

General Terms and Conditions of Use

1. Preamble

VMR Optimum SA is a Swiss limited company, whose registered office is located at Avenue de Sully 126, c/o Claude Dalla Palma, 1814 La Tour-de-Peilz, Switzerland (CHE-217.968.661) (**VMR Optimum, we, our or ours**). VMR Optimum's purpose is to operate online applications and platforms, notably Rentamax (the **Platform**) (see Article 3 below).

2. Scope of the GTCU

- (a) These general terms and conditions of use (**GTCU**) govern the relationship between VMR Optimum and the Platform's users (the **Users**) and apply without limitation and unconditionally to all downloads, uploads, access and use of the Platform.
- (b) By downloading, registering, accessing or using the Platform, you accept and guarantee that you have the right, authority and capacity to enter into a binding agreement with VMR Optimum, which is subject to the GTCU, and that you do not intend to use the Platform and its features for purposes other than those for which they intended.
- (c) By downloading, registering, accessing or using the Platform, you declare that you understand and accept the version of the GTCU in effect at the time you download, register, access or use said Platform and that you undertake to comply therewith.
- (d) Users are advised to carefully read these GTCU. If a User does not accept these GTCU or refuses to comply therewith, we recommend said User ceases to register, access or use the Platform.

3. General presentation of the Platform

3.1. Purpose of the Platform

- (a) The Platform's sole purpose is to allow the User to define a certain investment universe in abstract terms based only on information provided by the User, and to put the User in contact with financial professionals who are authorized and regulated according to Swiss law, i.e., wealth managers and/or insurance brokers, if and to the extent the User wishes to invest all or part of his or her pension capital.
- (b) However, the Platform is not intended to advise Users as to the effective use of their pension capital in any manner. The potential solutions and investment products proposed are set out for information purposes only and all identifying information on said solutions and investment products has been deleted. The implementation of any strategy or investment necessarily requires the User to seek advice from any of the professionals the Platform puts him or her in contact with so that he or she receives personal advice on products that meet the criteria selected.

3.2. How the Platform works

- (a) The Platform is accessed via the app.rentamax.com website.
- (b) The Platform features are, in particular, as follows:
 - (i) The creation of an account;
 - (ii) The definition of an investment universe and a time horizon;
 - (iii) Setting up contacts with the Platform's partner professionals.

3.3. Platform availability

- (a) The Platform is available 24/7 except in the event of force majeure or an incident outside the control of VMR Optimum, and subject to potential breakdowns and maintenance required for the proper functioning of the Platform.

- (b) The Platform's software version may be updated from time to time to add new features and new services.
- (c) Maintenance and/or updates may take place without the Users being notified thereof in advance.

4. Terms and conditions governing Platform access

- (a) To access and use the Platform's different features, the User must first sign up by creating a personal account.
- (b) To create an account, the User must register and create a personal profile by answering a series of predetermined questions.
- (c) The User's account is personal and may not be transferred. The User alone is responsible for any use that may be made of his or her login information such as the username and password, and the confidentiality thereof, and for preventing any third party from gaining access thereto. The User undertakes to immediately inform VMR Optimum at privacy@vmroptimum.ch in the event of a fraudulent use or a risk of fraudulent use of his or her account or if he or she becomes aware or suspects that his or her login information has been disclosed to a third party or has been compromised in any way whatsoever. The User may be held liable for any violation of this obligation.
- (d) The User is responsible for providing complete and accurate information. He or she guarantees that all the information provided when registering is true and accurate, and that said information will be kept up to date at all times throughout the use of the Platform. The User may modify his or her information directly on the Platform. The User may be held personally liable for any violation of this obligation.
- (e) VMR Optimum reserves the right to require additional information to create the User's account.

5. Price and financial terms

- (a) In principle, access to the Platform is free of charge.
- (b) Some distributors may be required to pay for a license to use the Platform.

6. **User's obligations**

- (a) The User guarantees and undertakes to:
- (i) Access and use the Platform at all times in accordance with the GTCU and all the laws and obligations that apply to the access and use of the Platform;
 - (ii) Provide true and complete information when registering;
 - (iii) Inform VMR Optimum as soon as the User becomes aware of an act of piracy and, in particular, any illegal use of the Platform;
 - (iv) Inform VMR Optimum in the event of the fraudulent use or a risk of fraudulent use of his or her login information.
- (b) The User undertakes to refrain, in particular, from:
- (i) Accessing or using the Platform if he or she has not accepted the GTCU;
 - (ii) Accessing or using the Platform for purposes other than those defined in the GTCU;
 - (iii) Accessing or using the Platform to create a rival product or service or to copy its characteristics or user interface;
 - (iv) Using the Platform to defraud any person or entity;
 - (v) Impersonating a person or entity other than yourself or to misleadingly claim to be associated with another person or entity;
 - (vi) Collecting email addresses or any other content that is available on the Platform for non-personal or commercial purposes unless the User has received the prior express agreement of the person concerned;
 - (vii) Collecting in any manner whatsoever information on Users without their consent or in a manner that contravenes the GTCU and/or applicable law, in particular data protection laws and/or our Privacy Policy;
 - (viii) Creating links to other websites, such as your web page (except your page on the Platform) or third-party websites, without the prior consent of VMR Optimum;

- (ix) Uploading, sending, distributing or transmitting any content intended to display or sell prohibited objects and/or works;
 - (x) Copying, reproducing, altering, modifying or deleting any part of the Platform or its infrastructures;
 - (xi) Publishing fake, erroneous, misleading or defamatory content;
 - (xii) Uploading content that may be illegal, obscene, defamatory, threatening or prejudicial to persons or that violate fair competition principles;
 - (xiii) Distributing any data, information or content that is defamatory, injurious, obscene, racist or xenophobic, shocking, hate or violence-inciting, threatening, harassing and, in general, any content that violates the laws and regulations in effect, public morals and the public order;
 - (xiv) Distributing or publishing unsolicited advertising (spam), mass electronic communications and email chains, or making available viruses or other technologies that may cause a prejudice to VMR Optimum or the interests or property of the Platform's Users;
 - (xv) Using any kind of bot, scraper or any other automatic process, including cookies and pixels, to collect data on the Platform's Users;
 - (xvi) Infringing copyrights, trademarks, image and name rights, patents, rights of publicity, moral rights and/or other intellectual property rights that belong to VMR Optimum or third parties;
 - (xvii) Harassing, persecuting and/or embarrassing in any way whatsoever other Users or any other person;
- (c) The User is responsible vis-à-vis VRM Optimum for any improper use of the Platform, including any conduct that VRM Optimum deems, at its sole discretion, to be deceitful, and for the consequences thereof.
- (d) The violation of any of the obligations referred to in this article may cause the suspension of all or part of the access and/or use of the Platform, the deletion of content, and the immediate shutdown of the personal account, and even a legal action.

7. **Guarantees**

- (a) **THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE”. TO THE EXTENT ALLOWED BY LAW, AND UNLESS OTHERWISE STIPULATED IN THE GTCU, VMR OPTIMUM EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLICIT, REGARDING ACCESS AND USE OF THE PLATFORM.**
- (b) In particular, VMR Optimum does not expressly or implicitly guarantee that:
 - (i) Access and use of the Platform and its features will meet the User’s needs;
 - (ii) Access and use of the Platform will be uninterrupted, secure and free of errors;
 - (iii) The quality of the Platform’s features will be satisfactory;
 - (iv) The information and content published and available on the Platform are at all times up to date, reliable or complete;
 - (v) The Platform’s operational or functionality problems will be corrected.
- (c) The Platform may present links to third-party websites, such as social media platforms or plug-ins. These links are provided solely for Users’ convenience. VMR Optimum does not provide any guarantee as to the workings thereof and does not accept any responsibility or obligation relative to these websites or their content.
- a) VMR Optimum reserves the right, at its sole discretion, to modify, add or delete Platform features, suspend the services, perform any repairs, maintenance and upgrades, and declines all liability for any loss or damage in this regard.

8. **Prevention of conflicts of interest**

- (a) VMR Optimum undertakes to take appropriate measures regarding its organization and personnel to (i) prevent conflicts of interest between itself and the Users and (ii) to avoid any prejudice that may be caused by such conflicts of interest.

- (b) If these measures fail and a conflict of interest arises, said conflict will be notified to the Users.

9. Limitation of liability

a) **TO THE EXTENT ALLOWED BY LAW, AND UNLESS STIPULATED OTHERWISE IN THE GTCU, VMR OPTIMUM'S LIABILITY RELATED TO OR RESULTING FROM THE GTCU, THE PLATFORM, YOUR ACCESS TO THE PLATFORM OR YOUR USE OR INABILITY TO USE THE PLATFORM IS EXCLUDED.**

- (a) The User accepts full responsibility and all the risks resulting from downloading, accessing and using the Platform.
- (b) In particular, VMR Optimum may not be held liable and accepts no liability:
 - (i) In the event of a defect, loss, delay or error in transmission of data that is outside of its control;
 - (ii) Direct or indirect damage of any kind resulting from the User's use or inability to use the Platform;
 - (iii) Direct or indirect damage of any kind resulting from the content and/or the User's use or inability to use the websites linked to the Platform or to which the Users may have access via the Platform;
 - (iv) Any inaccurate, misleading or incomplete information provided by the Users or any third party in the framework of the services and features the Platform offers;
 - (v) The conduct of other Users;
 - (vi) Unauthorized access by third parties to the User's account or personal data;
 - (vii) A violation of the GTCU or applicable laws or regulations by the other Users;
 - (viii) The improper, unauthorized or illegal access or use, or access or use that is contrary to the GTCU, of the Platform, the User's data and the information disclosed by Users on the Platform;

- (ix) The improper or illegal or incorrect use by third parties of the information provided by Users to said third parties;
 - (x) The User's inability to access or use the Platform and/or its features for any reason whatsoever, in particular in the event of maintenance, updates or technical upgrades;
 - (xi) The inadequate functioning of the Platform, in particular in the event of maintenance, updates or technical upgrades;
 - (xii) An interruption in the connection to the Platform.
- (c) We recommend you carefully select the information you publish on the Platform or that you provide to other Users.

10. Indemnification

In particular, the User undertakes to indemnify, hold harmless and defend VMR Optimum from and against any loss, liability, demand and/or claim of a third party caused or resulting directly or indirectly from:

- (i) Your access, use and inability to use the Platform;
- (ii) A violation by you of the GTCU;
- (iii) A violation by you of any law or regulation applicable to your access and use of the Platform;
- (iv) A violation by you of intellectual property rights resulting from your use of the Platform.

11. Data protection

- (a) By using our Platform, you acknowledge the fact that your personal data will be collected and processed by VMR Optimum.
- (b) <https://app.rentamax.com/documents/dataprivacy.pdf> and we have implemented a privacy policy, which is available at describes the personal data we collect, the purpose of such collection and the manner in which we use said data.

- (c) You acknowledge that the Swiss Federal Act on Data Protection, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and any other applicable legislation related to data protection may apply to the processing of your data.
- (d) Non-compliance with the above obligations may, in particular, lead to the suspension or even cancellation of your account.

12. Intellectual property

12.1. VMR Optimum SA's intellectual property rights

- (a) All the trademarks, copyrights, patents and all other intellectual property rights belong exclusively to VMR Optimum or its licensors.
- (b) The content and default features provided or used by the Platform, in particular the computer code, formatting and structure, also constitute intellectual property that belongs to VMR Optimum or its licensors.
- (c) The User acknowledges and accepts that the downloading, access to or use of the Platform confers no intellectual property right on said User relative to the Platform and that said User has not acquired and will in no event acquire, by virtue of the GTCU, intellectual property rights to the Platform.
- (d) The User undertakes to comply with the intellectual property rights related to the Platform and to refrain, in particular, from distributing, publishing, transmitting, transferring to third parties, exploiting, reproducing, copying or modifying said rights without the prior express authorization of VMR Optimum.

12.2. Right to use the Platform

- (a) The User has a right of use that is strictly personal, non-exclusive and non-transferable to use the Platform and its features for his or her own needs and in the framework of use of the Platform and its services that complies with the GTCU and no other use.
- (b) The User undertakes to refrain from reproducing, representing, distributing or modifying the Platform and/or its features by any means whatsoever and on any medium whatsoever in the absence of VMR Optimum's prior express authorization.

- (c) This right of use automatically expires when the mobile app is uninstalled, when the personal account is deleted or when these GTCU are terminated in accordance with the terms of Article 13.

12.3. License to use the content made available online by the Users

- (a) The User alone is responsible for any display, material, text, file, image, photo, video, sound, message or other content (**Content**) that he or she publishes, uploads, posts or displays on the Platform or sends to other Users. The User undertakes to ensure that all the Content published, uploaded, posted or displayed on the Platform or communicated to other Users is true and accurate. The User guarantees that said Content does not cause a prejudice to the intellectual property rights of third parties.
- (b) By publishing, uploading, posting and/or displaying Content on the Platform, the User confers on VMR Optimum a non-exclusive and limited license to use, modify, delete, add, represent and publicly display, reproduce and translate said Content, including, without limitation, on the Platform and social media.

13. Termination

- (a) VMR Optimum reserves the right to suspend or block all or part of your access to the Platform, to suspend or close your account, and to delete or disable any content you upload or share at any time without notice at VMR Optimum's sole discretion.
- (b) If we suspend or definitively close your account, we will notify you thereof in advance by email or by posting a message on the Platform unless we have reason to believe that continued access to your account could cause a prejudice to our Platform or ourselves or that it would violate the requirements of the authorities or other state bodies, applicable laws or regulations, or the rights of third parties.
- (c) VMR Optimum is not required to provide reasons for its decision to cease making the Platform available or to close your account. This decision will not give rise to any indemnification or reimbursement.
- (d) In the event of the User's death, the contractual relationship between said User and VMR Optimum will be terminated automatically, and the User's personal account will be disabled after the relevant supporting documents have been provided by the deceased's assigns.
- (e) The User may cancel his or her account at any time.

14. Applicable law and jurisdiction

- (a) These GTCU and any other related document are governed by Swiss law, to the exclusion of the rules on conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods.
- (b) Any dispute that may arise concerning your relationship with VMR Optimum and/or the GTCU or relative thereto will be subject to the exclusive jurisdiction of the courts for the city of La Tour-de-Peilz in Switzerland, subject to any mandatory forum required by law for recourse to a Federal Court.

15. Safeguard clause

- (a) Should one of the provisions of these GTCU be or become null and void, the validity of the other provisions will not be affected.
- (b) Should one of the provisions of these GTCU be or become null and void, said provision is replaced by one that is valid and as similar as possible to the financial objective of the invalid provision. The same process must be adopted if a contractual deficiency comes to light.
- (c) If mandatory laws allow you to file a claim before a foreign court, you hereby agree to conduct this legal action on an individual basis and waive any right to participate that you may have in any class action or after 30 days if access to the Platform is impossible.

16. Amendments to the general terms and conditions

- (a) VMR Optimum reserves the right to amend these GTCU at any time and without notice. The User will be informed of these modifications by any appropriate means, in particular by publishing the amended GTCU on the Platform. This right includes the right to modify, add or delete provisions of the GTCU.
- (b) All amendments will be effective within thirty (30) days of the publication thereof on the Platform. These amended GTCU will be deemed to have been accepted once the User accesses the Platform after said GTCU have been published.

- (c) VMR Optimum therefore invites the User to regularly read the latest version of the GTCU that is available on the Platform.

17. Contact information

For any question or concern relating to these GTCU, please contact us by email at privacy@vmroptimum.ch or by postal mail at c/o Claude Dalla Palma, Avenue de Sully 126, CP 555, 1814 La Tour-de-Peilz.