

# Terms and conditions of Inacu Solutions GmbH

The following terms and conditions govern all use of BankITX Information System of Inacu Solutions GmbH.

## § 1 The Scope of the Contract

(1) The Inacu Solutions GmbH, Luise-Rinser-Strasse 45, 68723 Oftersheim, Germany (herein after referred to as “Inacu Solutions”) operates BankITX and other comparable RFI information services, as well as related services, via the internet. The service is exclusively provided under the basic principles of the following terms and conditions.

(2) Inacu Solutions publishes RFI’s ( Requests For Information) of financial institutions.

(3) The use of any conditions which do not form part of the terms and conditions stated herein is not permitted.

Special agreements will only be considered to be valid following written confirmation from Inacu Solutions. The General Terms and Conditions which can be found on the website of the platform BankITX.com apply.

## § 2 Registration

(1) The prerequisite for gaining access to and using the platform BankITX and similar platforms is the acquisition of a license agreement with Inacu Solutions, which comes into existence through an online registration.

(2) The user is obliged to provide true and complete data. The user is committed to inform Inacu Solutions, without delay, of any changes made to the registration data. Inacu Solutions reserves the right to terminate the registration entirely at its own discretion and without the need to state a reason, but in particular upon the provision of false information during registration or abuse of the platform.

(3) Inacu Solutions differentiates registered users between banks and IT service providers.

Banks are referred to as individuals representing legal entities, being engaged in the financial services industry. Banks publish their needs for IT products and IT services on the platform BankITX by posting RFI’s in order to receive qualified information for their commercial activities from IT service providers.

Users gaining access to published RFI’s in order to respond with qualified information via the platform are referred to as IT service providers.

## § 3 Scope of Services

(1) Inacu Solutions offers IT service providers access to RFI information, as published by banks. The opportunity to respond to an RFI is dependent on the skill profile of an IT service provider. A response to a RFI is only possible, if the skill

profile of an IT service provider matches the RFI requirements.

1. Access to RFI information can only be granted after concluding a separate subscription contract. Inacu Solutions offers subscription contracts in return for a fee or free of charge. A subscription contract free of charge can only be concluded once per user and is limited to a 3 months trial period.

2. Inacu Solutions does not take any responsibility or liability for the accuracy or completeness of the published RFI information, or for the notices being up-to-date.

(2) Contracts agreed between banks and IT service providers are agreed directly between those two parties and are concluded, executed and processed without the help of the platform. Inacu Solutions will not become a contractual partner in these agreements.

(3) Inacu Solutions reserves the right to establish a user evaluation system. Information obtained as part of this evaluation will only be used to build trust between the users of the platform.

(4) Inacu Solutions reserves the right to make modifications and enhancements to the platform. All data given according to date and time will be shown exclusively according to the system clock of Inacu Solutions.

#### **§ 4 Pricing**

(1) The service is free for banks. IT service providers should refer to the price table for the respective fees on the platform BankITX.

(2) Fees for services provided by the platform are due to be paid immediately after Inacu Solutions, other operators of this platform or other appointed businesses have issued the invoice. Fees can be paid by Paypal payment services available on the platform.

(3) Fees for services are charged in advance for the agreed duration of the contract. If for any reason the user does not fulfil the obligation to pay for the service, Inacu Solutions has the right to block access to the platform until such a time as these obligations are met.

#### **§ 5 Duration and Termination**

(1) Contracts for services which are subject to charges are concluded for a duration of 12 months and can be terminated at any time before the contract expires. Otherwise the contract will be renewed automatically for further 12 months.

(2) The request to terminate the contract must be sent in writing to Inacu Solutions. Terminations sent via e-mail will also be accepted. The termination will come into effect on receipt of the notification of termination by Inacu Solutions.

(3) Both contractual partners maintain the right to terminate the contract under certain circumstances. For Inacu Solutions these circumstances include;

- Should a user violate any major contractual provisions.

In the case of important reasons such as those stated above, Inacu Solutions is entitled to deny access to the platform.

(4) With the termination of the contract the right to use the platform expires.

## **§ 6 Rights and Obligations of Contractual Partners**

(1) All rights related to the platform belong to Inacu Solutions, and usage for third parties is forbidden, unless explicitly permitted by Inacu Solutions.

(2) Inacu Solutions may transfer rights, as well as responsibilities, to a third party. Any contract concluded on the basis of the present terms and conditions and other contractual documentation will then be transferred to the third party. It will then be applicable between the third party and the user as it would be between the user and Inacu Solutions.

(3) The rights reserved for the user are limited to the services provided by Inacu Solutions through the platform as described in the terms and conditions.

(4) The user of the platform commits himself /herself

- to give true information;
- to abstain from violating regulations of the law or acting improperly;
- to abstain from submitting data which promotes violence and/or pornography;
- to abstain from submitting data which contains viruses or programmes which may harm data or systems;
- to transact businesses only with legitimate interest and not just for testing purposes;
- to abstain from communicating any kind of information which may violate the rights of others;
- to use information gained through the platform only for one's own business purposes and abstain from any other form of use irrespective of the purpose.

(5) Inacu Solutions reserves the right to block submitted data if in doubt about the sincerity of the information. This right will also apply if the data supplied creates a liability for prosecution according to the law or if it is foreseen that it could be used for a criminal offence. Inacu Solutions has the right to claim compensation for any resulting damage.

## **§ 7 Warranty**

(1) BankITX communicates RFI Information between banks and IT service providers. Inacu Solutions does not take responsibility for the number, completeness, and/or accuracy of the RFI information.

(2) Inacu Solutions does not guarantee the forwarding of all relevant RFI's information or that forwarded RFI's are relevant for users.

(3) Inacu Solutions guarantees availability of the platform for 80% of the year in average. This excludes cases where there are problems due to circumstances not influenced by Inacu Solutions.

## **§ 8 Liability**

(1) Inacu Solutions is liable for intentional and gross negligence. For slight negligence, Inacu Solutions is only liable in cases where fundamental contractual obligations are violated. Liability for those violations is limited to 50% of the value of the annual subscription contract

(2) Inacu Solutions cannot be held liable for lack of economic success, loss of profit, indirect damages, consequential harm caused by a defect and demands of third parties. In particular, Inacu Solutions cannot be held liable with regard to the accuracy and completeness of the content of RFI's and RFI response related information.

(3) As far as Inacu Solutions allows access to other databases or services of third parties, Inacu Solutions can neither be held liable for the accessibility, continuance and safety of these databases or services, nor for the accuracy or completeness of the content. Furthermore, Inacu Solutions cannot be held liable for data, information or programmes downloaded by users from third party databases or services.

(4) Liability concerning the loss of data is limited to the typical recovery of data through regular backup copies.

(5) Inacu Solutions cannot be held liable for the temporary technical breakdown of the platform, particularly if this is due to an attack through a third party.

(6) The mentioned limitations of liability are also transferable to the staff and representatives of Inacu Solutions.

(7) Inacu Solutions cannot be held liable for the content of external data which does not originate from Inacu Solutions (e.g. banner advertisements) or for the content of websites which refer to the platform.

## **§ 9 Data Protection**

(1) The user is hereby informed that Inacu Solutions will process and save his data in machine readable version in compliance with §33 (1) of the German Federal Data Protection Law (Bundesdatenschutzgesetz) as well as § 3 of the German law for the data protection of teleservices (Gesetz über den Datenschutz bei Telediensten TDDSG).

(2) Inacu Solutions commits itself to use the data collected at the point of registration solely for its own purposes and commits itself to not transfer this data to third parties, as long as this is not necessary for the service delivery of the platform or for legal reasons, unless the user has given his complete approval.

(3) The user agrees that their information may be collected, processed, used and distributed by Inacu Solutions as long as this is necessary in order to accomplish the services offered by the platform.

(4) In the event that Inacu Solutions places its own system at its partners' disposal so

that they may integrate it into their webpages, Inacu Solutions may also make the user information available to its partners. Data protection regulations then apply to the partner.

(5) Inacu Solutions may observe and record the behaviour of users in order to defend itself against malpractice as well as to guarantee the use of the platform according to the rules §10(1).

## **§ 10 Applicable Law, Jurisdiction and Validity**

(1) With regard to the legal relationship of Inacu Solutions and the users, only the laws of the Federal Republic of Germany are applicable, excluding the UN law of sales. Exclusive jurisdiction is in Mannheim, Germany.

(2) Should certain terms of the above listed General Terms and Conditions contradict any regulations of the law, and are therefore considered to be void, the remaining contract will not be affected. The invalid term will be replaced by the contractual parties with an alternative term which will closely correspond to the original term. This also applies for loopholes within the regulations.

Inacu Solutions GmbH, December 2012