



MountainView
THE DATA COMPANY

MVD WEBSITE

Terms and Conditions

Last updated: October 2023

Mountain-View Data GmbH

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MVD WEBSITE TERMS AND CONDITIONS

Last updated: October 2023

INTRODUCTION

These Terms and Conditions (hereinafter: **Terms**) apply to the domain mountain-view.com and any other information, content and materials (including but not limited to services, products, products sheets, tools) on or accessible via www.mountain-view.com (hereinafter collectively used: **MVD Website**).

Please read these Terms carefully as they contain important information regarding your rights and obligations with respect to your use of the MVD Website, including but not limited to various limitations and indemnities.

By accessing or using the MVD Website you signify that you have read, understand, and agree to be bound by these Terms. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use and must cease using the MVD Website.

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1. OWNERSHIP OF THE MVD WEBSITE

MVD Website and all information available on the MVD Website is the property of:

Mountain-View Data GmbH

Mountain-View Platz 1
9103 Diex
Carinthia, Austria

E-mail: office@mountain-view.com

Telephone: +43 (0) 4231 / 25 555

(hereinafter: MVD)

Activity: Fund and financial data provider

Managing Director:

MMag. Wolfgang Matzner

Incorporation information:

Year established: 1994
Registration number: 193424y
UID number: ATU48965400

Bank information:

IBAN: AT98 2070 6045 0017 6856
BIC: KSPKAT2KXXX

Commercial register court:

Regional Court Klagenfurt

Membership in the organization of the Chamber of Commerce

Member of the Carinthian Chamber of Commerce

Supervisory authority:

District Administration Völkermarkt

2. PURELY INFORMATIVE CONTENT ON THE MVD WEBSITE

MVD is making every effort to provide up-to-date, accurate, and verified content on the MVD Website. Nevertheless, MVD warns users that all content is purely informative and that MVD does not assume any responsibility for any action taken on the basis of the MVD Website content. As a user, you use MVD Website and its information, content, and material at your own risk. MVD does not assume responsibility for any damages or losses that may result from the use of the MVD Website. Before making any decision or taking any action, you should consult with professional advisers.

2.1. Fund data and content of our offerings

MVD as a fund data provider, specifically warns users of any service, tool or product on or via MVD Website that all information on any security, including, but not limited to any static or dynamic fund data, portfolio holdings, fund disclosure documents, fund regulatory data, news, and general market news, as well as any results, calculations, ratings and key figures (including but not limited to ratios, average value calculations, and risk information), generated from any such information, is no way to be understood as investment advice or any other recommendation to buy purchase or sale securities or any other financial instruments.

All information is only intended to facilitate an independent decision by a user of any of MVD's offerings on the MVD Website. MVD doesn't guarantee the completeness, accuracy, and timeliness of any above-listed information. As a result, MVD does not assume any responsibility for any action taken on the basis of its data, calculations, ratings, and analysis. Before making any decision or taking any action, we recommend you consult with professional advisers. Furthermore, MVD is not liable for any damages or losses resulting from the use of this information.

3. THIRD-PARTY CONTENT

The MVD Website may contain links to the website, information, content, and other materials made available by third parties (hereinafter: **Third-Party Content**). The availability of any Third-Party Content through the MVD Website doesn't imply endorsement of, or affiliation with any provider of such websites, information, content, or materials. MVD cannot guarantee or assume any liability for any unlawful content on these websites. Your use of any Third-Party Content is at your own risk and is subject to any terms, conditions, and policies applicable to third parties.

4. MVD ONLINE ACCOUNTS

MVD reserves the right to delete inactive service accounts for the usage of any MVD tools, services, or database (hereinafter: **MVD account**). Please note, the MVD account is considered inactive if you have not taken any actions for a period of more than twelve months.

5. PROTECTION OF PERSONAL DATA AND COOKIE POLICY

MVD assures you that your personal data will be processed with the utmost care and in compliance with the applicable laws and regulations.

Please review our **Privacy Statement** and **Cookie Policy**, which govern also your visit to MVD Website, to understand our privacy and cookie practices.

6. COPYRIGHT

All content provided on MVD Website is owned by MVD. The content on the MVD Website cannot be reproduced, transmitted, or distributed, in whole or in part, for commercial purposes without the prior written consent of MVD.

It is expressly forbidden to use the MVD Website for purposes that are harmful to the property or interests of the MVD.

7. INTELLECTUAL PROPERTY

You may not use the “Mountain-View Data” trade name, trademark, logo or design, or any other intellectual property (including but not limited to any of our products, services, and tools, such as EDA, miza.at, etc.) held by MVD, in connection with any product or service that is not of MVD nor in any manner that is likely to cause confusion, take unfair advantage or cause detriment.

Nothing contained on the MVD Website should be construed as granting any right to use any intellectual property without the express prior written consent of the MVD.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

MVD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE MVD WEBSITE, OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THE MVD WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF OUR WEBSITE IS AT YOUR SOLE RISK.

9. FINAL PROVISIONS

9.1. Amendments to this Terms

We reserve the right to amend these Terms at any time without notice to you, but we will use reasonable efforts to publish each amendment before such amendment becomes effective. The latest, version of these Terms will always be published on the MVD Website.

You are responsible for regularly reviewing the Terms.

9.2. Severability

In the event any of the provisions in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions

shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

9.3. Applicable law and Jurisdiction

This Terms is governed by and shall be construed in accordance with Austrian Law. The courts of Austria shall have exclusive jurisdiction over any dispute relating thereto.

9.4. Entry into force

The Terms have been adopted by the management of the MVD and is valid and applicable as of October 2023.