



# CONSUMER INFORMATION

VERSION 3.0

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## 1 COMPANY INFORMATION

Splint Invest

MARK Investment Holding AG

c/o lic. iur. Jost M. Frigo

Unter Altstadt 30

6300 Zug

Switzerland

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Commercial register: Canton Zug - CHE-317.401.567

Splint Invest is not subject to any special state supervision.

## 2 MAIN BUSINESS ACTIVITY

MARK Investment Holding AG ("Splint Invest") operates a platform at the internet address [www.splintinvest.com](http://www.splintinvest.com) and in the specially created app Splint Invest ("Platform"). The Platform enables the purchase, transfer, management, custody and sale of co-ownership shares ("Splints") in physical and digital objects ("Object") or structured products ("Product"). The Objects and Products serve as investment objects. Users of the Platform ("Buyers", "Consumers") can purchase the Splints issued by Splint Invest on the Platform. Splint Invest tries to sell the Objects and the Products at a higher value than the purchase price in order to provide a return to Buyers of the Splints. For Consumers in the German market ("German Market"), functions of the Platform are only available to a limited extent. Among the functions only available to Consumers on the Swiss market ("Swiss Market") are, in particular, the trading function, which enables Buyers to trade Splints with each other, and the possibility to access Products. Access to the Products may be further limited to specific users, at Splint Invest's own discretion.

## 3 ESSENTIAL CHARACTERISTICS OF THE SERVICE

**Product Disclaimer:** This section 3 is not applicable to the Product offering. The essential characteristics related to the Products differ from the essential characteristics of the other services provided by Splint Invest. For Products, the User is invited to review the relevant separate subscription agreement related to a specific Product.

The Buyer acquires co-ownership of a property through the purchase of Splints. As a result, the Buyer becomes part of a community of owners, which places certain restrictions on the Buyer's disposal of the property.

Likewise, a disposition of the co-ownership can only be made with the consent of Splint Invest. In the case of a purchase of Splints, the in-rem agreement is subject to the condition that the total price is paid in full to Splint Invest.

The transfer for the acquisition of the Splint is replaced by an agency relationship between the Buyer and Splint Invest. This is a custody agreement. The custody agreement does not provide that a Buyer can demand the return of his Splint.

The acquisition of ownership is documented by a token. The tokens are created by Splint Invest. The token itself is not the co-ownership. Tokens are assignable to the Buyer through a blockchain address, which is done on the basis of a so-called smart contract. Tokens and co-ownership are contractually linked. This is to ensure that they do not fall apart. The stock of tokens and the tokens assigned to the Buyer can be viewed on the Platform.

Splint Invest does not provide a blockchain address or wallet for the management of blockchain addresses and the tokens as well as the blockchain addresses are the sole power of disposal and responsibility of the Buyer.

Splint Invest is mandated by the Buyers of the Splints of a property to sell the property.

#### **4 FORMATION OF THE CONTRACT AND TECHNICAL MEANS OF PROTECTION AGAINST INPUT ERRORS**

In order to make an offer for a contract, the Buyer must register on the Platform. The Objects offered on the Platform do not constitute an offer to conclude a contract.

When the Buyer clicks on the "Invest now" button, he is asked to specify the number of Splints to be purchased. By clicking on "Proceed with credit card ", the Buyer is taken to the last window of the purchase process. By clicking on the "Buy" button, the Buyer makes an offer with the previously selected conditions to purchase an ownership share in the property. Up to this last click, the Buyer can cancel and/or correct the purchase process at any time. He can return to previous windows of the purchase process and can correct his entries here without further ado.

Acceptance of the offer by Splint Invest is effected by sending an e-mail confirming the purchase. At this point a contract is concluded. A corresponding contract text remains with Splint Invest and is also sent to the Buyer by e-mail.

#### **5 TOTAL PRICE INCLUDING ASSOCIATED PRICE COMPONENTS, BASIS OF CALCULATION**

The total price is the amount stated as "Total" in the purchase process. The total price and its components are broken down in detail on the respective item page and during the ordering process. The total price varies depending on the number of Splints of the item selected for purchase.

The total price includes a one-off platform fee of 3% to 12% of the purchase price of the property and variable external administration costs for storage and/or management costs. Upon sale of the property, Splint Invest charges a sales fee of 0% on the proceeds of the sale of the property.

The costs (platform fee and external administration costs) are distributed proportionally among the Buyers.

The total price and its components are inclusive of VAT.

## 6 FURTHER COSTS AND TAXES

Any taxes to be paid on profits shall be paid by the Buyer himself under his own responsibility in accordance with the laws applicable to him.

The Buyer incurs his own costs, e.g. for the use of his terminal equipment, internet, telephone and postal costs. These costs are not charged by Splint Invest, but by third party contractual partners of the Buyer.

## 7 RISK INFORMATION

**Product Disclaimer:** This section 7 is not applicable to the Product offering. The risks related to the Products differ from the risks related to the Objects. For Products, the User is invited to review the relevant separate subscription agreement related to a specific Product.

When acquiring the Splints as a financial service, there are risks for the Buyer due to the nature of the Splints and the transactions to be carried out.

There is a risk that the property will not appreciate in value and that it cannot be sold at a profit. Splint Invest strives to achieve the best result when selling the property. Before Splint Invest places an Object on the Platform, Splint Invest carries out extensive analyses of the possible price development of the Object. The results of these analyses can be viewed on the respective product page. There is a risk that, despite careful analyses, an Object may not experience the increase in value that was initially expected. This risk is borne by the Buyer; the Splint may be sold for less than the investment amount. Splint Invest has no influence on fluctuations in value. Income generated in the past is not an indicator of future contracts.

There is a risk that a property could be completely destroyed. This would also destroy the investment amount paid by the Buyer. Equally, the Object may turn out to be a fake. Splint Invest cannot always rule this out despite taking the greatest care.

There is a risk in storage. Here, too, the item can get lost, e.g. through theft, or it can be destroyed. On the product page, we provide more detailed information on the storage location for each product. The Objects are generally insured in the event of liability. It may happen that certain claims are not covered, e.g. due to force majeure. In addition, claims against the insurance company must be enforced. There may be a (full or partial) loss of value here.

There is a risk in the civil law construction of the Splints. There are still ambiguities in the civil law construction of Splints; there is no established case law on this yet. As co-owner of a property, the Buyer is subject to restrictions. Decisions about the property can only be made as a community of co-owners. In addition, the Buyer cannot freely dispose of his co-ownership; Splint Invest must first agree to a disposal. Splint Invest also decides on the sale of the property.

## **8 PERIOD OF VALIDITY OF THE INFORMATION PROVIDED, IN PARTICULAR OFFERS**

The information provided is valid as long as its modification is communicated to the Buyer.

Since there are only a certain number of Splints for an Object, the possible offer of a Buyer to conclude a contract is limited in the number of Splints.

## **9 PAYMENT AND FULFILMENT DETAILS**

By clicking on "Buy" on the last screen of the ordering process, the Buyer undertakes to pay the total price. The payment becomes due upon conclusion of the contract. The payment is processed using the selected means of payment and the selected payment service provider. The payment is paid to Splint Invest. A Splint is transferred to the Buyer after receipt of the payment.

## **10 MINIMUM TERM OF CONTRACT, IF PERMANENT/REGULAR PERFORMANCE**

The safe custody agreement shall continue for as long as the safe custody is agreed and necessary. In the case of safe custody agreements concluded for an indefinite period of time, the depositary may demand the return of the deposited item at any time.

## **11 CONTRACTUAL TERMINATION CONDITIONS AND CONTRACTUAL PENALTY**

There is no possibility to terminate the contract. The statutory right to extraordinary termination of (partial) contracts remains unaffected.

There is no contractual penalty.

## **12 EU STATES WHOSE LAW FORMS THE BASIS OF THE RELATIONSHIP**

German consumers on the German market shall be subject to Swiss law for relations; German law shall apply insofar as Swiss law does not provide the same protection under consumer law.

## **13 APPLICABLE LAW AND PLACE OF JURISDICTION**

Applicable law is Swiss law. The UN Convention on Contracts for the International Sale of Goods is excluded. German consumers are granted the same level of protection under consumer law as is customary in their home country. The place of jurisdiction for the Swiss market is Zug, Switzerland.

## **14 CONTRACTUAL LANGUAGE AND LANGUAGE OF COMMUNICATION**

The contracts are in German. Communication between Buyers and Splint Invest is in German.

## **15 PARTICIPATION, ACCESS AND ACCESS REQUIREMENTS FOR OUT-OF-COURT COMPLAINT PROCEDURES**

In case of complaints, the Buyer is welcome to send an email for redress to Splint Invest: [info@splintinvest.com](mailto:info@splintinvest.com).

The Buyer has access to private consumer arbitration boards recognised by the Federal Office of Justice for these disputes. In addition, there is access to the conciliation body at the Deutsche Bundesbank (Deutsche Bundesbank, Schlichtungsstelle, Postfach 111 232, D 60047 Frankfurt a. Main; telephone: 069 9566-33232 fax: 069 2388 1919, e-mail: [schlichtung@bundesbank.de](mailto:schlichtung@bundesbank.de), Internet: <https://www.bundesbank.de/de/service/schlichtungsstelle>). There is also access to the dispute resolution body of the Federal Office for Financial Services Supervision, which can be reached at [https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/StreitschlichtungBaFin/StreitschlichtungBaFin\\_node.html](https://www.bafin.de/DE/Verbraucher/BeschwerdenStreitschlichtung/StreitschlichtungBaFin/StreitschlichtungBaFin_node.html).

There is also access to the online dispute resolution platform provided by the European Commission, which can be reached at <http://ec.europa.eu/consumers/odr/>. Splint Invest does not participate in this dispute resolution procedure and is not obliged to do so.

## 16 GUARANTEE FUND OR OTHER COMPENSATION SCHEMES, CODES OF CONDUCT

There is no guarantee fund or other compensation scheme in place. There are no codes of conduct for Splint Invest.

## 17 INFORMATION ON THE RIGHT OF WITHDRAWAL

The consumer has a right of withdrawal when purchasing Splints from Splint Invest. The right of withdrawal is explained below.

### Cancellation policy

#### Section 1

#### Right of withdrawal

You can **revoke** your contractual declaration **within 14 days without giving reasons by means of a clear declaration**. The period begins after the conclusion of the contract and after you **have received** the contractual provisions including the General Terms and Conditions as well as **all the information listed below under section 2** on a durable data medium (e.g. letter, fax, e-mail). **To comply with the revocation period, it is sufficient to send the revocation in good time** if the declaration is made on a durable data medium. The revocation is to be sent to:

MARK Investment Holding AG

c/o lic. iur. Jost M. Frigo

Unter Altstadt 30

6300 Zug

Switzerland

E-mail: [info@splintinvest.com](mailto:info@splintinvest.com)

## Section 2

### Information required for the start of the withdrawal period

The information within the meaning of section 1 sentence 2 shall include the following:

1. the identity of the business operator; the public register of companies in which the legal entity is registered and the corresponding register number or equivalent identifier shall also be indicated;
2. the principal business activity of the business operator and the supervisory authority responsible for its authorisation;
3. the summonable address of the business operator and any other address relevant for the business relationship between the business operator and the consumer, in the case of legal persons, associations of persons or groups of persons also the name of the authorised representative;
4. the essential characteristics of the financial service and information on how the contract is concluded;
5. the total price of the financial service including all related price components as well as all taxes paid via the business operator or, if no exact price can be indicated, its basis of calculation enabling the consumer to verify the price;
6. additional costs, if any, and an indication of any other taxes or costs not paid or invoiced by the business operator;
7. the indication that the financial service relates to financial instruments which, because of their specific characteristics or the operations to be carried out, are subject to specific risks or whose price is subject to fluctuations in the financial market over which the business operator has no control, and that past returns are not indicative of future returns;
8. Details regarding payment and fulfilment;
9. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, in particular the name and address of the person to whom the withdrawal is to be declared, and the legal consequences of the withdrawal, including information on the amount which the consumer must pay for the service provided in the event of withdrawal, insofar as he is obliged to pay compensation for lost value (underlying provision: Section 357b of the German Civil Code);

- 10 the minimum term of the contract if the contract concerns a permanent or regularly recurring service;
- 11 the contractual terms of termination, including any contractual penalties;
- 12 the Member States of the European Union whose law the business operator uses as a basis for establishing relations with the consumer before concluding the contract;
- 13 a contractual clause on the law applicable to the contract or on the competent court;
- 14 the languages in which the contractual terms and conditions and the prior information referred to in this withdrawal notice are communicated, as well as the languages in which the business operator undertakes to communicate, with the consumer's consent, during the term of this contract;
- 15 the indication of whether the consumer can make use of an out-of-court complaint and redress procedure to which the business operator is subject and, if so, its access requirements;
- 16 the existence of a guarantee fund or other compensation schemes which are neither covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit-guarantee schemes (OJ L 173, 12.6.2014, p. 149; L 212, 18.7.2014, p. 47; L 309, 30.10.2014, p. 37) nor under investor compensation schemes established pursuant to Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes (OJ L 84, 26.3.1997, p. 22).

### Section 3

#### Consequences of revocation

In the event of an effective revocation, **the services received by both parties shall be returned**. You are obliged to **pay compensation for the value of** the service provided up to the time of revocation if you were made aware of this legal consequence before submitting your contractual declaration and expressly agreed that the performance of the service in return could be commenced before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you still have to fulfil the contractual payment obligations for the period until the revocation. **Your right of withdrawal expires** prematurely if the contract has been **completely fulfilled by both parties at your express request** before you have exercised your right of withdrawal. **Obligations to refund payments must be fulfilled within 30 days**. This period begins for you with the dispatch of your notice of cancellation and for us with its receipt.

#### End of the cancellation policy



