

**TYKR**  
**TERMS OF SERVICE**  
Last updated: 03-01-2022

**1. Applicability of these Terms**

- 1.1. These Terms of Service govern your access to, and use of, our Services and this Website. By accessing or using our Website or the Services, you acknowledge to have read, understood, and agreed to be bound by these Terms of Service and to comply with all applicable laws and regulations.

**2. Who are we?**

- 2.1. This Website and the Services are offered to you by TYKR B.V.
- 2.2. Our registered (and visiting) address is Lizzy Ansinghstraat 163 (1072 RG) in Amsterdam, the Netherlands.
- 2.3. You can contact us via e-mail at support@tykr.com. Our customer service is available via our Website (<https://tykr.com/contact/>), we will try our best to get back to you within 48 hours on business days.
- 2.4. Our VAT identification number is NL862814467B01.

**3. GENERAL INFORMATION ONLY; SERVICES ARE NOT SPECIFIC (FINANCIAL) ADVICE**

- 3.1. TYKR IS NOT OPERATED BY A REGISTERED, REGULATED, OR LICENSED FINANCIAL PLANNER, ADVISOR OR BROKER.
- 3.2. OUR SERVICES AND WEBSITE ARE MEANT FOR GENERAL INFORMATION AND USE ONLY AND DO NOT CONSIDER YOUR SPECIFIC NEEDS, OBJECTIVES OR REQUIREMENTS. IN PARTICULAR, OUR SERVICES AND WEBSITE MAY NEVER BE CONSIDERED TO CONSTITUTE ANY FORM OF ADVICE, RECOMMENDATION, REPRESENTATION, ENDORSEMENT OR ARRANGEMENT BY US, AND ARE NOT INTENDED TO BE RELIED UPON BY USERS IN MAKING (OR REFRAINING FROM MAKING) ANY SPECIFIC INVESTMENT-RELATED DECISIONS. WE STRONGLY RECOMMEND YOU OBTAIN INDEPENDENT, APPROPRIATE ADVICE BEFORE MAKING SPECIFIC INVESTMENT-RELATED DECISIONS.
- 3.3. WE DO NOT PROVIDE ANY LEGAL ADVICE, ACCOUNTING ADVICE, TAXES ADVISE, INVESTMENT ADVICE, FINANCIAL ADVISE OR OTHER PROFESSIONAL ADVICE.

**4. Definitions**

- 4.1. For the purpose of these Terms of Service, the following terms shall have the following meaning:
- (a) Confirmation: an e-mail sent by TYKR confirming receipt of your purchase or free trial.
  - (b) Parties: TYKR and the User, together.
  - (c) Party: either TYKR or the User.

(d) TYKR: TYKR B.V. or the company registered with the trade registry in the Netherlands (Kamer van Koophandel) as 83289569; also referred to as “we”, “us” or “our”.

(e) Services: access to content (e.g. newsletters, blogs and spreadsheets) and services, depending on the nature of the subscription, offered by TYKR through the Website as described in Clause 5 of these Terms of Service.

(f) User: any natural person or legal entity making use of the Services that are offered through the Website; also referred to in these Terms of Service as “you” or “your”.

(g) Website: the website and content offered by TYKR via the following domain: tykr.com.

## **5. Services offered via the Website**

- 5.1. In general, our Services consist of offering Users access, via the Website, to an advanced stock-screener and an education platform, that help Users manage their own investments. Please find the most up-to-date and complete description of the Services on our Website.
- 5.2. To use our Services you must have a subscription with us. We offer paid subscriptions and trial subscriptions. Our paid subscriptions are ‘tiered’ which means that we gradually offer access to additional Services as you pay more for your subscription. Paid subscriptions are available for one-month terms or twelve-month terms and will automatically renew for a similar term upon expiration, unless you cancel your subscription prior to the renewal date. Our trial subscriptions entail a seven-day term during which you will receive full access to the Services offered to subscribers to our ‘Basic’ plan. Trial subscriptions (and thus your access to our Services) automatically expire after those seven days. We will inform you of the price payable to continue using our Services after the trial term at the start of the trial period. You can switch your trial subscription to a paid one at any time during the trial by clicking the ‘Upgrade’ button after you have logged in.
- 5.3. In order to access and use our Services and Website, you yourself must also ensure that you have an internet connection and a network-enabled device (e.g. tablet, smartphone or laptop) with up-to-date software, including a modern browser (e.g. Chrome, Chromium, Firefox, Edge or Safari). Any fees related to the provision of such network-enabled devices and internet connectivity must be paid by you.
- 5.4. All offers for our Services will be accompanied by a clear description of all features relevant to it in order to allow you to adequately consider whether you would like to purchase a subscription to our Services. We will ensure that Services purchased via our Website will:
  - (a) be of the description and possess the functionality, compatibility, interoperability and other features, which you may reasonably expect;
  - (b) be supplied with adequate instructions.
- 5.5. The prices for our Services will be clearly indicated as such via the Website in Euros (EUR) or other appropriate local or international currencies and will include any value-added tax (VAT) at the corresponding legal rate, where applicable. The applicable pricing for our Services will also be stated in the Confirmation that we will send to you.
- 5.6. We reserve the right to change the pricing of our Services from time to time. We promise that (a) we will inform you of price changes at least 30 calendar days in advance; and that (b) price

changes will not apply to still-active terms (i.e. changes will be effective with the start of the next month for monthly-subscriptions, and changes will be effective with the start of the next 12-month term for annual-subscriptions).

- 5.7. To be eligible for purchasing our Services via our Website, you must:
- (a) be at least 18 years old;
  - (b) be a consumer, meaning a natural person who is acting outside their trade, business, craft or profession (i.e. for personal use only) unless the description of the Service being purchased by you indicates that the Service is intended for businesses; and
  - (c) have no intention of reselling or otherwise making available the purchased Services to third parties (with the exception of API-access in a way approved by us).
- 5.8. You can purchase our Services via our Website using only the following payment methods, subject to reasonable availability:
- (a) Credit cards accepted by our chosen payment service provider(s) for payments in your country of residence; or
  - (b) PayPal.
- 5.9. Please note that payment methods offered via our Website may require further authorization by the third party issuers and scheme owners and this may delay the processing of your purchase. We reserve the right to ask for reasonable proof of identity should you opt for credit card payment or if we otherwise suspect a fraudulent or illegitimate transaction.
- 5.10. Despite our best efforts, we may not be able to offer you all our Services. As such – and in addition to any other rights to refuse or cancel your subscription - we reserve the right to refuse or cancel your subscription for each of the following reasons:
- (a) the majority of Services you purchased are no longer available;
  - (b) the pricing was an obvious mistake and we cannot reasonably be asked to accept such a pricing error;
  - (c) your payment was not received or could otherwise not be properly processed;
  - (d) we suspect your purchase to not be in compliance with these Terms of Service;
  - (e) we cannot make the Services available to you due to a situation that constitutes force majeure (*overmacht*) on our part or the part of our suppliers (e.g. our hosting company).

## **6. Cancellations & Refunds**

- 6.1. You are entitled to cancel (*ontbinden*) a paid subscription, for whatever reason and free of charge, within the first 14 calendar days following the day upon which we first make the Services available or accessible to you. We may ask you to provide a reason for cancellation, but you do not have to tell us.
- 6.2. Once you have successfully cancelled (*ontbinden*) your purchase under Clause 6.1 you will be entitled to a pro-rated refund of any paid subscription fees and we will reimburse you accordingly within 14 calendar days following the day on which we were informed of your decision to invoke your right to cancel your purchase. All refunds will be paid out to the same payment method used with the original purchase.

- 6.3. Should you wish to cancel (*ontbinden*) your purchase within the first 14 calendar days, we recommend that you do so using the following means: (a) by completing and submitting the Withdrawal Template Form as indicated in Annex 1; (b) by contacting us via the means described in Clause 2 and by unequivocally stating your decision to cancel your subscription in accordance with your statutory rights.
- 6.4. You are no longer entitled to cancel (*ontbinden, opzeggen of anderszins beëindigen*) your subscription before the end of the agreed-upon term, or otherwise be entitled to a refund of payments made, after those initial 14 calendar days. This essentially means that monthly subscriptions may be cancelled (*opzeggen*) prior to the start of the new 30-day term, and annual subscriptions may be cancelled (*opzeggen*) prior to the start of new 12 month-term.

## **7. Third party services and content**

- 7.1. In order to provide you with a better user experience of the Website, we may require the use of third party technology components which may be subject to your agreement to terms and conditions supplied by these third parties. We strive to indicate the applicability of such additional terms and conditions where possible in a clear manner.
- 7.2. We may also display third party content via our Website (e.g. via frames or similar technologies). That content is the sole responsibility and liability of the third party making it available to you. We do not make any warranties or representations with respect to the accuracy, veracity or legal status of such third party content and disclaim any liability in this regard to the maximum extent possible under applicable law.
- 7.3. You warrant that you will enable us to comply with our obligations under any applicable third party terms and conditions as referenced in Clause 7.1 and comply with any third party terms and conditions applicable to you directly.

## **8. What we expect from you**

- 8.1. When using our Website or Services, you must:
- (a) use best efforts to protect the confidentiality and security of your user account and login details for the Website or Services;
  - (b) not threaten or harass other Users;
  - (c) not use our Website or Services for the processing of infringing or otherwise unlawful content;
  - (d) not infringe upon TYKR's or a third parties' intellectual property rights, and not commit any other wrongful acts towards TYKR or a third party;
  - (e) not use it for commercial purposes (incl. customer solicitation), unless indicated otherwise;
  - (f) not provide incorrect membership data, such as fake or alternative e-mail addresses and names;
  - (g) not impersonate official TYKR personnel;

(h) not use automated means to access or otherwise engage with our Services or Website, beyond using interfaces explicitly provided by us for use by our Users (e.g. our API);

(i) not interfere with, limit or impede access to or use of the Website or Services for other Users;

(j) not acquire access to User-accounts not belonging to you or otherwise acquire access to any parts of our Website or Services which should reasonably not be accessible to you;

(k) not adapt, modify or reverse engineer the Website or Services, except insofar as such actions cannot be excluded under applicable law, without our explicit prior written consent;

(l) not intentionally test the security of our Website or Services, without our explicit prior written consent;

(m) not resell or otherwise re-provide our Services, without our explicit prior written consent;

(n) not sign-up for more than one free trial to our Services. Free trials are limited to one per person; a person holding more than one e-mail address is still only eligible for one free trial;

(o) not intentionally obscure, spoof or hide relevant HTTP-information (e.g. IP-address, referrer-headers) to access or use the Website and Services;

(p) not remove any attributions crediting TYKR and/or its content-licensors;

(q) comply with all our reasonable instructions regarding the use of the Services and the Website, including these Terms of Service; and

(r) comply with all applicable laws and regulations regarding online conduct, non-discrimination, intellectual property rights and data protection.

8.2. To the extent that you are using our API's as part of our Services, you warrant that you have in place a binding agreement with each of your end-users which prescribes that those end-users enable you to comply with these Terms of Service, and which allows you to terminate an end-user's access for breach of said binding agreement.

## **9. Suspension or termination**

9.1. We are entitled to suspend or terminate, with immediate and indefinite effect, and without prior notice, your access to or use of our Website and Services if you, to be determined at our sole reasonable discretion, fail to comply with any of the instructions mentioned in Clause 8.1. You will not be entitled to any compensation for this. If we do not receive authorization for payment, or your authorization is subsequently cancelled, we reserve the right to immediately terminate or suspend your access to and usage of the Services and Website.

9.2. Notwithstanding Clause 9.1, we will notify you of any decision to suspend or terminate your access to or use of the Website or Services.

9.3. If you fail to comply with Clause 8.1 and cause damages, our decision to suspend or terminate your access to or use of the Website or Services will not affect our entitlement to also seek

compensation for damages, and we expressly reserve the right to seek compensation of damages and costs.

## **10. Changes**

- 10.1. We are entitled to change the Services and the Website, at any time and at our sole discretion. We aim to do so with minimally adverse impact on your access to or use of the Services and Website and will try to inform you of any maintenance in advance. With respect to the changes described in Clause 10.1, we will use best efforts to notify you of changes relevant to your use of the Services at least 24 hours in advance.
- 10.2. We are entitled to permanently stop providing the Services to you or stop providing the Website to you, at any time and for whatever reason. In addition, we are entitled to limit the functionality of the Services and Website and entitled to require payment for continued use of the Services and Website. With respect to the changes described in Clause 10.2, we will use notify you of such changes at least 90 days in advance.

## **11. Changes to the Terms of Service**

- 11.1. We reserve the right to make changes to these Terms of Service at any time and without prior notice. Any changes to the Terms of Service shall enter into effect for all Users immediately upon posting the changes to our Website or upon informing you of the changes via other appropriate means. If you do not agree to the changed Terms of Service, you must discontinue your use of the Services and Website.

## **12. Data protection and privacy**

- 12.1. In order to provide our Website or Services to you, we may need to process your personal data. In addition, you yourself may also choose to store, upload, send, submit or otherwise cause content containing your personal data to be processed via our Website or Services.
- 12.2. Our privacy policy (available at <https://tykr.com/privacy/>) explains how we process and protect your personal data when you use our Services or Website. Be sure to read it before you start using our Services.

## **13. Security & responsible disclosure**

- 13.1. We recognize the importance of keeping our systems and data safe, so security is a top priority to us. However, we do realize that, despite our efforts, vulnerabilities may still exist. If you accidentally stumble upon a vulnerability in our Services or Website, we ask that you:
  - (a) report this to us without undue delay, so we can take mitigating measures as soon as possible;
  - (b) not exploit or otherwise use the vulnerability more than strictly necessary for the purpose of assessing its extent and reporting it to us (e.g. do not disrupt the Services or Website for other Users, do not copy data from our systems and do not use the vulnerability to launch attacks or mass-communications against third party websites or services);
  - (c) not share the vulnerability with any third party without our prior written consent; and

(d) submit any vulnerability report to us via e-mail at support@tykr.com. We strive to respond to your report within ten business days and to treat your report and identity as confidential information.

- 13.2. We agree not to bring a claim for damages or file a criminal report against you for discovering a security vulnerability in our Services or Website provided that you adhered to all the steps described under Clause 13.1.

#### **14. Intellectual property rights**

- 14.1. All our intellectual property rights, including but not limited to any copyrights, trademarks, design rights, database rights and know-how, in connection with the Services or the Website, including content not submitted by Users therein and the selection and arrangement thereof, are and shall remain the sole property of TYKR and, if applicable, its licensors.
- 14.2. These Terms of Service do not grant you any license or other right to use our trademarks, logo's or designs, nor do we transfer any of our intellectual property to you. Once you purchase our Services, you will receive a limited non-transferable and non-sublicensable right to use our Services and Website in accordance with our Terms of Service and other instructions provided by us.

#### **15. WARRANTIES**

- 15.1. WE TRY TO PROVIDE OUR SERVICES USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE. HOWEVER, EXCEPT AS EXPRESSLY DESCRIBED IN THESE TERMS OF SERVICE, WE EXCLUDE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS WITH RESPECT TO THE SERVICES OR WEBSITE. FOR EXAMPLE, WE DO NOT MAKE ANY GUARANTEES OR COMMITMENTS ABOUT THE RELIABILITY, AVAILABILITY, NON-INFRINGEMENT OR SUITABILITY FOR YOUR NEEDS OF OUR SERVICES AND WEBSITE. THE SERVICES AND WEBSITE ARE PROVIDED "AS-IS" AND "AS-AVAILABLE".

#### **16. LIABILITY AND INDEMNITIES**

- 16.1. WE ARE NOT LIABLE FOR ANY DAMAGES SUFFERED BY YOU, DIRECTLY OR INDIRECTLY, RELATED TO THE USE OF OUR WEBSITE OR SERVICES, REGARDLESS OF THE NATURE OF THE CLAIM (I.E. TORT, CONTRACT OR OTHERWISE).
- 16.2. SHOULD THE EXCLUSION OF LIABILITY AS STIPULATED IN CLAUSE 16.1 NOT BE ENFORCEABLE AGAINST YOU, OUR LIABILITY SHALL BE LIMITED TO THE COMPENSATION OF DAMAGES DIRECTLY ATTRIBUTABLE TO US AND LIMITED TO THE TOTAL SUM PAID BY YOU TO US FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE DAMAGE-CAUSING EVENT. NOTWITHSTANDING THE PREVIOUS SENTENCE, WE ARE NEVER LIABLE FOR: INDIRECT DAMAGES, PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA, COSTS OF DATA REPAIR, LOSS OF SAVINGS, AND DAMAGE DUE TO BUSINESS INTERRUPTION OR DELAYS.
- 16.3. NONE OF THE EXCLUSIONS OR LIMITATIONS STATED IN THESE TERMS OF SERVICE SHALL APPLY TO DAMAGES CONSISTING OF PERSONAL INJURY OR DEATH, OR DAMAGES CAUSED BY WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON OUR PART.

16.4. YOU AGREE TO INDEMNIFY AND HOLD US, OUR SUPPLIERS AND OUR AFFILIATES, HARMLESS FROM AND AGAINST ALL THIRD PARTY LIABILITIES, CLAIMS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING FROM YOUR ACCESS, OR YOUR END-USERS' ACCESS IN CASE OF API-USAGE, TO OR USE OF THE SERVICES OR WEBSITE.

## **17. Feedback**

17.1. You hereby grant TYKR a worldwide, perpetual, royalty-free, fully paid, non-exclusive license to use any suggestions you may have about our Website or Services, complaints or other feedback for the purpose of correcting, improving or further commercializing TYKR's Services. The license contained in this Clause shall survive termination of any agreement between you and TYKR.

## **18. Applicable law and dispute resolution**

18.1. These Terms of Service are governed by the laws of the Netherlands, without application of its conflict of laws-rules.

18.2. We will first attempt to settle any dispute that arises amicably. Should we not be able to reach an amicable solution, any disputes arising between TYKR and the User in connection to the Website, the Services or the Terms of Service will exclusively be resolved by the competent court in Amsterdam, the Netherlands.

## **19. Miscellaneous**

19.1. These Terms of Service are available in English and all agreements governed by them shall be considered concluded in English. Translations to other languages may be provided for the sake of convenience, but the English version shall always be leading with respect to the interpretation of these Terms of Service and all agreements governed by them.

19.2. We are entitled to subcontract and assign our rights and obligations related to our performance of the Services to any third party without your consent. In doing so, we will always take into account and comply with applicable data protection legislation.

19.3. Should any provision of the Terms of Service be or become invalid or unenforceable in whole or in part, the remaining provisions shall continue to apply in full, and TYKR and User agree to negotiate in good faith with respect to a valid and enforceable provision approaching as closely as possible the intent of the invalid or unenforceable provision, in order to replace it.

19.4. Any failure by TYKR to enforce any provision of the Agreement at any time shall not be deemed to be a waiver of its right under these Terms of Service, nor shall it prejudice any of its right to take subsequent action.

19.5. These Terms of Service set forth the entire agreement between the User and TYKR and supersede any and all prior proposals, agreements, understandings, and contemporaneous discussions, whether oral or written, between the User and TYKR with respect to the Services or Website.



**Annex 1 – Withdrawal Template Form**

**TO: TYKR B.V., LIZZY ANSINGHSTRAAT 163 (1072 RG) IN AMSTERDAM, THE NETHERLANDS  
(support@tykr.com)**

I hereby give notice that I withdraw from my contract of sale concerning the following order:  
[ *description here* ].

The order mentioned above was submitted on [ *date here* ] and made available to me on [ *date here* ].  
My order number (as stated in the Order Confirmation) is [ *order number here* ].

My name is [ *surname and first name here* ] and my address is [ *address, postal code, city and country of residence here* ]. The current date is [ *date here* ].

Kind regards,

\_\_\_\_\_  
[ *signature above – if this form is notified on paper* ]