

GENERAL TERMS OF USE

1. General Comments

The following general terms of use (hereinafter the “**General Terms of Use**” or “**GTU**”) apply and govern the use of the website (hereinafter the “**Website**”) offered by WAGNER FINANCE HOLDING SARL, a private limited liability company under Luxembourg laws, having its registered office at 9, rue Robert Stumper, L-2557 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Registry of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) Section B under number 65716 (hereinafter “**WAGNER**”).

WAGNER reserves the right to modify the present GTU at any time and at its sole discretion. The updated General Terms of Use will automatically apply to the Website.

WAGNER guarantees Users (as defined below) access to the Website on a 24/7 basis, subject to maintenance operations and restrictions set out in these GTU.

By accessing the Website you confirm that you have read and understood these GTU, that you agree to be bound by them and to have read our Privacy Policy.

2. Definition

- 2.1 “**User**” means any person, both individually and collectively, using the Website.
- 2.2 “**Party/Parties**” means the User or WAGNER individually or together.
- 2.3 “**Technical Conditions**” means the technical conditions and restrictions affecting the use of the Website in terms of compatibility and interoperability.

3. Maintenance

By using the Website, you acknowledge and accept that WAGNER will perform necessary maintenance operations of the Website and that any interruption of access to the Website due to such maintenance operations shall not be deemed to be a faulty behavior of WAGNER according to these GTU.

4. Warranties

- 4.1 By using the Website, you acknowledge and accept that access is provided on an “*as is*” and “*as available*” basis, without warranties of any kind, either express or implied by WAGNER.
- 4.2 By using the Website, you acknowledge and accept that the use of the Website is subject to Technical Conditions. You undertake to comply with these Technical Conditions.
- 4.3 By using the Website you confirm that you have the proper hardware to use the Website and agree not to use any device and/or undertake any action that might cause any damage to WAGNER.

- 4.4 By using the Website you recognize the characteristics of the Internet network, and agree that WAGNER shall not be liable in case of Internet Protocol system interruption due to an act of the Internet service provider or any act outside WAGNER control.
- 4.5 You agree to undertake all actions necessary to limit the damage that could result from possible corruption of your hardware when accessing the Website.
- 4.6 If you fail to comply with any of your obligations as described in these GTU, such as using the Website for illegal or unfair purposes, WAGNER may suspend or restrict your access to the Website without prior notice.

5. Responsibility

- 5.1 By using the Website, you warrant at all times that you will not use the Website in order to:
 - i. undertake or support illegal activities, or disseminate false or misleading information;
 - ii. provide illegal or unauthorized copies of works protected by copyright, patents and trademarks;
 - iii. stimulate, induce or encourage the transmission of emails, chain letters, unsolicited mass mailing, instant messages, unwanted advertising messages or unsolicited mail;
 - iv. promote or encourage any criminal activity or business, or provide guidance or instruction on how to promote illegal activities, invasion of privacy, dissemination or creation of computer viruses;
 - v. solicit passwords or personal information from other Users for illegal commercial purposes;
 - vi. distribute, reproduce, publish or modify materials protected by copyright, patents, trademark, trade names or other exclusive rights of third parties in any way without their prior consent.
- 5.2 WAGNER is not able to guarantee a continuous and permanent availability of the Website. WAGNER will do its best, subject to maintenance periods, to ensure the availability of the Website in the most efficient way for Users.
- 5.3 As stated in Article 3, WAGNER reserves the right to interrupt the use of the Website to carry out maintenance operations. The interruption of access to the Website does not give rise to any right of compensation for the User.
- 5.4 When using the Website, the User may open a support ticket if technical malfunctions caused by WAGNER prevent access to the Website; without them having been resolved at the shortest time, WAGNER will do its best to solve the malfunction as soon as possible, provided that:
 - i. The User has precisely described this malfunction while opening a ticket;
 - ii. The User fully cooperates with WAGNER; and
 - iii. The malfunction is not due to improper use of the User concerned.
- 5.5 WAGNER shall not be liable for unavailability of the Website or for a loss of data resulting from an error or omission attributed to the User.

- 5.6 More generally, WAGNER shall not be liable in case of interruption or malfunctions of the Website due to:
- i. The User's non-compliance with these GTU, Technical Conditions or any of WAGNER's recommendations;
 - ii. Inappropriate or illegal use of the Website by the User;
 - iii. Force majeure events;
 - iv. Events depending on third parties such as telecommunication operators;
 - v. The User's wrongful act or omission.
- 5.7 Whilst using the Website, you may have the possibility to click on links, which will redirect you to third party service providers. WAGNER shall not be liable for the unavailability of such third party websites or services. More generally, WAGNER shall not be liable for the functioning, the content or any other aspect of such third party websites or services or for any direct or indirect damage you may have due to following such a link to third party websites or services.

6. Violation of GTU

- 6.1 In case of non-compliance with these GTU, WAGNER is entitled to, temporarily or permanently block your access to the Website without prior notice.
- 6.2 You shall not be entitled to any compensation whatsoever if your access to the Website is temporarily or permanently suspended due to your sole fault.

7. Intellectual Property

The Website shall remain WAGNER's exclusive property under all circumstances. The granting of access to the Website shall in no way constitute a transfer of intellectual property to the User.

8. Protection of personal data

- 8.1. WAGNER undertakes to comply with the laws and regulations governing the processing of personal data, in particular with the General Data Protection Regulation (EU) 2016/679 of the 27 April 2016 (GDPR) and any other national law or regulation governing the processing of personal data in connection with the use of the Website.
- 8.2. To know our measures to protect your personal data and your related rights, please read our [Privacy Policy](#) and our [Cookie Policy](#).

9. Governing Law and jurisdiction

- 9.1. These General Terms of Use are governed by and construed in accordance with Luxembourg law or with the law of the country where the User has his/her habitual residence.
- 9.2. In case of dispute and if the Parties are unable to reach an amicable settlement of their dispute, they agree to submit any disputes arising from the conclusion, construction,

performance or termination of these General Terms of Use to the Luxembourg courts or to the forum of the competent jurisdiction pursuant to the applicable rules of judicial competence for User if different.