encouragement or an offer(i) to purchase, sell or hold investment instruments; (ii) to use a (financial) service; (iii) to conduct other transactions; or (iv) to conclude other legal transactions. They are used solely for information and promotional purposes. It cannot be excluded that the described investment instruments or services are unsuitable, inadequate or unavailable for you. Unless expressly indicated, the website and the Information contained therein also do not represent a key information document, a prospectus or a document comparable in the sense of the Federal Act on Financial Services (FinSA).

4. No advice

The Information published on our website does not serve as investment advice, nor does it in any way constitute legal, tax, economic, or other advice. The Information does not refer to specific investment objectives, the financial situation, or the particular needs of specific users of our website and is unsuitable as a basis for decision-making. Before you decide to take any specific action, you should seek advice from a specialized expert. By providing content on the website or by accessing it, the provider does not enter into any legal relationship with the user.

5. No guarantees

We take utmost care in compiling the content on our website. The contents on our website are constantly updated and checked for accuracy. However, we do not provide any warranty (neither express nor implied) and make no representation regarding the correctness, accuracy, up-to-dateness and completeness of the Information published on our website. In particular, we are in no way obliged to update outdated Information, to remove it from our website or to mark it accordingly. The Information contained on our website is subject to change without notice.

Furthermore, we assume no responsibility and give no guarantees that the functions on our website will not be interrupted or are error-free, that defects will be remedied or that the website and the servers from which the content can be accessed are free of viruses, malware or other harmful components or programs.

The past performance of an investment instrument is not necessarily indicative of its future performance. Investments in foreign currencies are also subject to exchange-rate fluctuations. Dividends in connection with an investment instrument may also vary. We do not guarantee (i) the increase or preservation of the value of the capital invested in investment instruments; and (ii) for the amount of future dividends.

All Information and data available through this website, including but not limited to financial market data, exchange-rate information, reports, research, and other financial information, are based on sources that are carefully selected and considered to be reliable. All available Information is provided to users on an “as is” basis without any representations or warranties, express or implied, as to quality, originality, infringement of intellectual property, or its suitability for a specific purpose. The Information provided also does not constitute a guarantee that specific services and/or specific products will be available.

6. No liability

We do not assume any liability or guarantees for access to or use of our or third party websites or for the timeliness, accuracy or completeness of the Information provided on the websites. To the fullest extent permitted by law, [name of partner company] and its directors, employees or agents shall not be liable for any direct or indirect loss or damage, including consequential loss or damage and loss of profits, arising out of or in connection with the Information provided on our website or in connection, directly or indirectly, with the use of our website and the information contained therein or with the risks of the financial markets. To the extent permitted by law, this exclusion of liability also covers liability due to negligence and applies even if we inform about the possibility of such consequences or if such consequences were foreseeable. The exclusion of liability then also applies to any damage that is attributable to third parties having manipulated our website.

7. No orders

The input fields/contact forms contained on our website are not available for placing or revoking orders (e.g., orders/cancellations to buy/sell investment instruments) or other authorizations to us. Orders/cancellations placed in this way will not be executed by us – even without corresponding feedback to the sender – and no effective contract will be concluded with us.

8. Potential conflicts of interest

We cannot exclude the possibility that we ourselves or our directors or employees have in the past invested, are currently investing or will in the future invest in investment instruments about which our website contains information. Furthermore, it cannot be excluded that we have in the past provided, are currently providing or will in the future provide services to the issuers of such investment instruments and that our employees or directors have acted, are acting or will act for the issuers of such investment instruments, for example, as directors. We therefore cannot exclude the

possibility that we or our directors or employees may have an interest in the future price performance of investment instruments.

9. Property rights, copyright, and trademarks

All the elements on our website are protected by intellectual property rights and are the property of us or third parties. Downloading or printing elements of our website does not transfer any rights, in particular no rights relating to software and trademarks. Copyright and trademark notices may neither be changed nor removed. The reproduction of elements of our website, in whole or in part, in any form whatsoever (in particular electronically or printed), is only permissible with full references to the source and with our prior written consent. Without our written permission, you may not systematically retrieve (whether by robots, spiders, automated or manual means) any content from our website for the purpose of directly or indirectly compiling a collection or database or directory or linking to our website. We reserve the right to fully exercise all possibilities to enforce our rights.

10. Links to other websites and third-party content

By using a link, you may leave our website to the websites of other providers (“external links”) and their content. Links to third-party websites as well as third-party content on our website are provided by us in addition to our own content only for reasons of user-friendliness and information. We have no control over the content of such external websites or third-party contents and accept no responsibility for the correctness, accuracy, completeness, truth, timeliness or suitability for any particular purpose. Any liability, in particular for any direct or indirect damage or consequences arising from the use of third-party content or third-party websites, is excluded. We have no influence whatsoever on the content of third parties and linked sites and therefore, despite careful selection, accept no liability for third-party content or the content of external links, in particular for content that has been changed after the link was set up. Responsibility for the content of third parties or linked sites thus lies exclusively with the authors of third-party content or the operators of the websites accessed through the external links.

In addition, we do not warrant that such websites or their content (i) will not give rise to any copyright or trademark claims or other infringements of third party rights; nor (ii) that such websites are free of viruses and other harmful components. No guarantee is given for the authenticity of the documents on the Internet.

Third party websites are not subject to our data protection guidelines. We are not responsible for their data protection and recommend that you read their terms of use and privacy policy carefully before using third-party websites so that you know how your personal data and privacy are protected.

11. Data Protection

All activities in the course of accessing and using our website may be registered, analysed and stored for security, marketing, and system monitoring purposes, among others. Further information on data protection can be found in our privacy policy, which can be accessed via the following link:

<https://www.aquila.ch/en/privacy-statement/>

12. Changes to Terms of Use

We reserve the right to amend these Terms of Use from time to time without prior notice. We therefore ask you to read these Terms of Use each time you access our website and to check whether you also agree to the updated version. If you disagree with or do not understand one or more of the provisions of the updated Terms of Use, we kindly ask you to leave our website.

13. Legal validity of the disclaimers

The aforementioned disclaimers shall be considered an integral part of the website that links to this page. If sections or individual terms of this statement are not legal or correct, the content or validity of the other parts remain unaffected by this.

14. Applicable law and place of jurisdiction

Access to and use of our website as well as the Terms of Use are subject to Swiss law with jurisdiction in Zurich for all users of our website.