

UnitPlus

General Terms of Use ("T&C")

Date: 01.03.2023



UnitPlus InnolInvest GmbH
Monbijoustr. 7, C/O ZEITGEIST
10117 Berlin
www.unitplus.eu

General Terms of Use („T&C“)

UnitPlus InnolInvest GmbH, with its registered office at Monbijoustr. 7, 10117 Berlin, registered in the Commercial Register of the Berlin (Charlottenburg) District Court under HRB 225472 B, e-mail: contact@unitplus.eu (hereinafter referred to as "**UnitPlus**", "**us**" or "**we**") operates an online platform at www.unitplus.eu (hereinafter: "Platform"), through which investors (hereinafter: "**Users**" or "**Investors**") can acquire and sell ETF shares (Exchange-Traded Funds) with the involvement of our partner, Aion Bank SA, a regulated CRR credit institution based in Brussels under the supervision of the National Bank of Belgium (hereinafter: "**Bank Partner**") (hereinafter also referred to as the "**Platform**").

The bank partner acts as the investor's financial portfolio manager by purchasing ETF shares for the investor and enabling them to be held in a customer custody account managed by the bank partner. The investor can thus make one-time purchases or recurring purchases (savings plan) via the bank partner. In addition, a debit card ("**UnitPlus card**") is issued to users by our bank partner. The balance of the UnitPlus card is derived from the investor's available ETF portfolio. When the UnitPlus card is used, e.g., in retail trade (hereinafter: "**purchase of goods**"), the bank partner sells the acquired ETF shares in principle for the equivalent value of the purchase of goods made.

The services of the Bank Partner can be accessed via our platform or the mobile application provided by us (hereinafter: the "**UnitPlus App**").

UnitPlus has a permit as a financial investment broker according to § 34f of the German Trade Regulation Act (GewO).

Notice:

The acquisition of ETF shares is associated with considerable risks and can lead to the complete loss of the capital invested (total loss). Returns generated in the past are not a reliable indicator of future performance.

Investors should read the product [risk information](#) provided by our banking partner before purchasing ETFs in the App. UnitPlus does not provide investment advice or financial portfolio management, i.e. UnitPlus does not make investment recommendations, nor does UnitPlus check whether the purchase of ETF shares is individually suitable for the investor. The bank partner carries out a suitability check.

1. Subject of the terms of use

These terms and conditions govern the contractual basis for the use of our platform and the UnitPlus app. Each user should therefore read the T&Cs carefully and completely. If a user does not agree to these T&Cs, he/she cannot use the platform and the UnitPlus app.

The use of our bank partner's services is subject to the bank partner's separate contractual terms and conditions, which are provided to each investor upon registration. The Bank Partner's contractual terms and conditions apply exclusively to the Bank Partner's services; UnitPlus is not responsible for the Bank Partner's services.

2. Use of the platform and the UnitPlus app

- 2.1 The User can make use of the services offered by our bank partner via our platform or the UnitPlus app. This means that the User can conclude a contract with the Bank Partner via the UnitPlus app on the basis of the Bank Partner's contractual terms and conditions for the opening and management of a customer securities account for the custody of ETF shares and a financial portfolio management contract for the acquisition or sale of ETF shares. In addition, the user receives a debit card connected with the investment account from our bank partner, which the user can use for payments and cash withdrawals in accordance with the bank partner's terms and conditions.
- 2.2 UnitPlus enables the conclusion of a contract between the Investor and the Bank Partner via the Platform or the UnitPlus App. In addition, the Investor can instruct the Bank Partner via the Platform or the UnitPlus App to buy or sell ETF shares (once or repeatedly) as part of financial portfolio management.
- 2.3 The User shall pay various fees for the Bank Partner's services, which are listed in the Bank Partner's List of Prices and Services (PLV). We receive our share of this fee directly from the Bank Partner. UnitPlus sends invoices from the bank partner to the user on behalf of the bank partner.
- 2.4 Insofar as UnitPlus offers links to third-party websites with third-party content on the platform, this third-party content was checked at the time of the initial linking to determine whether it would trigger civil or criminal liability. It cannot be ruled out that the content is subsequently changed by the respective providers. UnitPlus does not constantly check the content of linked websites for changes that could give rise to a

new responsibility. Users of the platform are recommended to inform themselves on the forwarded/linked pages about the applicable terms and conditions as well as the privacy policy and privacy notices of the respective providers.

3. Registration and opening of an account

3.1 In order to use our platform or the UnitPlus app in accordance with these T&Cs and to make use of the services of our banking partner, Users must open an account with UnitPlus. This can be done on the platform or in UnitPlus. Users follow the instructions in the registration process on the platform or in the UnitPlus app and enter the personal information required for this (e.g. first and last name, address). For the UnitPlus app, users need a compatible mobile device (e.g., cell phone). The UnitPlus app can be downloaded from the Apple Store or Google Play Store.

3.2 To open an account, users must meet the following requirements:

- Users accept these terms and conditions and acknowledge our privacy policy.
- For the use of the services of the Bank Partner, the Users accept the terms and conditions of the Bank Partner.
- The users have their residence in Germany.
- The users are at least 18 years old.
- The users open the account for themselves and act on their own economic account.

3.3 Users must specify a bank account as a reference account that is held in at least their name at a credit institution authorized within the European Economic Area (EEA).

3.4 The access data for the account must be kept secret. Third parties may not be granted access to the account.

4. Client identification

- 4.1 Our banking partner must fulfill various obligations to prevent money laundering ("identification") in accordance with the statutory provisions applicable to it. Our banking partner will identify the Users prior to the conclusion of the contract.
- 4.2 The users shall truthfully provide all information required for identification via the platform or UnitPlus. Users shall also state whether they are a politically exposed person, a family member or a person known to be close to them. UnitPlus will forward the information to the bank partner or its service provider on behalf of the user. If it is not possible to identify the user in accordance with legal requirements, our bank partner will refuse to conclude a contract or is entitled to terminate the agreement with the user. In this case, the use of our platform is also excluded.
- 4.3 For identification purposes, users must undergo an identification procedure. The bank partner can commission a service provider for this purpose. Access to this takes place via our platform or the UnitPlus app. For this purpose, users need an official identification document and a camera. Users follow the instructions in the identification procedure. Users will be informed when the identification process has been completed.
- 4.4 Users must inform UnitPlus and our banking partner of any changes to their details by email for the duration of the business relationship. UnitPlus intends to enable Users to make changes directly on the platform or in the UnitPlus app in the future. We will forward the corresponding changed data to the bank partner on their behalf.

5. Investing through our Bank Partner

- 5.1 Users can invest in various ETF portfolios via the Bank Partner. This is done on the basis of four different investment strategies (portfolio strategies) of our bank partner explained on the platform or in the UnitPlus app. The investment strategies differ in terms of the composition of the ETF portfolio to be acquired by users via the bank partner with regard to the proportion of equities and bonds. The investment strategies also differ geographically. Investments are made in industrialized countries such as the USA and Germany, but also in emerging markets such as India and Brazil. The general rule is that the greater the proportion of equities and the greater the investment in emerging markets via ETFs, the riskier the investment strategy.
- 5.2 Each user answers ten questions about his or her asset situation, investment objectives, risk tolerance, knowledge and experience. On this basis, the bank partner

recommends one of the four possible investment strategies on the basis of a suitability test carried out by the bank partner.

- 5.3 By selecting an investment strategy and concluding a financial portfolio management agreement with the Bank Partner, the Bank Partner is commissioned to implement the investment strategy confirmed by the User in accordance with the Bank Partner's Conditions for the UnitPlus card and Special Conditions for Portfolio Management Services. The bank partner decides on the selection of the specific ETFs. The bank partner may propose a modified investment strategy to users and implement it with the users' consent.
- 5.4 Users can invest a one-off amount via the bank partner or recurring amounts as part of a savings plan in accordance with the investment strategy they have selected. A personalized savings plan can also be set up. In this case, changing amounts are invested monthly based on current income and spending behavior via the reference account.

The personalized savings plan is made possible in cooperation with fino run gmbh ("fino") via an Open Banking interface (regulated via PSD II). Fino is approved by the German Federal Financial Supervisory Authority (BaFin) as an account information service provider (AISP). Using account information data, such as liquidity inflows and outflows, the algorithm developed by UnitPlus can determine a savings and investment ratio that makes sense for customers. Customers can set investment preferences, such as minimum and maximum amounts as well as a base amount remaining on the reference account, within the UnitPlus app.

Customers' online banking access data is not shared with anyone and remains completely invisible to third parties. Fino uses standard banking encryption to provide a secure connection to your account. By using the personalized savings plan, customers agree to the [General Terms and Conditions](#) of fino run gmbh.

6. UnitPlus card

- 6.1 The Bank Partner shall provide each User with an UnitPlus card with the "UnitPlus" brand, which the User may use for payments in accordance with the Bank Partner's Conditions for the UnitPlus card.
- 6.2 If the User has ETF shares in his or her customer securities account with the Bank Partner, he or she may use the UnitPlus card to purchase goods up to the specified card limit (generally EUR 2,000 or 70% of the portfolio value if the ETF portfolio is

less than EUR 2,600). At the request of the user, the card limit can be increased by the bank partner for a limited period of time. When using the UnitPlus card, the bank partner will sell the corresponding ETF shares in its role as asset manager for the user. Details are regulated in the Conditions for UnitPlus card of the bank partner.

- 6.3 The Bank Partner shall withhold and pay capital gains tax (plus solidarity surcharge and church tax, if applicable) on profits generated by Users in the event of a sale through the use of the UnitPlus card in accordance with the applicable statutory provisions, unless corresponding tax allowances have been deposited.

7. Payment of balances

- 7.1 In addition to using the UnitPlus card to purchase goods, investors can also liquidate their ETF portfolio by instructing the Bank Partner to sell their ETF units. Investors place the corresponding orders via the UnitPlus App.
- 7.2 The proceeds obtained from the sale shall be paid by the Bank Partner – less any taxes withheld – to the reference account specified by the Users.
- 7.3 Users also have the option of making cash withdrawals from ATMs, provided they have a corresponding ETF portfolio. The regulations on the use of the UnitPlus card pursuant to Clause 6 shall apply accordingly.

8. ETF-back Program

- 8.1 UnitPlus offers Users a so-called ETF-back bonus program. This means that for each payment with the UnitPlus card, Users will be credited an amount of 0.10% of the purchase value in the form of ETF shares by UnitPlus on the ETF shares sold by the Bank Partner (hereinafter: "**ETF bonus**").
- 8.2 The ETF bonus is made at the end of each calendar quarter directly by the Bank Partner who acquires the corresponding ETF shares for the Users. UnitPlus shall bear the costs for the ETF bonus.
- 8.3 UnitPlus provides the ETF bonus voluntarily, without recognition of any legal obligation. A payment of the ETF bonus in Euro will not be made or only in accordance with the applicable regulations for the liquidation of the ETF portfolio of the investors.

- 8.4 UnitPlus reserves the right to change or discontinue the ETF-back program at any time for the future (especially in case of abuse or violation of our terms and conditions).
- 8.5 In addition, with regard to the ETF-back Program, our Terms and Conditions of Participation for the [Units bonus program](#).

9. Liability

- 9.1 We shall be liable for intent and gross negligence in accordance with the statutory provisions. We shall only be liable for slight negligence in the event of a breach of a material contractual obligation (cardinal obligation), the fulfillment of which is a prerequisite for the proper execution of the contract and on the observance of which the User may regularly rely, as well as in the event of damage resulting from injury to life, limb or health. In the event of slight negligence, we shall only be liable for foreseeable damage, the occurrence of which must normally be expected.

Liability under the Product Liability Act or for damages based on the breach of a warranty assumed by us shall remain unaffected. In the scope of application of the Telecommunications Act (TKG), the liability rule of § 44 a TKG remains unaffected..

The above limitation of liability shall also apply in favor of our employees, representatives, organs and vicarious agents.

- 9.2 Data communication via the Internet cannot be guaranteed to be error-free and/or available at all times according to the current state of technology. In this respect, UnitPlus is not liable for the constant and uninterrupted availability of the website.

10. Contract term and termination

- 10.1 The contractual relationship between Users and UnitPlus regarding the use of the Platform or the UnitPlus App (hereinafter: "User Relationship") shall run for an indefinite period of time.
- 10.2 Each contracting party can terminate the usage relationship at any time with a notice period of two weeks by declaration via email. Users can also terminate the usage relationship accordingly via a termination button on the platform or the UnitPlus app. This does not affect the right of the Parties to terminate the usage relationship without notice for good cause.

- 10.3 If the contractual relationship between the User and the Bank Partner is terminated (for whatever legal reason), the user relationship shall also end.
- 10.4 With regard to ETF shares still held in custody by the Bank Partner for the Users at the time of termination, the Conditions for the UnitPlus card as well as all special conditions of the Bank Partner shall apply.

11. Language

These T&C are written in the German language. Non-binding translations of the General Terms of Use into another language are for information purposes only. If a translation differs from the German language version, this German language version shall take precedence.

12. Storage of these general terms and conditions

Users receive these T&Cs in the version valid for them via the platform or the UnitPlus app and should save them permanently. UnitPlus will not save this contract text separately.

13. Communication with users

- 13.1 Users can contact UnitPlus at any time with questions and/or complaints about our platform and/or the UnitPlus app via a contact form on our platform or the UnitPlus app. We will endeavor to respond promptly (usually within three business days) between Monday and Friday between 9 a.m. and 7 p.m. CET.
- 13.2 UnitPlus is also available to Users for all questions and/or complaints regarding the Bank Partner's services and will immediately forward all User communications to UnitPlus regarding the Bank Partner. UnitPlus will support the Bank Partner in answering questions from Users and will forward all communications from the Bank Partner to Users (including invoices, notices of termination, etc.).

14. Data privacy

The collection, use and processing of the users' data by UnitPlus takes place exclusively within the framework of the privacy policy of UnitPlus, which is made available to the users via the platform or the UnitPlus app.

15. Governing Law

The laws of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions. If a user is a consumer and his/her habitual residence is in a member state of the European Union, German law shall also apply, whereby mandatory provisions of the state in which the user has his/her habitual residence shall remain unaffected. The non-exclusive place of jurisdiction is Berlin.

16. Miscellaneous

- 16.1 In the event that one or more present or future provisions of these T&C should be or become invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions of these T&C shall not be affected thereby.
- 16.2 The European Commission has established a European Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. UnitPlus does not participate in dispute resolution procedures with a consumer arbitration board.



UnitPlus InnolInvest GmbH
Monbijoustr. 7, C/O ZEITGEIST
10117 Berlin
www.unitplus.eu