

*This is a translated version of the Finnish original document, which apply in case of conflict of contents.*

## CLIENT AGREEMENT REGARDING THE ELECTRONIC ZENOSTOCK SERVICE PROVIDED BY ZENITO OY

### PARTIES

#### Client

Party, that has approved these terms and represents himself in relation to Zenito Oy and that Zenito Oy has approved as its Client.

#### Zenito Oy

ZenoStock is the electronic internet service at [www.zenostock.com](http://www.zenostock.com) provided by Zenito Oy. Zenito Oy's office location is placed in Helsinki.

### SERVICE

The Client gets access to the ancillary service provided by Zenito Oy, i.e. the electronic ZenoStock service, by registering required information, accepting the terms regarding the service, and paying the subscription fee mentioned in the electronic service, according to the chosen subscription period.

### APPLICATION OF TERMS AND THE TERMS OF THE AGREEMENT

The terms of this agreement are applied at all times to the Client or the representant of the Client when using the electronic service provided by Zenito Oy. The regulation regarding these terms, regarding the Client, is applied also to the Client's representant without further notice.

With the electronic service is meant the service provided by Zenito Oy, the Client can use primarily by being connected through data connection to the, for the service by Zenito Oy defined system, and additionally the electronically provided customer service related to this service.

In addition to the terms regarding the electronic service, the current price list regarding the service is applied to the contract relationship between the Client and Zenito Oy.

Concerning different language versions of these terms, and in case of conflict, the terms written in Finnish are primarily applied.

The electronic service provided by Zenito Oy is meant for a user, who is interested in stock and different to the economy related subjects. The service is meant for the before described user, as information source, for exploration of stock and stockmarkets on one's own according to each own's preferences.

The contents of the electronic service provided by Zenito Oy does not constitute investment research, financial analysis or investment advice. The contents may not be considered as a recommendation to either buy or sell stock or other investment instruments. No guarantees regarding the correctness of the contents, written or numerical, can be given. In case the Client using this service wants to form an opinion regarding stock or other investment instruments for a possible investment decision, the Client solely is responsible for this. In this case we recommend that the Client, either by his own or together with his/her possible investment adviser, gather additional information regarding the matter. The Client executes any possible investment decisions through the financial services provider the Client has chosen, fully independent of Zenito Oy and the electronic service provided by Zenito Oy. The Client is solely responsible for any financial consequences based on the Client's investment decisions and is not entitled to any compensation from Zenito Oy regarding damage or loss resulting from this reason.

### ADVANCE INFORMATION REGARDING DISTANCE SELLING AND RIGHT OF CANCELLATION

Within this client agreement the consumer is given the advance information according to the Consumer Protection Act regarding distance selling of digital services. The information is given according to Finnish legislation in Finnish, Swedish and English. Distance selling means, when an agreement is established utilizing means of distance communication, such as through Internet, so that the parties of the agreement are not personally present at the same time.

According to the Consumer Protection Act 6 chapter 16 § the Client has not right to cancel the subscription made by the Client, when Zenito Oy has activated the subscription and the electronic service is made available for the Client's use, or the electronic service is with the Client's consent, in other way made available for the Client.

The subscription is activated and the service is made available for the Client, when the Client has made an order, registered and made an accepted subscription payment, after which the electronic service is activated and enabled for the Client's use and the Client is logged in for the first time.

By accepting the terms of this agreement, the Client agrees to that the electronic service can be made available for the Client before the cancellation period, according to the Consumer Protection Act, expires, and hereby the Client is not entitled to cancel the order made by the Client.

### 1. ESTABLISH AGREEMENT AND CONTENTS OF SERVICE

The subscriber must be at least 18 years of age. An agreement regarding the electronic service is established, when the subscriber has accepted the terms of this agreement. The contents of the service consists of stock and market related articles, market watch tools and market information. Zenito Oy reserves the right to change the contents of the service and to the contents update schedule according to its own judgement.

### 2. USE OF THE SERVICE AND CUSTOMER INFORMATION

The use of the electronic service requires that the Client accepts the terms of this agreement and has paid the subscription fee to the service, payment either by credit card or online banking account. Zenito Oy can, when it so chooses at any time, grant for a separately defined limited time period a temporary code (password) meant for trial use of the service. Zenito Oy reserves all rights regarding the time of issue and validity period for temporary codes.

When ordering the electronic service the Client registers a current e-mail address, which is the Client's order specific username. In conjunction with the registration the Client also creates a username specific password. Zenito Oy delivers based on approved payment an order confirmation to the e-mail address specified by the Client, after which the electronic service is ready for use.

### 3. IDENTIFICATION STRINGS AND RESPONSIBILITY USING THEM

#### 3.1 Identification strings for the electronic service provided by Zenito Oy

The by the Client registered username and created password, in conjunction with ordering the service, are the identification strings for the service and these are personal. It is recommended to change the password on a regular basis.

#### 3.2 Responsibility for unauthorized use of identification strings

The Client must not give the identification strings to other party, a currently valid subscription is user specific. The Client commits to storing the username and password safely and caring for that these not come in to third party's possession or knowledge. The Client is liable for unauthorized use of identification strings.

In case the password is missing or forgotten, the Client can within the electronic service request a new user specific password, which is recommended to be changed when logging in the next time. After a subscription validity confirmation by Zenito Oy, a new password is delivered to the Client, sent to the e-mail address, which constitutes the username.

### 3.3 Other identification strings issued by Zenito Oy

Zenito Oy can grant a temporary code (password), which is meant for trial use of the service and which are valid only for a limited time period. The use of a temporary code requires registering a username and accepting the terms of this agreement. A temporary code possibly issued by Zenito Oy can be used only together with a username not previously registered in the service, hence temporary codes can be used with one username only once for a limited test period. The same username is, however, available for use for paid subscriptions.

### 4. SENDING MESSAGES AND OTHER AGREEMENT RELATED MATERIAL ELECTRONICALLY

Zenito Oy has the right to deliver client messages and give information regarding changes related to the terms of the service and price list, in the electronic service. Possible contact and client specific correspondence is primarily carried out electronically, by e-mail. Zenito Oy can send client specific information and current information about the service to the e-mail address, registered by the Client.

When registering to the service the Client can save the accepted terms. The currently valid terms of the agreement are available in the electronic service provided by Zenito Oy.

### 5. THE CONTENTS OF THE SERVICE AND TERMS OF USE

The terms of use of the electronic service provided by Zenito Oy are presented in the service, presented in the user instructions and in the client messages. The Client is responsible for having sufficient knowledge of the currently valid terms of use regarding the system. The Client is responsible for regularly checking the currently valid terms and the Client is obliged to follow the currently valid terms of use, when using the electronic service provided by Zenito Oy.

### 6. PRICE FOR THE ELECTRONIC SERVICE

The subscription fee for the electronic service is paid by either credit card or online banking account, the alternatives are displayed when paying. Payment is made in the payment system provided by Suomen Maksuturva Oy. As the recipient for the payment is displayed Suomen Maksuturva Oy. The currently valid prices for each subscription period are displayed in the electronic Internet service at [www.zenostock.com](http://www.zenostock.com). Zenito Oy can possibly issue temporary codes for trial use of the electronic service for a limited time period. In order to continue using the electronic service the Client has to make a subscription according to the instructions.

### 7. APPLIANCE, SOFTWARE AND DATA CONNECTIONS

Zenito Oy provides only the use of the electronic service for the Client. In order to use the service the Client has to, on own charge, get the appliance, software and data connections required to use the electronic service and the Client is responsible for any related use and maintenance expenses. The Client is responsible for proper functioning regarding the own appliance, software and the data connection and data connection services between the Client and the ZenoStock service. Both the Client and Zenito Oy are responsible for that their own it-system data security is properly arranged respectively. Zenito Oy has the right to cancel providing the service, in case the appliance, software or data connections of the Client or the Client's way of using them endanger the security or operation of the service, according to Zenito Oy's judgement. Zenito Oy does not guarantee that it will maintain the systems for the service in such a way that the service provided by Zenito Oy can be used with the Client's appliance, software, settings, systems or connections. Zenito Oy does not give any guarantees regarding the published contents in the service, correctness of the information or any possible errors in it. Zenito Oy delivers the information to the Client as such it is delivered to Zenito Oy, although it may be inadequate or include errors.

### 8. USE OF INFORMATION AND RIGHT TO INSPECT

The immaterial rights related to the electronic service belong to Zenito Oy. The Client accepts that the stock, exchange and market data received through the electronic service and other information included in the

electronic service must not, under any circumstance, be distributed. The use of market data, as well as all other information found in the electronic service is allowed only for personal use. Additionally any IT-technical parts of the electronic service must not be either copied or reproduced. All use of information for commercial purpose or other corresponding aims is prohibited. In case the Client receives from the service any information that is not meant for the Client's knowledge, the Client commits to not reveal, in any way, or hand over information received this way, to third party.

### 9. ZENITO OY'S RIGHT TO REFUSE PROVIDING THE PRODUCT

Zenito Oy reserves the right to refuse providing the service to the Client, in case the Client does not fulfill all the requirements set out by Zenito Oy for establishing an agreement with the Client and/or in case the Client breaches agreements between the parties.

### 10. ALTERING THE TERMS OF THE AGREEMENT

Zenito Oy reserves the unilateral right to alter the terms of the agreement and the current price list. The Client will be informed about changes within the electronic service or by e-mail. Changed terms are applied to all current agreements, excluding price changes, which are applied only to new agreements and renewed agreements. In case the Client does not approve the altered terms after the Client has been informed about the changes, the Client can terminate the subscription so that it ends as the current subscription period expires, hereby the altered terms are not applied to this Client. Possible changes are applied, if not otherwise stated, after one (1) month and from the beginning of the next calendar month, after the announcement has been delivered to the Client either by e-mail or announced within the electronic service. Changes regarding terms and prices are applied instantly without further notice and applies to all agreements, in case the changes are due to legislation, regulation set by authorities, regulation or other corresponding factors.

### 11. ENDING OF THE AGREEMENT AND TERMINATION

The Client orders the electronic service always for a defined time period. The agreement ends automatically after the paid subscription period expires, in case the Client is not renewing the subscription before the prior paid subscription ends. A valid subscription can not be terminated during the subscription period.

Zenito Oy has the right to terminate this agreement immediately, in case the terms of this agreement, terms of use or instructions given regarding the service or regulations are severely breached by the Client.

### 12. LIABILITIES

Zenito Oy is liable only for possible direct damage to the Client for operational errors in the service due to fault or negligence. The amount of liability is limited to the amount corresponding the paid subscription fee for the time period the service has encountered a significant stoppage. The Client is entitled to compensation, in form of extended subscription time, corresponding to the period of time of a significant stoppage. The Client is not entitled to compensation in case the Client does not announce the fault in writing to Zenito Oy in reasonable time, from that time when the fault was detected or should have been detected by the Client. Zenito Oy compensates the Client with extended subscription time to the extent the damage is due to fault or negligence by Zenito Oy and only for the corresponding time the service has encountered a significant stoppage based on fault or negligence.

Zenito Oy is not liable to the Client for

- possible damages due to inadequate or incorrect information,
- possible damages due to irregular use of the service with reference to the terms, instructions or regulations, regarding the electronic service or identification strings
- possible damage due to changed data, loss or delay of data in the general data network or within the by Client owned, possessed or by agreement used network.

Zenito Oy cannot refer to limitation of liability, in case Zenito Oy has caused the damage on purpose or by severe negligence.

The Client is liable for damage, caused to Zenito Oy, other provider of service, other users or third party, that is caused by negligence of the terms of use regarding the electronic service, instructions or regulations and/or by using the electronic service unlawfully or against good practice.

The parties are not entitled to compensation based on termination of this agreement, in case it has not been separately agreed upon or stated otherwise by the law. The Client suffering damage has to take reasonable measures to limit the damage. In case the Client neglects this, the Client is liable for the damage to that extent. Based on breach of law or agreement the compensation set out to be paid by Zenito Oy can be negotiated, if it is unreasonable considering the reason for the fault, the Client's possible contribution to the damage, Zenito Oy's chances to foresee and prevent the damage and other circumstances.

### 13. TRANSFER OF AGREEMENT

This agreement binds its parties, and their lawful successors. Without Zenito Oy's consent the Client has not the right to transfer the rights and obligations of the agreement to a third party.

### 14. SOLVING DISPUTES AND APPLIED LAW

The parties of this agreement strive primarily to solve all disputes relating to this agreement by negotiations. In case the parties can not reach an agreement, the dispute between the parties has to be solved by the district court of Helsinki. Regarding private person, with domicile in Finland, the dispute can also be solved by the district court of the private person's domicile, in other cases disputes will be solved by the district court of Helsinki. Finnish law is applied to this agreement. The language applied, when solving possible disputes, is Finnish.

### 15. CUSTOMER SERVICE, CLIENT FEEDBACK AND LEGAL PROTECTION MEASURES

In questions regarding the service, the Client should primarily contact Zenito Oy. Questions and inquiries are sent by e-mail to the address [zenostock@zenito.fi](mailto:zenostock@zenito.fi).

Zenito Oy informs well in advance, within the electronic service, about normal interruptions in use due to maintenance and development of the service. Zenito Oy strives at performing such measures at times causing the Client least inconvenience. Zenito Oy informs without delay regarding possible operational errors on the service's website.

The character of the electronic service is a continuous internet based service, however, taken into account, to normal electronic service related necessary maintenance and service improvement stoppages, and reasons not dependent on the service provider (force majeure), or errors due to the service provider's co-operation partners (data feed, server hosting, data connections, payment, etc.), causing possible interruptions in use. The Client is not entitled to compensation, in form of extended subscription time, regarding stoppages based on the causes mentioned before. Zenito Oy is not liable for more than the paid subscription fee for such time the electronic service has been unusable, and only to the extent the significant stoppage is due to fault or negligence by Zenito Oy.

The Client has to inform Zenito Oy without delay about a fault regarding the service and the Client's possible related demand. In case the service is unusable for a reason due to Zenito Oy, possible complaints are addressed in writing to Zenito Oy including required information, sent by mail to Zenito Oy, ZenoStock / Reklamaatio, Döbelninkatu 2 E 29, FI-00260 Helsinki or by e-mail to the address [zenostock@zenito.fi](mailto:zenostock@zenito.fi). The signed complaint must include the Client's username, name, contact information and a specific description of the issue complained about.

The Consumer Disputes Board resolves disputes between consumer and business, regarding consumer products and services. The Consumer Disputes Board can give recommendations to solve disputes between consumer and business, regarding purchase of consumer commodities such as e.g. digital service.

The Consumer Disputes Board PB 306 00531 Helsinki, phone 029 566 5200. E-mail [kril@oikeus.fi](mailto:kril@oikeus.fi), visit address [www.kuluttajariita.fi](http://www.kuluttajariita.fi) for a complaint form and instructions for completing the form.

Additional information about customer service, handling of client feedback and legal protection measures can be found in the document, Information about Zenito Oy, ancillary services provided by Zenito Oy, at the address [www.zenito.fi](http://www.zenito.fi).

### 16. INFORMATION ABOUT ZENITO OY AND ITS SUPERVISOR

#### Zenito Oy

Zenito Oy is a Finnish investment firm. The Finnish Financial Supervisory Authority has, according to the Act on Investment Services, granted concession for the following: 1) receive and transmit orders, 2) investment advice, 3) asset management, and 4) offer to other investment service and ancillary service compared or related service. ZenoStock is an ancillary service provided by Zenito Oy.

Zenito Oy is registered in the traderegister kept by Finnish Patent and Registration Office with the Business ID 2573467-6. Domicile of Zenito Oy is Espoo.

#### Contact information

Zenito Oy's headquarters is located at the address Döbelninkatu 2 E 29, 7. floor, Helsinki. Post address Döbelninkatu 2 E 29, FI-00260 Helsinki, telephone +358 9 171 0040, fax +358 10 752 0030 and e-mail [info@zenito.fi](mailto:info@zenito.fi). For more information: [www.zenito.fi](http://www.zenito.fi).

#### Supervising authority

Zenito Oy's operation according to the Act on Investment Services is supervised by The Finnish Financials Supervisory Authority, Snellmaninkatu 6 and Mikonkatu 6, PB 103, FI-00101 Helsinki, telephone +358 10 831 51, fax +358 10 831 5328. For more information: [www.finanssivalvonta.fi](http://www.finanssivalvonta.fi).