

Special Terms and Conditions of justETF GmbH for justETF Professional (www.justetf.com/professional)

The following Special Terms and Conditions apply to the use of justETF Professional on the online platform www.justetf.com provided by justETF, Bahnhofstr. 26, 72138 Kirchentellinsfurt, Germany (hereinafter referred to as the "Provider"). In addition, the [General Terms and Conditions](#) of justETF GmbH for justETF (www.justetf.com) for premium membership shall apply mutatis mutandis to the use of justETF professional, except to the extent these Special Terms and Conditions derogate from those General Terms and Conditions. In the event of any contradictions between the General Terms and Conditions and these Special Terms and Conditions, the latter shall take precedence over the former.

1 Subject matter of the contract

- 1.1 The justETF Professional Version is designed especially for financial advisors, foundations, family offices, banks, insurance agents, insurance companies, pension funds, etc. (hereinafter referred to as "Users" or individually as "User"). Compared to the basic version, it includes advanced features that simplify the management of client portfolios for advisors and offers the option of being branded with the User's own company logo.
- 1.2 The Provider makes various service packages of justETF Professional available for use by the User (hereinafter referred to as "Professional Membership"). The latest range of services of each service package can be found in our [Offer Overview](#).
- 1.3 Users are entitled to use justETF Professional to support them in advising end clients. For the avoidance of doubt: providing advice to end clients may be subject to regulatory requirements and special duties of care, which are to be complied with by Users and for which they are themselves responsible. The Provider accepts no responsibility or liability for the accuracy of the advice provided to end clients by Users.

2 Registration, conclusion of contract

- 2.1 Registration on justETF and participation in the Provider's services is only permitted to entrepreneurs. Entrepreneurs are natural or legal persons or partnerships with legal capacity that, when concluding a legal transaction, are acting in performance of their commercial or self-employed business activity. Commercial use is permitted.
- 2.2 When registering his user account, the User shall provide his name, his country of origin, his company, his complete address details as well as his email address and submit these details to justETF by clicking on the "Register now" button. Professional Membership commences when justETF confirms receipt of the User's application and conclusion of the subscription to the User and, where necessary, re-activates the user account.

- 2.3 The User may test justETF Professional for free for 30 days from activation (hereinafter referred to as the "Trial Period"). Each User may only use the Trial Period once. Further details are set out in clause 4 of these Special Terms and Conditions.

3 Liability

- 3.1 For the avoidance of doubt: the limitation of liability in the General Terms and Conditions shall apply.
- 3.2 In contrast to the General Terms and Conditions, the Provider shall be liable during the 30-day free Trial Period – except in case of death, injury to life, limb or health, its fraud or fraudulent misstatement – only for cases of intent and gross negligence.
- 3.3 Insofar as liability for damage that does not result from an injury to life, limb or health is not excluded for slight negligence, such claims shall become time-barred within one year from the date on which the claim arose.

4 Term and termination

- 4.1 The contract shall commence as soon as the user account is activated by the Provider; however, the contract shall initially only start with the free Trial Period which is not included in the calculation of the contract term. The calculation of the term of the particular service package shall only commence upon full activation of justETF Professional by the User himself according to clause 4.4 below.
- 4.2 The User may cancel the contract at any time during the Trial Period.
- 4.3 If the User decides during the Trial Period not to fully activate the chargeable membership, he will not incur any cost. However, in this case the user account will be locked at the end of the Trial Period and access will be allowed only to the menu item [Settings](#) through which the User will be able to fully activate justETF Professional.
- 4.4 Under [Settings](#) the User may, at any time (during and after the Trial Period), fully activate the chargeable justETF Professional offer by submitting his full address and payment data and by confirming or choosing a service package.
- 4.5 A User account can be permanently deleted at any time in the login area under [Settings](#) by clicking on "Delete user account".
- 4.6 The term of the Professional Membership is determined according to the service package booked. The exact terms of the different service packages are listed in our [Offer Overview](#). If the contract is not cancelled in due form and within the prescribed time, it is automatically extended by the term previously selected.

- 4.7 A Professional User may cancel the contract by giving 5 days' notice effective at the end of the term in question. Notice may be given in writing or electronically (by clicking on "Cancel membership" under menu item "Membership"). Any outstanding fees shall be due upon termination of the contract.
- 4.8 The User may change the chosen service package in accordance with the General Terms and Conditions (upgrade). The ordinary right to terminate the contract at the end of the current term shall remain unaffected by this.
- 4.9 For the rest, in particular in relation to the Provider, the notice provisions laid down in the General Terms and Conditions shall apply.

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