

General Terms and Conditions (GTC) – VinciFi

1. Scope of Application

These General Terms and Conditions (GTC) govern the use of the mobile application "VinciFi" as well as all related services, content, and functions offered by VinciFi GmbH.

The provider of the application is: **VinciFi GmbH** Durchschnitt 27 20146 Hamburg Email: info@vincifi.com

By using the application, the user agrees to these GTC.

2. Status of the Provider

The Provider is not a credit institution within the meaning of the German Banking Act (KWG), a financial services institution or securities institution within the meaning of the KWG/WpIG, an investment advisor, investment broker, or financial portfolio manager within the meaning of the WpHG, nor an insurance intermediary or advisor.

The Provider is not subject to any authorization or ongoing supervision by the Federal Financial Supervisory Authority (BaFin).

The contents specifically do not constitute an investment recommendation within the meaning of MiFID II. The use of the App does not constitute a regulated financial service.

3. Description of Services

VinciFi provides a free digital analysis and information platform. The application allows users access to structured financial information, market key figures, evaluations from S&P Global Market Intelligence, and automatically generated analyses.

For this purpose, VinciFi provides a digital chatbot – "VinciFi AI".

The chatbot automatically provides general information on finance-related topics, in particular on financial terms and their contexts, general market mechanisms, publicly available information, and educational content.

The chatbot's responses are generated automatically and are based on statistical language models, generally available information, abstract data patterns, and a proprietary knowledge base.

There is no claim to specific functions, content, or permanent availability of the application.

4. Financial Information and Automated Analyses

The content, data, key figures, analyses, and evaluations provided via this application serve exclusively for information, analysis purposes, and the expansion of the user's knowledge.

The financial information provided by VinciFi constitutes neither investment advice nor an investment recommendation or a solicitation to buy, sell, or hold financial instruments.

In particular, it is pointed out that VinciFi AI does not provide investment advice, investment brokerage, financial portfolio management, tax advice, legal advice, credit, or insurance advice.

The user is expressly advised that all investment decisions are always to be made on their own responsibility and at their own risk. Participation in stock exchange and securities trading involves significant financial risks, which can lead to the total loss of the invested capital.

VinciFi assumes no liability whatsoever for the user's investment successes or failures. This also applies if specific securities or financial products are mentioned.

No guarantee is assumed for the accuracy, completeness, or timeliness of the provided data and information.

The use of the application does not establish any advisory, brokerage, or contractual relationship within the meaning of the German Banking Act (KWG) or the Financial Investment Brokerage Ordinance (FinVermV).

5. Use of the Application

The user undertakes not to make any unlawful, misleading, or abusive inputs.

The user undertakes not to enter personal data of third parties without a legal basis and not to use the chatbot for automated decision-making with legal effect.

Use for the purpose of circumventing legal obligations or regulatory requirements is prohibited.

Abusive use, in particular for automated querying, resale of content, or circumvention of technical protection measures, is prohibited.

6. AI Transparency Notices

Artificial intelligence is used in the App, particularly in the form of a text-based chatbot. Users are hereby expressly informed that they are interacting with an AI system.

The use of AI is not for the purpose of automated decision-making within the meaning of Art. 22 GDPR.

7. Free Use

The use of the application is free of charge. The Provider reserves the right to adapt, expand, or restrict the scope of functions in the future.

8. Availability and Changes

The Provider is entitled to restrict or discontinue the application temporarily or permanently for technical, legal, or operational reasons.

9. Liability

The Provider is liable only for damages based on intent or gross negligence.

In cases of slight negligence, the Provider is liable only for the breach of essential contractual obligations and limited to typical foreseeable damages.

Liability for financial losses, lost profits, or incorrect decisions based on chatbot outputs is excluded to the extent permitted by law.

Liability according to mandatory statutory provisions remains unaffected.

10. Amendments to the GTC

The Provider reserves the right to amend these GTC at any time. Changes will be communicated to users in an appropriate manner.

11. Data Protection

The processing of personal data takes place in accordance with the Privacy Policy. Chat contents may be technically processed; permanent storage occurs only insofar as this is necessary and legally permissible.

12. Intellectual Property

All content, texts, and outputs of the chatbot are subject to copyright and ancillary copyright law. Further use, reproduction, or commercial use requires the prior consent of the Provider.

13. Blocking and Termination

The Provider is entitled to exclude users from use, in whole or in part, in the event of violations of these GTC.

14. Severability Clause

Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

15. Platform-Related Notices (Apple App Store / Google Play Store)

If the application is downloaded via the Apple App Store or the Google Play Store, the following provisions additionally apply:

- This agreement is concluded exclusively between the user and VinciFi GmbH.
- Apple Inc. and Google LLC are not parties to these GTC.
- Apple Inc. and Google LLC assume no responsibility or liability whatsoever for the application, its content, functionality, or legal compliance.
- Apple Inc. and Google LLC are not responsible for claims by the user or third parties in connection with the use of the application, including – but not limited to – product liability claims, claims due to violations of statutory or regulatory requirements, and claims arising from the protection of intellectual property.
- To the extent legally required, Apple Inc. and Google LLC are third-party beneficiaries of this agreement and are entitled to enforce these provisions against the user.

16. Final Provisions

The law of the Federal Republic of Germany shall apply. The place of jurisdiction is, to the extent permissible, the registered office of the Provider.