

# TERMS AND CONDITIONS

Effective from July 2025

## INTRODUCTION

1. These general Terms and Conditions, together with the data protection declaration and all other conditions, rules or guidelines that are accessible on our website (together with the customer agreement) define the conditions under which we – TRADANTS GmbH, a company founded and existing under German law, based in Ludwigsburg, Osterholzallee 140/144, hereinafter referred to as 'Provider', 'we', or 'us', offers all services on the website [WSOT.com](https://www.wsot.com)
2. You should read the customer agreement carefully to ensure that you understand your rights and obligations under the Terms and Conditions, the nature of the electronic services offered, and the obligations associated with these services. It is your responsibility to seek independent advice to ensure that you fully understand the terms of the customer agreement.
3. All services and offers on [WSOT.com](https://www.wsot.com) are and were developed solely as informational content. We have obtained the necessary approvals from our suppliers and licensors to provide the content.
4. We determine access to and use of [WSOT.com](https://www.wsot.com) under the laws of the Federal Republic of Germany and the European Union, including, without limitation, the General Data Protection Regulation.
5. As a provider, we are not involved in the provision of investment advice, recommendations, portfolio management, or other services that would require approval under the applicable laws and regulations of the Federal Republic of Germany.
6. With a reasonable knowledge of the customer agreement as part of a contract conclusion on [WSOT.com](https://www.wsot.com), for example, by creating a user profile (see section 2), these general Terms and Conditions become part of the contract concluded between you and us, regardless of the legal nature of such a contract.
7. If you do not agree to these general Terms and Conditions, we, as the provider, are not willing to conclude a contract with you. In this case, please refrain from registering.
8. We reserve the right to modify the customer agreement from time to time. If we do, we will revise the 'Effective from' date given above. It is your responsibility to review this document regularly and stay informed of any updates. The latest version of the customer agreement supersedes all previous versions. You agree that your continued use of our services after such changes are posted on the website constitutes your acceptance of these revised terms. By ticking the relevant checkbox asking you to read, understand and agree to the Terms and Conditions on the web pages that feature our electronic services before you register for a profile, you declare that you are accepting them expressly and tacitly agree to be bound by our customer agreement every time you access our website and use our electronic services.
9. We reserve the right to change or add to these Terms and Conditions with future effect at any time if this appears necessary for valid reasons. If the change significantly disrupts the contractual balance between the parties, it will not be made.
10. We will notify you of any changes to these Terms and Conditions in an appropriate manner. The notification will either be made on the website or by sending an email to the email address you provided.
11. You can object to the changes to the Terms and Conditions in writing within two weeks after notification.
12. If you do not contradict the changed Terms and Conditions within two weeks of receiving the notifi-

cation, the changed or added Terms and Conditions will become effective against you. They will be considered part of the contract that you and we have concluded.

13. If you object on time, we reserve the right to terminate the contract without notice, with the consequence that your profile will be deleted. The original Terms and Conditions remain in effect until the end of the contract.
14. In this case, you are not entitled to reimbursement of further costs and also no claim to compensation for premium functions that have already expired or used or other functions or features that have already been purchased and used.
15. In the notification of the changes, we will specifically point out the possibility of objection and termination, the deadline and the legal consequences, in particular concerning a non-objection.
16. The customer agreement takes precedence over all other agreements, understandings, and express or implied declarations made by our company or one or more of its agents.

## **1. LICENSE TO USE WSOT AND OTHER SERVICES**

1. Subject to these Terms and Conditions, we and our licensors grant you a limited, personal, non-exclusive and non-transferable license to use our services for your personal use and not for resale or redistribution. Your right to use our services is restricted by all general and service-specific conditions in connection with the customer agreement. Except for your pre-existing rights and the license granted to you, we retain all rights, titles, and interests in our services, and our licensors retain all related intellectual property rights.
2. Our services and those of our suppliers and licensors are protected by applicable laws governing intellectual property protection, including German copyright law and international treaties. Unless expressly mentioned in these Terms and Conditions or expressly permitted under applicable law, you will not allow or authorise third parties to:
  - a. reproduce, modify, translate, improve, decompile, disassemble, reverse engineer or create derivative works from our Services or the Website;
  - b. rent, lease or sublicense access to our services and the website;
  - c. circumvent or deactivate security or technological features or measures of our services;
  - d. use the services in a way that overwhelms or jeopardises the integrity, performance or availability of our services;
  - e. modify, adapt or hack the Services or modify any other website in such a way that it falsely gives the impression that it is related to the services offered by our company;
3. We reserve all rights that are not expressly granted in the customer agreement.
4. Depending on the country of your billing address (as stated on your paper bills or bank statements), your access to certain electronic services offered on our website may be restricted if EU law allows such blocking. Should such a restriction apply, we will provide you with the appropriate means to check the service's availability by requesting the country of your billing address in advance.
5. We reserve the right to refuse service at any time and for any reason. It is also understood that our company is under no obligation (and may not be able to) accept you as a customer, even under applicable regulations, until we have received all the necessary documents from you correctly and completely and all of our internal reviews have been completed satisfactorily.
6. We reserve the right, at any time and from time to time, to change or discontinue the Services (or any part thereof) temporarily or permanently, with or without notice, unless this adversely affects your legitimate interests and/or claims.

## **2. YOUR PROFILE ON WSOT.COM**

1. To be able to use our services and the website, you must create a profile on [WSOT.com](https://www.wsot.com).

2. you can only have one active profile.
3. You are responsible for providing us with the correct and complete information necessary to open and activate your profile. You are obliged to keep your profile information (in particular contact and billing data) up to date and to make all necessary changes.
4. We can allow you to register a profile via your profile with other services (e.g. Facebook, Google). We draw your attention to the special features of data protection law in our data protection declaration.
5. You must be at least 18 years old to use our services. We only offer our services to natural persons who act on a purely private basis.
6. Profiles registered by 'bots' or other automated methods are not permitted and may result in immediate deletion by us, the provider.
7. The customer contract comes into effect and begins when you receive our notification that we have accepted you as a customer and that your profile has been set up.
8. You must provide your full name, a valid email address, and any other information required to complete the registration process and set up and maintain your profile. This personal data is collected to the minimum extent necessary to enable us to recognize you as a customer, fulfil our legal and tax obligations, provide you with our services, and communicate with you. Your data will be stored securely on a cloud-based server and will not be shared with third parties by us unless required by law, or we have a contractual agreement with our suppliers or licensors. We inform you about data protection-relevant uses of personal data in our Privacy Policy.
9. We can, at our discretion, request that you provide your billing information at any time to verify your identity and authorise your access to the services within the member portal (your area on the website).
10. We secure the registration procedure and the other use of personal data using SSL encryption.
11. You are responsible for the security of your profile and all activities that take place under the profile, as well as for all other measures that are taken in connection with your profile. You are obliged to inform us immediately of any unauthorised use of your profile. We are not liable for any damage of any kind resulting from such acts or omissions.
12. You can close your profile and terminate the user contract by cancelling all service plans you have purchased from us (if any) and sending an email to [service@wsot.com](mailto:service@wsot.com) to request that we delete your profile from our system. We can request approval to review your deletion request. After you close your profile, we will store your data in our archive for a reasonable period to comply with our statutory archiving obligations.
13. The period for which we store personal data depends on the type of data collected and is determined in accordance with the applicable EU data protection regulation, taking into account both your and our legitimate interests. To prevent registration and subscription fraud, we may save your contact email address for up to 24 months after you close your profile. To fulfil our legal and tax obligations, we retain your name and billing data for a maximum of 11 years after you close your profile. To identify you as a returning customer, we may store your personal data for up to 6 months after you close your profile. However, you can request that all your personal data, except for your name and billing information, be completely and immediately deleted from our servers after you close your profile, provided that the deletion does not prevent us from fulfilling our archiving obligations. Please note that all deleted data cannot be restored on our servers, and you will need to re-enter it as a returning customer.
14. You may not use the profile and the services we provide for illegal or unauthorised purposes. You must not violate the laws of your country when using the services.
15. We may, at our discretion, suspend your profile or your use of our services at any time for good reason, with or without notice, provided the suspension does not affect any other contractual claims you may have against us.

### 3. PAYMENT

1. You can purchase a subscription-based service plan or a one-time service from us and make a payment using one of the available methods (bank cards, wire transfers, e-wallets, etc.). If none of the supported payment methods are available in your country, please don't hesitate to contact us at [service@wsot.com](mailto:service@wsot.com) to explore alternative payment options. Payment methods may vary for specific services.
2. Your payment will be charged either once or periodically, depending on the billing frequency you select (monthly, quarterly, yearly, etc.) and the electronic service you have purchased.
3. The exact details can be viewed in the corresponding area on the website.
4. We do not store any bank card information related to your payment. All this information is processed and securely stored by our payment service providers in accordance with their data protection guidelines and security standards. We are entitled to collect, store, and process your billing information to review and authorise your order and to activate your service plans in order to meet our tax obligations. If wire transfers are a suitable payment option, we may collect, process and store information to identify your bank accounts to process and recognise the payment correctly. We keep all of your payment information strictly confidential. We will not disclose it to any third party except as stated in Clause 8 and as outlined in our Privacy Policy.
5. We can offer the following electronic services on the website:
  - a. Online trading tournaments with live trading accounts owned by our users
  - b. Online trading tournaments with demo trading accounts owned by our users
  - c. Media coverage of the trading tournaments
  - d. Publication of financial market news and analysis
  - e. Publication of e-books and educational materials on trading.
  - f. Providing information on tournament trader leaderboards
  - g. Other information services related to financial markets and investments
6. Our services are accessible to a certain extent to the general public (all website visitors) or after completing a free registration for a profile on the website.
7. From time to time, we may offer individual services that require a one-time payment or are provided on a subscription basis.
8. As a provider, we ensure that:
  - a. we show the final price (including VAT or other sales tax, if applicable) of a chargeable service plan or an individual service;
  - b. the price does not include any additional costs that you could incur by using third-party services;
9. From time to time, we may offer special promotions and discounts to first-time customers or loyal customers. The Terms and Conditions of such promotions will be communicated to the relevant customers on the website or by email.
10. We reserve the right to review and update the prices of the services offered if inflation or other economic conditions change. Price changes only take effect for you when you start a new subscription, renew an existing subscription, or book a new individual service.
11. The price of an electronic service may vary depending on the customer's country of residence. We will determine it at our discretion based on the costs we incur in serving customers from certain countries. We are not liable to you for any price changes or differences in the price of the services. Different prices per country of residence are excluded if this differentiation would violate EU law.
12. We can offer a free or paid trial period for certain subscription-based services. You are only entitled to one trial period for each of these services. To initiate a trial period for this e-service (if available), you may need to enter payment information and complete the purchase of the service through the

secure side of the available payment service provider. The date of purchase confirmation will be considered your subscription start date, marking the beginning of the trial period. Attempting to abuse the trial phase will result in the immediate blocking of your profile with us and the cancellation of the purchased service.

13. Depending on the paid service plan (one-time payment or subscription), we offer you either permanent or continuous access (as applicable).
14. For subscription-based service plans, charges will accrue on each renewal date (that is, the day at the beginning of each period on which you originally signed up for the plan).
15. The first payment is based on the terms of your service plan. If you purchase a single service with a one-time payment, your fees will not be billed until the day of purchase.
16. We may obtain your billing information directly from the payment service provider or through other available means to meet our tax and invoicing obligations.
17. Until the end of the paid trial period (if applicable), you can cancel your subscription and receive a full refund for the amount you spent on the service.
18. You can receive a pro-rata refund for certain services after the trial period if the service is terminated or if you cancel your subscription in contravention of an updated version of these Terms and Conditions. We calculate this pro-rata reimbursement based on the duration (in days) of the services provided during the current billing period. You are also entitled to such a pro-rata refund if, for any reason, including force majeure, we are unable to deliver the service you have purchased within a specific billing period. All refunds apply to the current active billing cycle only and do not relate to past (closed) billing cycles.
19. In the event of termination after the trial period, however, no refunds (partial or otherwise) will be given if we have delivered a purchased service appropriately and in accordance with the contract and continue to deliver. If you cancel before an upcoming renewal day after the trial period, you will not receive a refund. However, you will not be charged on the following renewal day and in the future.
20. A subscription is automatically renewed at the end of its term unless you cancel it as provided in these Terms and Conditions or on the website before the subscription is booked.
21. If we are unable to debit your bank card or current account, a dunning procedure will be initiated. You then have up to five days from the date of the unsuccessful charge to update your payment method details or to resolve the problem with your payment service provider before we restrict your access to the service plan you have purchased.
22. If you have purchased a single service, you must update your payment method details at least one day before the expected delivery date. If you do not complete this step, your access to this service will be terminated or not activated.
23. Access to a service that we have restricted or prevented due to a failed payment can be restored if you enter valid payment information, and we can successfully process your payment, including all accrued fees on the profile since the failed payment.
24. You can cancel a subscription at any time via the member portal's functions or, if this function is unavailable, by sending a request to [service@wsot.com](mailto:service@wsot.com).
25. If you submit and confirm a cancellation request after the trial period (if applicable) has expired, you will be able to continue using the service until the end of the current (active) billing period.
26. If you submit and confirm a cancellation request before the end of the trial period (if applicable), we will deactivate your access to the service purchased at the time of cancellation unless otherwise stated.
27. If you cancel your subscription to a paid service plan, your billing information is archived and securely stored by the payment service provider you are using. We process them to identify you as a customer in future purchases and to prevent fraud. The processing of personal data is always carried out following applicable data protection regulations, which define the applicable archiving obligations. Further information about the period and the rules for storing your data can be found in the data protection provisions of the payment service providers or the customer agreement.

28. We can terminate your subscription immediately and without any right to a refund if we discover fraudulent activity on your part and have legal evidence that such activity occurred.
29. By agreeing to these Terms and Conditions, you expressly consent to TRADANTS GmbH commencing performance of the contract before the expiration of the statutory withdrawal period. You acknowledge that, by doing so, you will forfeit your right of withdrawal once performance has begun.

#### 4. DELIVERY

1. You can use our services by accessing certain content on our website, either inside or outside the member portal, with or without registering a profile. The delivery channels depend on the type of electronic service and can be all or some of the following:
  - a. An email message;
  - b. The [WSOT.com](https://www.wsot.com) website (on the public pages and within the member portal);
  - c. Browser notifications;
  - d. Interactive online platforms for streaming audio and video;
  - e. A mobile application;
  - f. Other context-specific channels;
2. We grant you access to the specific content immediately (if no registration is required) after a confirmed profile registration on our website or within the trial period (if applicable) at the earliest possible point in time. You can start using the services after they have been delivered.

#### 5. USER CONTENT

1. You represent and warrant that (1) all information that you provide in connection with the use of our website, mobile application or any other platform owned by us is true, accurate and complete; and (2) you will respect the intellectual property and other information and all rights of our company, its suppliers and licensors, and others.
2. Under these Terms and Conditions, the content uploaded to our platforms by you or other users includes, among other things, images, texts, opinions, feedback, suggestions, ideas, personalisation settings, and other information or content that is made available to us or on the platform or associated funds can be placed ('user content').
3. We are not responsible for the disclosure of personal or confidential information that you transmit to other users via the website. It is your responsibility to ensure that the users of the website to whom you provide personally identifiable or confidential information take appropriate security and confidentiality measures.

#### 6. PROHIBITED USER CONTENT

Our company reserves the right to remove user content at its discretion and may terminate the profiles of users who violate the customer agreement. You agree that under no circumstances will you transmit user content (including software, text, images, or any other information) that:

- a. are illegal or promote illegal activity;
- b. are pornographic or discriminate against a person or group based on their social or cultural status, be it religion, gender, sexual orientation, ethnicity, age or disability;
- c. represents spam, illegal or unsolicited advertising, unauthorised solicitation, or any form of lottery or gambling;
- d. contain or installs computer malware or viruses or other content that is intended to disrupt or damage software, hardware or telecommunications equipment or to gain unauthorised access to third-party data;



- e. infringe any other party's intellectual property rights, including trademarks, copyrights, public rights, or other rights;
- f. serve to impersonate one of our employees or agents or
- g. violate the privacy of a third party.

## **7. REVIEW OF USER CONTENT**

1. We cannot and will not screen, review, edit, censor, or otherwise filter or control any user content on the website. We are entitled, but not obligated, to manually or automatically review all user content that is or could be uploaded to our platforms and to monitor or review all areas of the platforms where users transmit, publish messages, or communicate with one another or with us.
2. We reserve the right (but are not obliged to) to refuse, not publish, use, remove, or change any user content that we, in our sole discretion, consider to be a violation of these Terms and Conditions, deny access to it and/or delete it.
3. We reserve the right to cooperate with law enforcement authorities or disclose the identity of individuals who have posted user content in response to judicial or other official requests.

## **8. TRADING TOURNAMENTS**

1. The tournaments can have multiple editions.
2. In certain circumstances, we may limit the number of participants allowed in the tournaments.
3. The tournaments can be combined into a series.
4. The type and structure of the tournaments will be announced on the website and may be subject to change from time to time.
5. A final competition can be organised to determine the champion. All qualifying conditions for the finals will be posted on our website.
6. In the tournaments, traders participate with their demo or live trading accounts, depending on the respective tournament. We calculate the performance of participants based solely on the rules and models described on our website.
7. All rules for a particular tournament will be posted on the website.
8. The name, number of issues, duration, asset class, start date, award and any special conditions that apply to each tournament will be posted on the tournament page on our website. We will not change the announced conditions after the tournament has started.
9. The Terms and Conditions of each tournament do not represent any representations or guarantees of any kind. We are not liable if a tournament or competition is not appropriately concluded due to circumstances beyond our control.

## **9. PRIVACY DISCLOSURE**

1. We may request and collect certain non-sensitive personal information from you to fulfil our contractual obligations under the customer contract, including the terms of use of the website. The data collected by us will be stored, processed, and protected in accordance with the rules of the EU General Data Protection Regulation. Our Privacy Policy regulates further details.
2. We use your data solely to identify you as our customer, to authorise and maintain your access to the purchased products and services via our secure member portal and for other purposes described in our Privacy Policy.

3. We may pass on your data to independent third-party data processors and controllers within the EU who are involved in looking after you as a TRADANTS customer, only in accordance with applicable laws and contractual agreements that we have with third parties, following the conclusion of a valid data processing contract.
4. Our company has the right to disclose your personal data (including records and documents of a confidential nature, card data) in the following circumstances:
  - a. if this is required by law or by a competent court.
  - b. at the request of a supervisory authority that controls our company, you, your or our employees or in whose territory we have customers.
  - c. to the appropriate authorities to investigate or prevent fraud, money laundering or other illegal activities.
  - d. to credit reporting and fraud prevention agencies, third-party authentication service providers, and other credit reporting and fraud prevention agencies to identify or verify your due diligence. For this purpose, you can compare the information you have provided with the information in a (public or other) database.
  - e. to our professional advisors, provided that the professional concerned is informed in every case about the confidential nature of this information and also undertakes to observe the confidentiality obligations contained in this document.
  - f. to other service providers who create, maintain or process databases (electronic or not), offer recording services, email transmission services, messaging services or similar services that we use when collecting, storing, processing and using your data or when contacting us to help with you or in improving the provision of electronic services within the scope of the customer contract.
  - g. to the providers of data transmission services.
  - h. to other service providers for statistical purposes to improve our marketing; in this case, the data will be made available in an aggregated form.
  - i. To conduct market research through call centres that conduct surveys by telephone or email to improve our company's services.
  - j. if necessary, so that our company can defend or exercise its legal rights.
  - k. at your request or with your consent.
  - l. to an owner or subsidiary of our company.
5. Such a transfer takes place to the most minor possible extent that enables these third parties or legal authorities to carry out their tasks in connection with the processing of your data.
6. If you permit us to send you marketing information about new products and special offers by email by checking the appropriate box on an online form on our website or other platform, you can unsubscribe at any time by using the link at the bottom of our emails or by replying to an email requesting that you unsubscribe. As soon as you unsubscribe, you will no longer be contacted by us for marketing purposes. However, your email address will remain stored on our servers for permitted purposes, including authorising and maintaining your access to our secure customer portal, for a maximum period of 6 months after you close your profile.
7. We can record telephone conversations and electronic communications between you and our company in compliance with applicable regulations. The records are our sole property. You accept such recordings as conclusive evidence of the orders/instructions/inquiries or conversations recorded. You have the right to request these records, and we will provide them to you upon such request as long as they are kept about you.
8. You accept that we may contact you directly from time to time by phone, fax, email, or otherwise to manage the terms of the customer contract.
9. You can obtain a complete overview of the data you have collected, processed and stored by us and request its complete deletion from our server archives by sending a written message to [service@wsot.com](mailto:service@wsot.com). We will respond to such a request within 30 days with a reasonable solution that complies with applicable laws and regulations.
10. By completing and submitting your data via the online form on our website, you consent to our collection and processing of the personal data provided, as explained above, under these General Terms



and Conditions and our company's Privacy Policy.

11. You have the right to object to any further collection, processing, storage or transmission of your data by us. To do this, you must send us an email to [service@wsot.com](mailto:service@wsot.com) in which you explain the reasons for your objection. We will accept every justified objection that does not conflict with existing legal provisions and outweighs our interests under applicable law.
12. In the event of an unresolved dispute about the collection, processing, storage or transmission of your data by us, you have the right to lodge a complaint with the Commission for the Protection of Personal Data in Germany. You can also do this in your country of residence if it is an EU member state or offers a comparable (or essentially equivalent) level of protection to that in the EU, as determined by an adequacy decision of the EU Data Protection Commission. If necessary, the dispute will be negotiated and decided by a competent court in Germany, which is the place of jurisdiction for the customer agreement. We will restrict the processing of your data until the competent authority has settled the dispute. The party responsible for the disagreement bears the costs associated with the settlement.

## **10. OUR COMPANY DOES NOT PROVIDE FINANCIAL ADVICE**

1. Although any part of the website may contain information about investing, gambling, or financial services, we do not offer investment advice, opinions, or recommendations, nor do we provide gambling or financial advice. Our company is not involved in any agreements between you and other users or third-party service providers who are authorised to provide financial or other regulated services.
2. The laws of different countries or regions may govern your use of our services, and you agree to abide by those local laws.
3. We do not provide any services that require authorisation.

## **11. DISCLAIMER**

1. Our company is not obliged to intervene in disputes that you have with other users or third-party providers of services or that are affected by our website and the electronic services we offer or are otherwise related to them.
2. Our company disclaims all liability concerning user content, including errors, viruses, defamation, insults, profanity, or inaccuracies contained in user content, whether arising from copyright, libel, privacy, or other laws, as well as for prohibited user content and other user content.
3. Our company disclaims all liability for the unauthorised use (by other users) of user content. It disclaims (without limitation) all liability for the use of user content that violates copyrights, trademarks or other intellectual property rights of other users or persons. We do not adopt user-generated content as our own.
4. You are solely responsible for any damage (including our website) resulting from the use (or transmission) of any user content or the website (including the disputes and incidents described in the previous sections) and any related transactions or events. Our company is not responsible for unauthorised access to your profile or the automatic forwarding of messages and viruses (caused by viruses or otherwise).
5. Without limiting the foregoing, our company does not guarantee that the information on the website is correct, complete, reliable, valid, timely, or current or that our website will function without interruption or error.
6. Our company does not guarantee that the content provided on our website, our mobile applications, other online platforms controlled by us, contracts or related services are applicable or appropriate in all legal systems.

## 12. NO LIABILITY FOR LOSS OF DATA

Our company is not liable for the loss, deletion, removal or non-delivery of user content to the intended recipient, regardless of whether a computer virus caused this, unauthorised access or otherwise. You are required to maintain a backup copy of all user content and to undertake this obligation concerning all uploaded user content. We reserve the right to refuse access to our web platforms and delete user content at any time without notice.

## 13. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

1. Our services are provided without any representations or warranties of any kind. You use our services at your own risk unless statutory requirements require us to assume mandatory liability. We, our owners, suppliers and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, property rights, and non-infringement. We do not guarantee the accuracy, completeness, or usefulness of the services or the content of the services, and you rely on the services and the content of the services at your own risk. You access or obtain the services at your discretion and risk, and you are solely responsible for any damage, including but not limited to damage to your computer or loss of data, resulting from any material downloaded through our services. Some countries may prohibit disclaimers, and your rights may vary from country to country.
2. Our company does not guarantee that:
  - a. the services meet your specific needs;
  - b. the electronic services will be available uninterrupted, timely, wholly or securely error-free;
  - c. the results you will get from using the electronic services are accurate or reliable;
  - d. the quality of any product, service, information or other material that you purchased or received through or in connection with the services is as expected;
3. As far as the applicable law permits, we, our owners, suppliers and licensors, are not liable for direct, indirect, accidental, special, consequential or exemplary damage, including but not limited to damage from lost profit, goodwill, use, data or other non-pecuniary loss (even if we have been advised of the possibility of such damage) resulting from the following reasons:
  - a. your use or inability to use our electronic services;
  - b. the cost of obtaining replacement goods and services resulting from goods, data, information or services purchased or received, messages received, or transactions concluded through or in connection with the services;
  - c. unauthorised access to or alteration of your transmissions or data;
  - d. statements or behaviour by third parties on the services;
  - e. any other matter related to the services;
4. The joint and combined liability of our company, our owners, suppliers and licensors of any kind arising from or in connection with your use of the services (including but not limited to warranty claims), regardless of the place of jurisdiction and regardless of whether you have brought a lawsuit or under any circumstances whatsoever to establish a contract, criminal offence, or otherwise will exceed the amounts you have paid us for your use of the services.
5. We recognise that the laws of certain jurisdictions grant consumers legal rights that cannot be overridden by contract or waived. If you are such a consumer, these Terms and Conditions do not limit any of these consumer rights.

## 14. LIABILITY

1. You agree to indemnify and hold harmless our company, our owners, suppliers and licensors, as well as our respective subsidiaries, affiliates, agents, employees, agents and legal successors from all costs, damages, expenses and liability claims caused by your use of the services offered, the website, including but not limited to user content, your violation of the customer agreement or your violation of

third party rights through the use of our web properties or user content in breach of contract.

2. If our company provides you with information, recommendations, news, information relating to transactions or other information (or in newsletters that it publishes on its website or makes available to subscribers through its website or otherwise), our company is not liable for any loss, cost, expense or damage you suffer as a result of inaccuracies or errors in the information provided, except in the case of fraud, willful default or gross negligence.
3. Our company is not liable for any loss, damage, cost or loss suffered directly or indirectly by you, in particular for:
  - a. any failure by our company to fulfil any of its obligations under the customer contract due to force majeure or any other cause beyond our control.
  - b. acts, omissions or negligence of any third party.
  - c. circumstances that unauthorised third parties gain access to information, including electronic addresses, electronic communications and personal data, when transmitted between the parties or any other party via the Internet or other network communication facilities, by mail, telephone or other electronic means. This does not apply if mandatory data protection law provides otherwise.
  - d. any act or declaration by an intermediary.

## **15. TERMINATION OF THE CUSTOMER CONTRACT**

1. Either party can terminate the customer agreement with immediate effect by cancelling or suspending the electronic services that are the subject of the customer agreement.
2. Upon termination of the customer contract, all amounts payable by you to our company are due and payable immediately, including (but without limitation):
  - a. any outstanding costs and any other amounts payable to our company.
  - b. costs incurred in the termination of services or the settlement or termination of outstanding obligations that our company has entered into on your behalf.
  - c. all fees and additional costs that our company incurs or will incur as a result of the termination of the customer contract.
3. Our company can terminate your profile immediately and without prior notice if one of the following 'Event of Default' occurs:
  - a. your failure to fulfil an obligation to us
  - b. Concerning you, an application will be made under any bankruptcy law or its equivalent in any country, or a procedure similar or equivalent to the procedures outlined above will be initiated
  - c. you are in default with a payment despite the due date
  - d. you commit fraud or a violation of law against us
  - e. a competent regulatory authority or agency or the court so requests
  - f. our company suspects that you are involved in money laundering, terrorist financing or other criminal activities.

## **16. MISCELLANEOUS**

1. The customer agreement constitutes the entire agreement between you and our company regarding the subject matter of this contract. It can only be changed by a written amendment signed by an authorised manager of our company or by the publication of a revised version on the website.
2. We reserve the right, at our sole discretion, to temporarily or permanently discontinue the services in whole or in part at any time, and you agree that we are under no obligation to notify you of the reason.

3. It is our company's responsibility to notify all customers (i.e., paying subscribers) of any changes to the customer agreement via email within seven days of posting the amended agreement on our website. For this purpose, we can use the email address and other information provided by the customer when registering their profile. We therefore recommend customers not to unsubscribe from receiving email notifications from us. However, customers can unsubscribe at any time, taking full responsibility for the consequences. All communications sent by us to our customers are deemed to have been delivered adequately if they have been sent by email to the address provided by the customer within the specified period. It is the sole responsibility of the customer to ensure that they have access to the provided email address. We are not liable if a customer has not read a duly delivered message, has unsubscribed from receiving email notifications from us, or if the message cannot be delivered for other reasons beyond our control and responsibility. Suppose a customer changes the email address associated with their profile registration with our company. In that case, they must notify us of this change unless automatic means are available for updating the email address in our member portal. Customers can refuse to accept the changes in the customer agreement by cancelling their subscriptions to the services within seven days of receiving notification of the changes. If a customer continues to use the electronic services after the expiration of this period, it is assumed that they have accepted the new customer agreement.
4. Unless otherwise stipulated by law, the customer agreement and any access to or any use of our web properties and the services offered are subject to the law of the Federal Republic of Germany, excluding conflict of laws. The place of jurisdiction is Ludwigsburg, Germany. Any claims, including those of omission or equity or concerning intellectual property rights, as well as all disputes arising from the customer contract, can be asserted and finally decided before any competent court subject to German law. The party prevailing in any customer agreement enforcement action is entitled to reimbursement of its costs and attorney's fees from the other party.
5. You agree that we may refer to you as our customer and that we may use your brand, photo or logo for this purpose in an appropriate manner and without license fees. However, we will contact you before such a reference to confirm your consent.
6. Should any part of the customer agreement be declared invalid or unenforceable, that part will be construed to reflect the original intent of the parties, and the remaining parts will remain in full force and effect. A waiver by either party of any term of the customer agreement or a breach of that condition, in any event, does not imply a waiver of that condition or any subsequent breach of this condition.
7. You may not assign your rights from the customer agreement to another party without our express written consent; we may assign our rights from the customer agreement without condition. The customer agreement is binding for the parties, their permissible successors and assignees and benefits them.
8. Force Majeure. Except for payment obligations, neither our company nor you are liable for failures or delays in the fulfilment of obligations due to events that are beyond the reasonable control of either party, such as Denial-of-Service attacks, failures of third-party hosting providers or energy suppliers, bottlenecks, riots, fires, force majeure, war, strikes, terrorism and government measures.
9. Please direct questions about these Terms and Conditions to [service@wsot.com](mailto:service@wsot.com).
10. You can visit the EU's online dispute resolution platform at any time to file a complaint and resolve disputes related to the use of our electronic services.